

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF ALEXANDRIA, VIRGINIA
AND THE
SOUTHERN STATES POLICE BENEVOLENT ASSOCIATION
ALEXANDRIA CHAPTER

EFFECTIVE FROM
JULY 1, 2023 through JUNE 30, 2026

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This Collective Bargaining Agreement is entered into between the City of Alexandria (“City”) and the Alexandria Chapter of the Southern States Police Benevolent Association (“PBA”). Collectively the City and the PBA will be referred to as “the Parties.”

PREAMBLE

The purpose of this Agreement is to promote harmonious relations between the City and the employees covered hereby and set the rates of pay, hours, and the terms and conditions of employment for these employees.

This Agreement sets forth conditions of employment with the intent and purpose of promoting and improving relations between the Parties, as well as promoting a level of employee performance consistent with safety, good health, and sustained effort. The Parties agree to establish and promote a sound and effective labor management relationship in order to achieve mutual cooperation with respect to practices, procedures, and matters affecting conditions of employment and to continue working toward this goal.

ARTICLE 1 RECOGNITION

Pursuant to and in accordance with all applicable provisions of City of Alexandria Ordinance Section 2-5-74, the City of Alexandria recognizes the Alexandria Chapter of the Southern States Police Benevolent Association (PBA) as the exclusive bargaining agent for the sworn uniformed employees of the Alexandria Police Department (“Department”) as defined by Ordinance section 2-5-72(a).

Definition

Sworn uniformed employee – Employees who have taken the oath of office to uphold all laws of the United States, Commonwealth of Virginia, and the City of Alexandria. These employees are authorized to carry weapons and have full arrest authority under state and city codes. While such employees typically wear uniforms, a sworn employee on a plainclothes assignment will not for that reason be excluded from the definition of a sworn uniformed employee under this Agreement or Section 2-5-72(a).

ARTICLE 2 EMPLOYEE AND PBA RIGHTS AND RESPONSIBILITIES

Section A. Each employee of the Bargaining Unit shall have the rights guaranteed under City Ordinance Section 2-5-69(a).

Section B. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Membership in an organization shall not be a condition of employment in the Police Department.

Section C. This Agreement does not preclude any employee from bringing matters of personal concern to the attention of the PBA or the City without fear of reprisal or intimidation. The PBA has the right and responsibility to present its views in writing.

Section D. Employee Access to Representation. An employee will be allowed reasonable official time to visit (a) a captain or above, (b) a PBA Representative at his or her duty station, or (c) an on-site official concerning a complaint or work-related issue. The timing of such visits is subject to the demands of work responsibilities. The right to a PBA Representative shall not be denied.

Even if under a confidentiality order from the Department, an employee may engage the PBA Representative or other individual identified by Rules of Conduct 2.2.02(D)(7). If under such a gag order, the employee shall have an obligation to inform the PBA representative of the confidentiality order and the PBA Representative shall treat the matter as confidential and only discuss the matter with the employee and/or legal counsel.

Section E. PBA Representatives. PBA Representatives have the right to meet with the Chief and/or City Manager on official time and comment on appropriate personnel policies, practices, and working conditions. If either Party requests a meeting, the Parties will meet as soon as possible. A reasonable amount of official time will be allowed without loss of pay for the designated PBA representatives for this and other representational purposes including assisting bargaining unit employees with grievances or handling labor-management disputes.

Every effort will be made to do such work in a way that has minimal impact on the Representative's and the Employee's work responsibilities. If representative work cannot occur at a given time due to calls for service or given work demand, the supervisor shall allow it at the next available reasonable time. However, the right to a PBA Representative shall not be denied.

Section F. Official Time for Representational Activities.

Reasonable official time shall be granted to the PBA President and his designated representative(s) for the purpose of representing the concerns of bargaining unit employees, including representing the bargaining unit by bargaining with the City or investigating, processing, and assisting in the settlement of grievances filed by bargaining unit employees. Time spent in the processing of grievances shall be limited to a reasonable amount. Time spent on matters representing bargaining unit employees shall not be subtracted from the time bank in Section G.

The PBA President and designated representative shall request the use of official time to perform representational functions (which do not include work on internal union business). *De minimis* actions (less than 15 minutes) will not be required to be logged or submitted via a formal request. The request shall be made to the employee's manager who is not within the bargaining unit for tracking purposes. Unless agreed upon otherwise, the request shall be made using the form attached as an exhibit to this Agreement. The request will include the name of the representative, date of the request, date of the requested official time, and the purpose of the time (i.e. "meeting with grievant."). When possible, the request shall be made in advance of the needed time, but the parties understand that certain needs may require the form to be filled afterwards and approved retroactively. The request shall not be unreasonably denied.

Section G. PBA Time Bank. The PBA President and his designated representative(s) shall have available a bank of two hundred (200) hours maximum per fiscal year to conduct PBA business (including but not limited to training, conventions, seminars) which is not covered by or in excess of that which is provided for in Section E and Section F. Unused amounts from one year may carry over into the next year, but at no point will the total balance of the hours exceed three hundred (300). Once such leave is exceeded, annual leave or leave without pay may be used by the PBA President and/or designee for such purposes. *De minimis* actions (less than 15 minutes) will not be required to be logged or be counted against the time bank.

Section H. Bulletin and Display Boards, Communications, and Ballot Boxes.

1. The City shall allow the PBA access to four (4) bulletin/display boards at the headquarters building for PBA information. Bulletin/display boards will be located on each floor at the agreement of the PBA and the Department in locations reasonably viewable by Bargaining Unit employees but not viewable by the general public.
2. The bulletin/display boards shall be used by the PBA only for the following notices:
 - (a) Recreation and Social Affairs of the Association.
 - (b) Bargaining Unit Meetings or social events.
 - (c) Bargaining Unit or PBA Elections.
 - (d) Reports of Bargaining Unit Committees.
 - (e) Rulings or policies of the State or National Association.
 - (f) Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations.

The PBA may utilize display boards and continue to utilize video technology to disseminate information described in Section H(2) to the bargaining unit. No more than once monthly (or more often with the express approval of the Chief of Police), the PBA President may utilize his/her City-owned email address to send an email to all bargaining unit employees at their City-owned email addresses. That email may either (1) disseminate information described in Section H(2), (2) provide information that allows the PBA to communicate with bargaining unit employees who volunteer their personal email addresses or other contact information, (3) send an announcement for employees to check their personal email or other contact methods for information that was sent via those means (*e.g.*, an email for employees to check their personal emails or their regular mail).

3. Notices, announcements, or other information disseminated to the bargaining unit shall not contain anything discriminatory, inflammatory, or reflecting adversely on the City, any of its employees, or any labor organization among its employees.
4. The City will permit the PBA to use its own ballot box in the reasonable locations agreed to by the City and the PBA. No employee shall participate in any PBA election in any manner during his tour of duty except as provided in this Agreement.
5. Access to Mailboxes. The PBA, through off-duty officers, may place notices, that relate to information described in Section H(2), in employees' mailboxes.

6. Rooms. The City shall allow the PBA to use available rooms in the HQ (such as upon using the reservation process) any time such is not in official use, with the permission of the Chief of Police or his designee and in accordance with the facility reservation policy.

Section I. Upon PBA's request, but not more than six times per year, the City shall furnish to the PBA, at no cost, a listing of all Bargaining Unit members, indicating name and assignment.

Section J. Use of City Property. Where possible, PBA representatives will direct employees contacting them for PBA business to use non-City owned communication methods (including City email, City-provided phone, etc.). However, it will not be deemed a violation of this Agreement or other applicable policy, rule, or regulation for PBA representatives to use such City owned communication methods for *de minimis* representational activities (including responding to a call or text to refer to another communication method), on their own time, or when calls for service allow and at their own risk.

Section K. Bargaining Unit Meetings. On-duty employees shall be permitted to meet along with PBA representatives with twenty-four (24) hours' notice to the City Manager and the Police Chief for purposes of discussing PBA business from time to time. The PBA and the employees are committed to the efficient operations of the Department and agree to hold meetings, subject to the demands of work responsibilities, between 5:00 p.m. and 8:00 a.m. The City agrees to allow said meetings at a City Facility and allow the officers to attend the meetings if response times of all affected employees on shift are kept within reasonable standards.

ARTICLE 3 PBA REPRESENTATIVES

Section A. The PBA will provide to the Department a list of elected executive board members and officials authorized and appointed by the executive board to represent the PBA or do work on behalf of the PBA ("PBA Representative"). PBA Representatives shall be Alexandria Police Department employees unless designated otherwise. Unless other individuals are previously approved, PBA Executive Board Members and PBA Representatives are the only individuals authorized to represent the PBA in dealing with City officials.

Section B. With supervisory approval, a PBA Representative may leave his or her work assignment for a reasonable amount of time when an employee requests assistance in the prompt and expeditious handling of a complaint or grievance. Such approval shall not be unreasonably denied. This time may be considered official time pursuant to Article 2, Section 6

Section C. The PBA recognizes its responsibility to represent the interests of all Bargaining Unit employees with respect to bargaining and disputes related to this Agreement, personnel policies, practices, and working conditions, without discriminating and without regard to union membership. Additional benefits funded by dues-paying members may be provided to dues-paying members exclusively, such as legal representation by an attorney on grievances, use of force, etc., in addition to representation by an employee PBA Representative on grievances which is provided to all Bargaining Unit members.

Section D. A PBA Representative shall be given the opportunity to be present at any formal discussion between one or more representatives of the City and one or more Bargaining Unit employees or their representatives concerning any matter that is within the scope of collective bargaining as set forth in the City of Alexandria Ordinance definition of collective bargaining (see Section 2-5-68), which excludes discipline.

ARTICLE 4 CHECK-OFF AND DUES DEDUCTION

Section A. Dues Deduction. The City shall deduct regular PBA dues in the form of two deductions per month from the pay of each employee covered by the agreement, provided that at the time of such deduction there is in the possession of the City a current unrevoked written authorization, executed by the employee.

Section B. The City shall submit, together with the remittance of funds checked off, a statement setting forth the name and amount of dues, initiation fees, and assessments remitted from each bargaining unit employee, together with a statement as to whether the amount deducted is dues, initiation fees, assessments and/or service charges, and where no deductions were made, the reasons therefore.

Section C. Revocation. Such authorization may be revoked by the employee upon written notice of revocation of said authorization by the employee to both the City and the PBA during the pay period for which the revocation is submitted as long as it is before the Personnel Action Form (PAF) deadline as outlined in the applicable schedule of employee pay periods. Revocations received too late to be processed in a given pay period will be put into effect for the subsequent payroll periods.

Section D. The City agrees to provide this service without charge to the PBA.

Section E. If the City makes an overpayment to the PBA, the City will deduct that amount from the next remittance to the PBA. If the City inadvertently makes a deduction from an employee who has not authorized said deduction or who has revoked said authorization in accordance with Section B of this Article, the PBA agrees to refund said deduction to the affected employee.

Section F. Pursuant to City Ordinance Section 2-5-77(e), the City shall not deduct dues from employee paychecks for any other labor organization during the pendency of this Agreement without the written approval of the PBA.

ARTICLE 5
ADDRESSING OF SHIFT ROLL CALL MEETINGS,
IN-SERVICE TRAINING AND POLICE ACADEMY CLASSES

Section A. The following shall be permitted to speak at shift roll-call meetings about bargaining unit business for a total combined period not to exceed ten (10) minutes:

- (i) Members of the PBA Executive Board and PBA Representatives and
- (ii) Bargaining Unit members who are running for office and wish to make a statement concerning an election within the Bargaining Unit,

Prior to speaking at such roll calls, the Bargaining Unit representative shall notify the appropriate supervisor that he/she intends to speak.

Section B. In accordance with Alexandria City Code section 2-5-77(d), members of the Executive Board and PBA Representatives shall be permitted to speak at local training for a period not to exceed 30 minutes. The President of the PBA Chapter shall notify the Field Training Supervisor in writing of the PBA's intent to use a 30-minute block with the local training. The Field Training Supervisor shall schedule the 30-minute block and notify the PBA in writing of the dates and time to appear.

ARTICLE 6
PROCEDURAL GUARANTEE ACT

The parties agree the bargaining unit employees are covered by the Virginia Law-Enforcement Officers Procedural Guarantee Act (Va. Code § 9.1-500 et seq.) and will be subject to the protections and conditions of those rights.

ARTICLE 7
RULES AND REGULATIONS

Section 1: In this Agreement Rules and Regulations means any and all of the directives or policies of the City and/or the Department including, but are not limited to Department Directives, General Orders, City policies, and City Administrative Regulations. Bargaining unit employees shall be subject to the Rules and Regulations of the City and Department which are not in conflict with any provision of this Agreement. The Chief of Police will make all Rules and Regulations available to all members of the Bargaining Unit. If a provision of a Rule or Regulation conflicts with a provision of this Collective Bargaining Agreement, the Agreement prevails except where the provision of the Agreement conflicts with applicable (a) federal law or regulation, (b) State law or regulation, or (c) City ordinances.

Section 2. Prior to implementing any new or amended Rule or Regulation that affects the wages, benefits, hours, and/or other terms or conditions of employment for Bargaining Unit employees, the City shall give the PBA reasonable advanced notice of the intended change in order to facilitate meaningful collaboration and the proposed text of the new or amended Rule or Regulation by

email or hard copy no less than seven calendar days before planned implementation. Implementation itself is governed by the sections below.

The City's notice shall include reasonable effort to identify the changes (i.e., highlighting or tracking changes in an amended Rule or Regulation) at least with the specificity that is currently provided when policies are amended as of the date of this Agreement.

Section 3. Within ten (10) calendar days after the City provides notice to the PBA, the PBA may provide written comments (which includes via email) to the City and/or request a meeting with the City to discuss the changes. The City shall meet with the PBA within five (5) workdays of the PBA's written request. Any comments shall include identification of those specific provisions of the new or amended Rule or Regulation that the PBA wishes to discuss.

Section 4. The Parties agree that they will in good faith endeavor to implement policies that will help the City and Department successfully carry out its duties and also respect and protect the interests of bargaining unit employees.

Section 5. The PBA may demand to bargain a provision of a new or amended Rule or Regulation that conflicts with or directly affects an express term of this collective bargaining agreement. The demand shall be emailed to the City within ten (10) days after the City emails notice to the PBA and shall include identification of the specific provision(s) of the new or amended directive or rule that the PBA demands to bargain as a mandatory subject of bargaining. The Employer shall then proceed as follows:

- A. If the City agrees that the provision conflicts with or directly affects an express term of this collective bargaining agreement, then the City shall email the PBA its decision to bargain within five (5) working days of the PBA's demand to bargain and enter into collective bargaining with the PBA over that provision within five (5) working days.
- B. If the City does not agree that the provision conflicts with or directly affects an express term of this collective bargaining agreement, the City shall email the PBA that decision within five (5) working days of the PBA's demand to bargain. The PBA may seek a negotiability determination from the Labor Relations Administrator (LRA) within five (5) working days. If the provision is found to conflict with an express term of this collective bargaining agreement and thus bargainable, the parties shall begin bargaining within five (5) working days of the LRA's decision.

If the parties cannot reach agreement in bargaining on a provision, the status quo shall remain until the matter can be fully bargained at the next round of bargaining authorized by the ordinance.

Section 6. The process of Section 5 will also apply any Rule or Regulation that affects the wages, benefits, hours, and/or other terms or conditions of employment for Bargaining Unit employees and is:

- A new or Amended Rule or Regulation that alters, invalidates, makes irrelevant, or detracts from a right or provision in this Agreement;

- A matter that is a subject of mandatory bargaining under the Ordinance but not able to be negotiated in this Agreement due to (1) legislative, regulatory, or judicial changes which occurred after March 1, 2022 or (2) the implementation of new technology after March 1, 2022 when such change (a) affects the working conditions of bargaining unit employees working conditions or (b) requires the City to adopt new policies and practices which impact working conditions of bargaining unit employees. The Parties agree that the technological change described above would apply to examples such as implementation of body cameras, but would not apply to examples such as updates to computer software that do not substantively change practices or policies impacting bargaining unit employees.

Section 7. Alternative Process. The City shall comply with this Article (including the process in Sections 2 and 3) prior to implementing changes to any of the following:

- Administrative Regulation 6-8 (Probationary Period for City Employees);
- Administrative Regulation 6-22 (Reduction In Force);
- Any policy regarding access to bargaining unit employee personnel files;
- Any new or amended Rule or Regulation, which is not subject to Section 5 or Section 6 of this Article, but changes a part of the status quo at the time negotiations began, March 1, 2022.

Section 5 shall not apply to the City's implementation of any change to the foregoing. Instead, if after exhausting the procedures of Section 2 (notice) and 3 (comment/meeting), the City and PBA are unable to resolve a dispute regarding any change subject to this section, either party may submit the matter to mediation. Upon request by either party, a mediator shall be appointed by the City's Labor Relations Administrator. The parties may also jointly agree to a mediator.

If the parties reach impasse in mediation, despite good faith efforts to resolve the matter, after 30 days of the matter being submitted to mediation the City Manager may resolve the impasse.

Section 8. Each party shall, in writing, designate one representative to email notices as described in this Article.

Section 9. Nothing in this Article shall forbid a party from utilizing other processes for grievance, arbitration, or prohibited practice charge to the extent applicable.

ARTICLE 8 MANAGEMENT RIGHTS

To the extent not inconsistent with this Collective Bargaining Agreement, the City retains exclusive rights including, but not limited to the rights:

1. to determine the type and scope of work to be performed by city employees, and the manner in which services are to be provided;
2. to direct the work of employees and determine the number of employees to perform any work or service;

3. to hire, promote, transfer, assign, retain, classify, and schedule all employees and to suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and regulations;
4. to relieve employees from duties by layoff or other reduction-in-force due to lack of work, changed working conditions/requirements, budget limitations or for other reasons in the city's reasonable business judgment and not prohibited by law,
5. to introduce new or different services, methods, equipment, or facilities;
6. to contract for, expand, reduce, sell, transfer, convey, eliminate, or change in any way the operations of general government, as well as any department, office or part thereof;
7. to establish and change standards of behavior or performance, staffing levels, job qualifications, and job descriptions;
8. to determine the kind, type, location and use of city-owned equipment or facilities, provided that the City does not require use or operation of unsafe equipment or the unsafe operation of equipment;
9. to maintain the efficiency and integrity of the operations entrusted to the City;
10. to do all things reasonable and necessary to carry out the mission of the City; and
11. to retain the ability and authority to continue to implement the current administrative regulation in the management of probationary employees.

ARTICLE 9 WAGES

Section A: Fiscal Year 2024 (July 1, 2023 through June 30, 2024)

1. Pay Increase.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the July 1, 2023 pay scale for police bargaining unit employees shall be increased as reflected in the table in this Article.

2. Creation of Simplified Pay Scale.

The Parties agree to the implementation of a new pay scale that applies only to bargaining unit employees ("Pay Scale"). The Pay Scale, set forth in this Section A, will list only three pay levels (grades) and will identify those pay levels by the following ranks:

- (1) Police Officers (including what has been formerly split into Police Officers I, Police Officers II, Police Officers III, Police Officers IV, and Detectives)

- (2) Sergeants
- (3) Lieutenants

3. Creation of Single Officer Grade and Additional Pay Increase for Police Officers I, Officers II, and Police Officers III.

In addition, the rate of pay for Detectives, Police Officers I, Police Officers II, and Police Officers III shall be increased, and made equal to, the Fiscal Year 2024 rate of pay for Police Officers IV. No individual employee's pay will be reduced.

4. Permanent Step Alignment Based on Years of Service.

Effective the first day of the first full pay period commencing on or after January 1, 2024, the City will align bargaining unit employees to the step number that is equal to their years of experience (*e.g.*, step 1 will be equal to one year of experience). This alignment shall not include any transitions to steps due to the employee's ineligibility for a merit increase as a result of not meeting performance expectations. This alignment will be calculated for employees on the Pay Scale as follows:

$[(\text{Date at the time of calculation}) - (\text{Date of Service})^*] - [(\text{Years of Poor Performance})]$

5. Phase in Period for Step Alignment from July 1, 2023 through December 31, 2023.

Effective July 1, 2023 through December 31, 2023 ("Phase in Period"), the City will align bargaining unit employees to the step number that is equal to their years of experience (*e.g.*, step 1 will be equal to one year of experience). This alignment shall not include any transitions to steps due to unfunded merit increases or the employee's ineligibility for a merit increase as a result of not meeting performance expectations. This alignment will be calculated for employees on the Pay Scale as follows:

$[(\text{Date at the time of calculation}) - (\text{Date of Service})^\dagger] - [(\text{Year of Unfunded Merits}) + (\text{Years of Poor Performance})]$

For the purpose of this Phase in Period calculation, the Year of Unfunded Merits includes only Fiscal Year 2021.

6. Hold Harmless.

If due to the unique circumstances of an employee, application of the Years of Service calculation (at any point, including July 2023 or January 2024) would cause the employee to move backwards from their current step, the employee will be not be moved backwards but remain the same number of steps on the new scale as the employee was at the time of the calculation (*e.g.*, if the employee has 5 years of service but had advanced 6 steps on the pre-collective bargaining pay scale, the employee would remain on step 6 of Pay Scale rather than being sent back a step).

* The date hired by the Police Department.

† The date hired by the Police Department.

7. Reduction of Steps.

Effective the first day of the first full pay period commencing on or after July 1, 2023, the number of steps for each pay level (grade) on the simplified Pay Scale shall be reduced by four. That is, the total number of steps on the Pay Scale for Fiscal Year 2024 shall be 14.

8. Year 0.

The Pay Scale begins on Year 0. Year 0 is for Academy and continues during completing training. Upon completion of the Academy and field training process the Officer will begin Step 1, retroactive to the date the officer graduated the Academy.

9. Bargaining unit employees will continue to receive their annual step increase as scheduled on their anniversary date consistent with present practice.

Section B: Fiscal Year 2025 (July 1, 2024 through June 30, 2025)

Continued Pay Scale with Pay Increase.

Effective the first day of the first full pay period commencing on or after July 1, 2024, the Pay Scale shall be increased as reflected in the Pay Scale for Fiscal Year 2025.

Section C: Fiscal Year 2026 (July 1, 2025 through June 30, 2026)

Continued Pay Scale with Pay Increase.

Effective the first day of the first full pay period commencing on or after July 1, 2025, the Pay Scale shall be increased as reflected in the Pay Scale for Fiscal Year 2026.

Section D: Applicability

The Pay Scale for the police employees' bargaining unit applies only to bargaining unit employees who are actively employed by the City when a provision takes effect.

Section E: Pay Scale Table.

The Pay Scale created by the descriptions above is reflected in the table below.

FY24 Pay Scale

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	61,503.59	64,576.73	67,807.40	71,197.45	74,757.23	78,495.09	82,419.84	86,540.84	89,569.77	92,704.71	95,949.37	99,307.60	102,783.37	106,380.78	110,104.11
Police Sergeant	69,497.69	72,971.95	76,620.99	80,451.62	84,474.43	88,698.16	93,133.06	97,789.72	101,212.36	104,754.79	108,421.21	112,215.95	116,143.51	120,208.53	124,415.83
Police Lieutenant	86,288.12	90,603.46	95,133.34	99,889.17	104,885.54	110,129.82	115,636.31	121,418.12	125,667.76	130,066.13	134,618.44	139,330.09	144,206.64	149,253.87	154,477.76

FY25 Pay Scale

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	62,733.66	65,868.27	69,163.54	72,621.40	76,252.37	80,064.99	84,068.24	88,271.65	91,361.16	94,558.80	97,868.36	101,293.75	104,839.03	108,508.40	112,306.19
Police Sergeant	70,887.64	74,431.39	78,153.41	82,060.65	86,163.92	90,472.12	94,995.73	99,745.51	103,236.60	106,849.89	110,589.63	114,460.27	118,466.38	122,612.70	126,904.15
Police Lieutenant	88,013.89	92,415.53	97,036.01	101,886.95	106,983.25	112,332.41	117,949.03	123,846.48	128,181.11	132,667.45	137,310.81	142,116.69	147,090.77	152,238.95	157,567.31

FY26 Pay Scale

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	63,988.34	67,185.63	70,546.82	74,073.83	77,777.42	81,666.29	85,749.61	90,037.09	93,188.38	96,449.98	99,825.73	103,319.63	106,935.81	110,678.57	114,552.32
Police Sergeant	72,305.40	75,920.01	79,716.48	83,701.87	87,887.20	92,281.56	96,895.64	101,740.42	105,301.34	108,986.88	112,801.42	116,749.47	120,835.71	125,064.96	129,442.23
Police Lieutenant	89,774.16	94,263.84	98,976.73	103,924.69	109,122.91	114,579.06	120,308.01	126,323.41	130,744.73	135,320.80	140,057.03	144,959.02	150,032.59	155,283.73	160,718.66

**ARTICLE 10
PAY PARITY**

Section A:

Each fiscal year, the Parties agree to participate in a retreat where they discuss the competitive posture of bargaining unit employees' wages. In preparation for the retreat, the City will conduct a market study of bargaining unit positions to determine the competitive posture of the Department. Information for an assessment of employee pay competitiveness will be ascertained through reliably published compensation survey data.

Section B:

The Parties agree that employee pay is intended to be competitive at a minimum with the average pay of comparator organizations in the primary labor market. The primary labor market is defined as the Counties of Arlington, VA, Fairfax, VA, Prince William County, VA, Montgomery, MD, and Prince George's MD. If the salary of any position within the bargaining unit falls below market averages, the PBA may request to reopen bargaining in Fiscal Years 2024 and 2025 over employee pay for that position. The purpose of any reopened bargaining is to align the position with the competitive marketplace for implementation in the next fiscal year, or sooner, if financially feasible.

**ARTICLE 11
LEVELING DIFFERENTIAL**

Section A:

To provide greater consistency during the transition between the Fiscal Year 2023 Pay Scale to the revised Fiscal Year 2024 Police Bargaining Unit Pay Scale, the City provides the following one-time levelling differential which shall be paid in July 2023.

For purposes of this section, "leveling differential" means a one-time payment to employees who did not receive at least a 10% wage increase in the transition from the Fiscal Year 2023 pay scale to the Fiscal Year 2024 pay scale.

For Police Officers (formerly Police Officers I through IV), the City shall pay an amount equal to the leveling differential percent, not to exceed five percent (5%) base salary change during transition. For Sergeants and Lieutenants, the City shall pay an amount equal to the leveling differential percent, not to exceed four percent (4%) base salary change during transition.

Employees who receive a wage increase at or over the wage increase threshold will not be paid any leveling differential nor will any pay reduction occur.

The leveling differential applies only to bargaining unit employees who are actively employed by the City when a provision takes effect.

Section B:

The City may collect 100% of the amount of any leveling differential paid to an employee who resigns within 12 months of receiving the differential. The City may collect 75% of the amount of

any leveling differential paid to an employee who resigns within 13-24 months of receiving the differential. The provisions of this section shall not apply to any employee who both (i) has 20 years of Department service and (ii) retires, in good standing, from the Department.

ARTICLE 12

LONGEVITY BONUS

In order to retain experienced and well-seasoned officers, the City shall provide a \$1,000 longevity bonus in July 2023 to each active bargaining unit employee who was at Step 18 of the pay scale in effect on June 30, 2023. In order to retain experienced and well-seasoned officers, the City shall provide a \$1,000 longevity bonus in July 2024 to each active bargaining unit employee who was at Step 14 of the pay scale in effect on June 30, 2024.

In order to retain experienced and well-seasoned officers, the City shall provide a \$1,000 longevity bonus in July 2025 to each active bargaining unit employee who was at Step 14 of the pay scale in effect on June 30, 2025.

ARTICLE 13

NOTICE OF BONUS AND PAYMENT

Both 15 days and 30 days prior to the expected date that employees are to receive a longevity bonus and/or leveling differential, the City shall send notice to bargaining unit employees of their expected receipt of the longevity bonus and/or leveling differential. The City shall permit the Employees to make adjustments to their 457 deferrals or other tax-deferred plans or accounts consistent with existing policies and applicable law or regulation.

ARTICLE 14

OVERTIME AND COMPENSATORY TIME

This CBA adopts the City and Department policies on Overtime and Compensatory time.

Employees have the option to receive overtime compensation in the form of compensatory time off with pay at the appropriate overtime rate (i.e. time and one-half the amount of time worked in an overtime status; double time for callback) in lieu of paid overtime.

In calculating overtime pay, employees will be compensated for actual time worked in accordance with the Fair Labor Standards Act and applicable state law.

**ARTICLE 15
CALL-BACK PAY**

- A. Employees will be compensated a minimum of two (2) hours' pay at two times their regular hourly rate when called back to work (including called back to court) and given less than twenty-four (24) hours' notice of the need to return. All hours worked in a call-back status shall be paid at the double time rate.

For employees who are notified that they are required to attend court for work purposes with less than 24-hours' notice, this time is considered a "call back" and will be eligible to receive two times their regular rate of pay as with other types of call back pay. Such time will not be considered "Court Pay" or subject to the "Court Pay" article.

- B. Employees may not pyramid "call-backs." If a member completes a "call-back" assignment prior to the minimum two-hour pay period, they are not eligible for another "call-back" two-hour minimum during the same first call-back period. Only after the initial call-back is concluded is a member eligible to receive another two-hour minimum for a callback during off-duty time.

**ARTICLE 16
COURT PAY**

When an employee is in court during their ordinarily scheduled work shift they are paid the same as if they were doing any other assignment during that work time.

Employees who are required to appear in Court during off-duty periods, and as a witness on behalf of the City in any matter arising out of their service as City employees, will be paid at the applicable overtime rate. The employee is guaranteed a minimum payment equal to two (2) hours at the applicable hourly rate (time and a half if overtime). When an employee is in court during the work shift and must stay longer than the normal/regularly scheduled workday, the stay is considered a shift extension and compensated accordingly.

If an employee receives notification to appear in court in less than 24 hours from receipt of notification and the required court appearance would occur on previously scheduled off-duty time, then the employee is considered to be called back and eligible for call-back pay (as provided in Article 15) at two times their regular rate of pay for all actual hours worked.

**ARTICLE 17
SHIFT DIFFERENTIAL**

All (and only) full-time regular employees, both exempt and nonexempt, will be entitled to the following shift differentials. Shift differentials will also apply to all hours worked on a qualifying shift and overtime hours resulting from shift extensions on a qualifying shift.

For shift starts between 11:00 a.m. and 4:59 p.m., \$1.00 per hour (SDS)

For shift starts between 5:00 p.m. and 4:59 a.m., \$1.50 per hour (SDT)

ARTICLE 18 SPECIALTY PAY

The intent of this Article is to memorialize the specialty pay currently enjoyed by bargaining unit employees.

Employees assigned to the following specialized units, which require special training or experience, are eligible to earn an additional 5% of their base pay paid over 26 pay periods:

- Academy Instructors
- Field Training Officers (FTO) (subject to suspension if FTO refuses to teach two classes in a row, until reinstated with FTO work).
- K9 Unit (K9 Handlers)

Officers receiving specialty pay premium must be assigned to and working in the unit(s) designated above and must maintain any certifications or special qualifications required of these specialty units. The Chief may assign additional categories to specialty pay or pay-as-listed in his discretion.

Other specialty units are paid additional amounts as follows:

Certified Motorcycle Officers assigned to the MOT (Motors) unit, which requires motorcycle certification, are eligible to earn an additional \$300 each year, payable over 26 pay periods.

Employees assigned to the K9 Unit are eligible to earn, once assigned a canine, eight-hours of pay each pay period in which the employee is assigned to a 72-hour biweekly tour of duty. Such pay reflects compensation for the employee's time spent caring for the canine during off-duty hours.

Non-supervisory sworn employees who have spent nine years in the Criminal Investigations Division are eligible to earn the additional premium pay, currently provided, paid over 26 pay periods.

ARTICLE 19 PLACEMENT OF INCOMING OFFICERS INTO APPROPRIATE PLACE ON PAY SCALE

Placement on the pay scale is a reflection of the years of service for the Alexandria Police Department. However, employees hired with relevant law enforcement experience at a similar agency will be placed on the pay scale in accordance with the following guidelines:

- (1) A new employee who is a Virginia Department of Criminal Justice Services (VCJS) certified academy graduate can be placed at the step matching their years of prior relevant experience.
- (2) For a new employee who is a former law enforcement officer from another state or from the Federal Government and who has received an exemption from the Virginia Compulsory Minimum Training Standards, the City will match years of prior relevant experience on a year-for-year basis for a new employee's first five years. For every additional two and a half years of prior relevant experience, that employee can earn an additional step on the pay scale.
- (3) A new employee who is neither a VCJS certified academy graduate or exempt from the Virginia Compulsory Minimum Training Standards can earn one step on the pay scale for every two years of prior relevant experience.

Notwithstanding the above, no lateral hire will be placed at a higher step or receive a higher salary than an officer with equivalent level of experience at Alexandria. For example, an officer coming from another agency with five years of experience under one of the scenarios above can be placed no higher than the step on the pay scale for APD officers who have been with the Department for five years.

The years in this Article refer to steps on the pay scale and do not impact credit on the Alexandria pension plan.

Prior relevant experience is defined as police work (such as active patrol duty) similar to what is required at APD.

ARTICLE 20 LANGUAGE PAY

Any bargaining unit employee demonstrating proficiency to interpret conversations in American Sign Language or any foreign language as determined at the City Manager's discretion, shall be eligible to receive compensation in the amounts determined by the City Manager. In order to receive such compensation, the employee must demonstrate proficiency, in a means agreed to by the Office of the Chief of Police and the PBA, and must agree to provide interpretation services while on duty to the extent this is practical given the employee's assignment and workload, and as approved or directed by the employee's supervisor.

ARTICLE 21 WORK SHIFTS AND SCHEDULES

Section A. Current Hours of Work

Regular Work Period:

- (a) The regular work period for Patrol Officers currently consists of a tour of duty of 80.5 hours in a 14-day period.

- (b) The regular work period for all other employees currently consists of a tour of duty of 80 hours in a 14-day period.
- (c) "Tour of Duty" means the time during which an employee is considered to be on duty for purposes of determining compensable hours.

Section B. Permanent Work Schedule Changes

The Department may change the permanent work schedule and shifts subject to Departmental needs. Before implementing any change in the permanent work schedules or shifts, the Department will provide as much notice as possible, but at least 90 days advanced notice to the impacted officers and follow Article 7.

Section C. Other Schedule Changes

The provisions of Section 2 do not apply when the Department makes (1) temporary or emergency changes to employee work schedule and shifts; or (2) changes to the schedules or shifts of individual employees being transferred. Such arrangements will be worked out by the individual employees and their commanders. Unless specifically agreed to otherwise by the employee or in the case of a bona-fide emergency departmental need, the Department shall provide at least fourteen days' notice to the impacted employee.

Section D. Lunch/Dinner Breaks

This Agreement adopts the current meal/break policy in Directive 4.2.08.

Section E. Open Season Patrol Shift Assignment Policy

The City may promulgate a policy, consistent with Article 7.

ARTICLE 22 STAFFING PRIVATE OR CITY-SPONSORED EVENTS

When the APD is called upon to provide officers to provide security staffing for special events, bargaining unit employees staffing such events, whether voluntarily or conscripted will be subject to the following:

City Events on Non-Holidays. When special events are conducted by the City on days other than holidays, employees will receive one and a half times (1.5x) their normal rate of pay and the current/status quo minimum number hours of pay (three (3) hours pay).

City Permitted Events on Holidays. However, when private special events are held on City holidays, bargaining unit employees staffing such events will be paid two-and-one-half times (2.5x) their ordinary hourly rate and receive a minimum of four (4) hours pay.

Form of Compensation. Employees working City or Private events receiving pay greater than their ordinary rate have the option to receive an equivalent amount of comp time in lieu of the increased pay.

Definition: "Special events" means an event that is approved by the City Special Events Committee.

**ARTICLE 23
LEAVE**

Section A. Adoption of City A.R. 6-18 and Department Directive 4.2

This Agreement adopts City A.R. 6-18 and Department Directive 4.2, which are incorporated into this Agreement by reference, concerning leave subject to the following additional provisions.

Section B. Sick Leave Buy Back Program

The City will conduct a study to calculate the cost and feasibility of the PBA's sick leave buy back program in which employees who have completed 20 or more years of service and who voluntarily separate in good standing from City service shall be paid 75% of their sick leave balance at the current rate of pay at separation. This payment would be considered as payment in full. Alternatively, an employee in good standing may in his/her discretion elect to have up to one (1) year of sick leave be credited as service for retirement purposes. This study shall be completed by January 31, 2022. At which point the Parties will meet in good faith to attempt to implement a proposal.

Until superseded by a negotiated replacement provision at the close of the Leave study, employees who have completed twenty or more years of service and who voluntarily separate from the City shall be paid, at minimum, 25% of their sick leave balance at the current rate of pay at separation.

Section C. Family and Medical Leave and Paid Parental Leave

The City will provide Family and Medical Leave consistent with the Family and Medical Leave Act (FMLA), as amended, and A.R. 6-18, as amended.

The City's Paid Parental Leave is determined on an individual basis (for example, in the case of two City employees in the same family).

**ARTICLE 24
INCLEMENT WEATHER**

If the City designates a City closing (including designating remote-work for City employees) due to inclement weather, but requires police bargaining unit employees to report to work in person, bargaining unit employees shall receive their regular rate of pay and also Emergency Leave Pay (ELP) for all hours actually worked during the City closing. The rate of ELP is equivalent to the employee's rate of pay for the hours worked, but is paid in addition to the regular pay. The City Manager and the PBA will collaboratively determine the effective time for which ELP may be retroactively paid to bargaining unit employees. The City will endeavor to make closing announcements as soon as possible after the emergency occurs.

ARTICLE 25
MEDICAL, DENTAL, AND VISION INSURANCE

Section A. The City shall continue to provide each employee with the option to participate in the City's health, dental, and vision insurance plans.

Section B. When bidding, the City shall look at multiple health and dental insurance plans and providers. The City currently provides employees a choice of two health insurance providers for health insurance, one insurance providers for dental insurance and one insurance provider for vision insurance. The Parties are in agreement that the City will continue to provide health, dental, and vision insurance options at or above the status quo in the future unless cost containment or changes to the applicable pool of insured employees require adjustments to keep costs reasonable for both the employees and the City. In the event that such a change is necessary, the City shall inform all employees and receive feedback and suggestions by PBA.

Section C. Once a year, the City shall meet and consult with the PBA to solicit its views on whether and what additional mandatory and optional health insurance benefits should be included in the City's health insurance plans and requests for proposals (RFPs). PBA shall, prior to this meeting, meet with the provider representatives at an open enrollment event. The City shall design its RFPs to solicit a competitive number of quality proposals at least every three years, or such other number of years as are calculated to receive competitive proposals to minimize cost to both City and Employees as well as maximize value to employees. The City shall provide to the PBA, upon request and in a timely manner, any RFP awarded for health, dental, and vision.

Section D. The City may amend the structure of health, dental, and vision insurance plans from time to time to allow for cost containment features aimed at keeping annual premiums (for employee and employer) to a manageable level. Changes may include but are not limited to annual deductible co-pays for prescription drugs, emergency room visits, and physician office visits. The City will present its changes citywide. Employees will be informed in advance of each annual one-month Open Enrollment period of any changes so that they may make informed choices.

Section E. The City shall contribute to each employee's City health insurance plan in accordance with its present practices.

ARTICLE 26
LIFE INSURANCE

The City shall continue to provide employees with the option to participate in the City's life insurance and accidental death and dismemberment insurance (AD&D) plans. For employees hired before July 1, 2009, the City offers life insurance at two times the employee's salary at the City's cost. For employees hired on or after July 1, 2009, the City offers life insurance at one time the officer's employee's salary. The total amount of insurance can be doubled if the employee pays for the increased expense.

The City may amend the structure of life insurance and AD&D plans from time to time to allow for cost containment features aimed at keeping annual premiums (for employee and employer) to

a manageable level. The City will present any change(s) to the PBA prior to implementation. Employees will be informed in advance of each annual one-month Open Enrollment period of any changes so that they may make informed choices. The City shall provide an option for employees to obtain supplemental employee life insurance and AD&D with an employee contribution.

ARTICLE 27 INSURANCE COMMITTEE

The PBA shall have the right to establish an Insurance Committee. In accordance with the Virginia Freedom of Information Act, the Committee may request and be given access to all public records (as defined in Va. Code § 2.2-3701) of the City relating to insurance costs and coverages of insurance which the City provides to the bargaining unit employees. The Committee may review these documents and present recommendations to the City with regards to coverage.

ARTICLE 28 HOLIDAYS

The City's holidays are designated annually by the City Manager.

1. Employees in a non-overtime status who work on a designated and official City holiday will receive their normal holiday entitlement (one work day's pay) plus hour-for-hour pay or compensatory time for their normal scheduled hours on the holiday.
2. Employees who do not work on an official City holiday will receive holiday pay for eight hours, or a prorated portion based on their regularly scheduled number of hours per day, if less.

The holiday premium provided for in this Article shall not be applied to increase any applicable shift differential.

ARTICLE 29 DISABILITY BENEFITS

The City shall continue to provide each employee with the option to participate in the City's Long-Term Disability insurance plan. The City and PBA shall continue to work together in good faith on policy reforms regarding the City's disability benefits, including those available under the City's Pension Plan. The City shall form a committee, to include PBA representatives, to create a recommendation by September 30, 2023. If the City and PBA cannot come to a good faith agreement, based on the report of the committee within 6 months of September 30, 2023, the parties may proceed to impasse resolution, including mediation and factfinding under the ordinance.

Employees will be informed in advance of each annual one-month Open Enrollment period of any changes so that they may make informed choices.

ARTICLE 30 VEHICLES

Section A:

Employees who have, on the effective date of this Agreement, access and authority to use a City-owned vehicle for driving to and from home shall continue to have that access and authority throughout the term of this Agreement, subject to the conditions and limitations in this Article. Each vehicle may be used by the employee for use on-duty and travelling to and from duty.

Section B:

All lieutenants will maintain take-home vehicle assignments. In addition, take-home vehicles assigned to employees by virtue of their assignment (for example, Detectives) stay with the assignment when the employee's assignment changes. Vehicles assigned to employees by virtue of City-residence may be reassigned based on a change in residence. The use of a City vehicle by an employee may be revoked by the Chief if the individual assigned the vehicle is not insurable per state minimum requirements. Each employee assigned a vehicle shall be required to use the vehicle in a manner consistent with Department policies. The Chief has the sole discretion whether to assign or not assign or to remove a vehicle from any employee.

ARTICLE 31 OFFICER HEALTH AND LONGEVITY

Section A. All members of the Bargaining Unit will be entitled to work-out time on duty, at the Departmental facilities, for one (1) hour at the beginning or end of shift upon request with supervisor approval, subject to staffing needs and calls for service.

The employee's supervisor can determine whether the work-out time is at beginning or end based on staffing needs.

Section B. If City changes its policy regarding when physicals are required of bargaining unit employees those changes will go through Article 7 (including section E). Unless and until agreed upon bargaining unit employees shall not be subject to requirements different from the status quo (at the time of this Agreement no physicals are required).

Section C. The City shall continue to provide employees access to mental health and wellness services at the City's cost through an employee assistance program.

ARTICLE 32 TUITION REIMBURSEMENT

The City agrees to continue implementation of A.R. 6-16 (Employee Educational Tuition Assistance Program). The City may amend A.R. 6-16 to allow for cost containment features aimed at keeping City expenditures to a manageable level. The City will present any change(s) to the PBA prior to implementation. Employees will be informed in advance of any changes so that they may make informed choices.

The PBA will research re-establishment of a cohort program and present its findings to the City by December 1, 2023. The Parties will discuss whether a cohort program can be re-established to suit the needs of the Department and bargaining unit employees.

**ARTICLE 33
SUBSIDY FOR LIVING IN THE CITY**

Employees who complete the City's Residential Police Officers process and are assigned as a Residential Police Officer (RPO) are eligible to receive \$10,000 each year, payable over 26 pay periods. The City may expand the program to increase the number of officers in the RPO program in its discretion.

**ARTICLE 34
UNIFORMS**

The PBA shall form a committee of not more than 11 officers assigned to patrol (i.e. at the rank of officer, not yet promoted to sergeant or above). The Chief may provide parameters for uniform changes. The committee will elect a chair for the committee. The committee shall create a recommendation for the Chief of Police regarding uniform changes. The recommendation shall be taken to the Chief for action with assistance of a PBA Representative. The Chief of Police will have the final say about the implementation of any uniform changes.

The PBA may set up special committee(s) to address uniform matters outside of patrol. Any specialized units (such as Motors, CID) interested in forming committees to address unique uniform issues may set up committee with PBA. These committees will also elect a chair and issue a recommendation. Any such recommendation shall be first submitted to the PBA and then taken to the chief for action with the assistance of PBA Representative. Chief of Police will have the final say about the implementation of any uniform changes.

This process shall replace any previous forms of uniform committees.

**ARTICLE 35
SENIORITY AND TIME IN SERVICE**

Seniority is determined:

1. First by rank with the Alexandria Police Department.
2. Second by continuous service within the rank with the Alexandria Police Department. An employee just promoted has a lower seniority level than an employee of the same rank or grade with an earlier date of promotion. Prior service in another rank or grade within the Police Department, or prior service of any type with another city agency has no bearing on seniority within a given rank.

3. Third by total continuous service with the Alexandria Police Department. If there is a break in service (voluntary or involuntary) the employee's seniority suspends with the last payroll. Seniority resumes when the employee returns to work in a paid status in the same position.
4. Fourth by total continuous service with the City of Alexandria.

The City shall maintain its current break in service policy.

ARTICLE 36 PROMOTIONS

Section A. Promotions Processes

The Department shall create and maintain a promotions policy (or directive) by July 1, 2023, subject to Article 7, that meets the following minimum criteria:

1. The process will look to objective standards and relevant criteria for the position established with input from the PBA.
2. In addition, promotional announcements must be consistent with the following minimum standards for the following positions.
 - a. Candidates for promotion to sergeant must have been employed by the Alexandria Police Department as an officer for a minimum of five years between the date of hire and the date of the announcement closure.
 - b. Candidates for lieutenant must have been concurrently employed by the Alexandria Police Department as a sergeant for a minimum of three years between the date of promotion and the date of the announcement closure.
 - c. Candidates for captain must have been concurrently employed by the Alexandria Police Department as a lieutenant for a minimum of three years between the date of promotion and the date of the announcement closure.
3. Each promotional process will remain consistent from start to finish and will not be changed once the process has begun to the prejudice of one or more of the candidates absent agreement by all candidates.
4. The Department is encouraged to seek a contract with a process provider that will provide meaningful feedback session for each candidate from someone who has knowledge of the process, its scoring, and what a candidate could do to improve future performance.
5. Promotions will be based on categories, rather than ranked list.

Section B. Acting Ranks.

The Chief may appoint employees to positions in an “acting” capacity (*e.g.*, a sergeant in an “acting lieutenant” role). The Chief or his designee may only appoint candidates to the acting positions of lieutenant and captain, who meet the minimum requirements for those positions as defined in this Article.

However, when there is an operational need, the Chief or his designee may place an individual in a role of any acting position not to exceed one single shift.

Section C. Timing of Promotions and Vacancies

If a vacancy arises when there is an active promotional list, the City will promote a candidate from the active list within 30 days unless extenuating circumstances exist, including but not limited to, the inability to meet minimum staffing requirement of patrol officers. Upon written request by the PBA, the Department will explain the extenuating circumstances.

Section D. Eligibility List

The City shall promptly notify the PBA of promotional or specialized unit vacancies and the date the vacancy opens or is filled. In addition, at the time of the promotional or other competitive announcement the Department shall announce the current number of vacancies for any given promotional rank or specialized unit.

Eligibility lists expire two years from the date the process eligibility list is announced in writing to the candidates in the process. The list shall not be extended unless the vacancies that come open during the pendency of the acting list have not been filled because of extenuating circumstances set forth in Section C.

In such a case the Chief shall keep the candidates on the list eligible for the number of positions available at the time of the expiration (for example, eligible candidates remaining on an active list are tied to the vacancies at the time of the expiration of the list). In such a situation the City shall notify the PBA and the effected members on the promotional list.

Any vacancies that arise after the extension will be subject to the next promotional process and list.

ARTICLE 37 TRAINING

The City will ensure officers have access to training required by law and to meet Department needs. When training resources are limited the Department shall prioritize resources in the following order: (1) mandated in-service requirements (required for certification as law enforcement officers), (2) specialized training related to officers’ current job functions, (3) other trainings based on departmental need.

ARTICLE 38 RETIREMENT

The City shall continue to provide the retirement benefit plans to bargaining unit employees.

Section A. Early Retirement Option

The City shall conduct a study regarding a cost-neutral 20-year retirement option with an immediate payout and no minimum age requirement as an incentive to draw new officers to Alexandria and retain officers who have faithfully served the City. The study shall be completed by August 1, 2023. If the City and PBA agree on a workable early retirement option, the City will implement the option by July 1, 2024, unless the parties agree to another date.

Section B. Retiree Health Care Stipend

1. The City shall continue to provide the monthly health care stipend (\$260 per month) to retirees unless and until adjusted pursuant to Section B(2).
2. The City shall conduct a study, including a review of the non-pension post-employment benefits (OPEB) funds and the actuarial costs of an increased stipend, to consider what increase, if any, can be made to the health care stipend to retired members of the bargaining unit. The City shall report back to the PBA by July 1, 2023. If possible, and as agreed to by the PBA and the City, the City will implement an appropriate increase at that time. The study shall also consider whether the stipend can or should be tied to a metric such as a percentage of the cost of health insurance plans offered by the City or a cost of living adjustment.
3. Any premium holiday afforded to current employees during the pendency of this Agreement will also be provided to retired members of the bargaining unit.

ARTICLE 39 SETTLEMENT OF DISPUTES AND GRIEVANCE PROCEDURE

Section 1: Purpose and Coverage

The purpose of this Article is to establish a just and fair method for the resolution of disputes that may arise between the City government and its employees.

Police Officers may initiate a grievance pursuant to the Administrative Regulation or this Article, but not both. Nothing in this Article is intended to create, alter, infringe upon, or otherwise affect any rights of Employees under the Law-Enforcement Officers Procedural Guarantee Act, Va. Code § 9.1-500 *et seq.*

The procedures described above in this Article are not the exclusive method available to employees for resolving disputes with the City government and shall not act as a limitation on other such methods. Examples include, but are not limited to, the following. Disputes involving claims of discrimination based on race, color, religion, disability, national origin, ancestry, marital status, age, or sex or violation of whistleblower protections may also be resolved through the procedure established by the United States Equal Employment Opportunity Commission and/or through the

procedure provided under the Alexandria Human Rights Code. All methods of pursuing a grievance are available to all employees, including those serving in their initial probationary period. For information on these procedures, employees should contact the Alexandria Human Rights Office. An attempt to resolve disputes involving claims of sexual harassment must initially be made under the procedure established by Administrative Regulation 6-25 before the procedure established by this Article may be utilized.

Section 2: Policy

It is the policy of the City to review all grievances of City employees and to resolve them fairly and promptly. Every attempt will be made to resolve grievances at the lowest level of supervision. Employees have the right to file grievances, appear as witnesses in grievance hearings, obtain documents relevant to their grievance hearing, compel witnesses subject to this process to appear as witnesses in grievance hearings, question and cross-examine witnesses, and fully utilize this procedure without fear of harassment, retaliation, discrimination, or reprisal.

At Step 3 of the procedure established by this Article, employees with a grievance shall have the right to present evidence before a neutral arbitrator, hearing officer, or tripartite panel, as appropriate.

The fees and expenses of any person called by the grievant as a witness or employed by the grievant as a representative shall be the sole responsibility of the grievant.

Section 3: Definitions

- A. A grievance shall be a complaint or dispute of any employee relating to employment with the City, including but not necessarily limited to:
1. Disciplinary actions as described in Administration Regulation 6-20.
 2. The proper application of personnel policies, procedures, rules, and regulations.
 3. The claimed violation of a provision of this Collective Bargaining Agreement.
 4. Acts of retaliation as a result of utilization of the grievance procedure or of participation in the grievance of another City employee.
 5. Complaints of sexual harassment or discrimination on the basis of race, color, religion, political affiliation, age, disability, national origin, marital status or sex. If such an employee complaint is against the immediate supervisor, the employee may initiate a grievance at the next level in the organization with the agreement of management; provided, however, that a complaint of sexual harassment must first be pursued under Administrative Regulation 6-25 and, after the process set forth in that administrative regulation has been completed, a grievance under this Article may be pursued; provided further, that, if such a grievance is pursued, it must be initiated within the time periods set out in Section VIII.C of Administrative Regulation 6-25, and it shall begin at Step 2 of the procedure established by this Article.
 6. Acts of retaliation because the employee has complied with any law of the United States or of the Commonwealth, has reported any violation of such law internally or to a governmental authority or has sought any change in law before the Congress of the United States or the General Assembly.

- B. The City Council and the City Manager retain the exclusive right to manage the affairs and operations of City government as defined in City Ordinance Section 2-5-70 and to the extent not contradicted by an applicable Collective Bargaining Agreement. Accordingly, the following matters are not grievable under the procedure established by this Article.
1. Any counseling that is not defined as a disciplinary action in Administrative Regulation 6-20. This includes but is not limited to verbal counseling and follow-up emails regarding a verbal counseling.
 2. The content of ordinances, statutes and established personnel policies, procedures, rules, and regulations.
 3. The establishment and revision of wages, salaries, benefits, and position classifications.
 4. The failure to promote, except where the employee can show that established promotional policies, procedures, or standards were not followed or applied fairly.
 5. The failure to transfer, to reassign or to retain, except where the employee can show that established personnel policies or procedures were not followed.
 6. The hiring, promotion, transfer, assignment, reassignment, and retention of another employee. This shall not prohibit the PBA from filing a grievance as to alleged violation or misapplication of this Agreement or related policies.
 7. The termination, lay-off, demotion, or suspension from duties of an employee due to a lack of work, reduction in the work force, job abolition, or budget restrictions, except where such action affects an employee who has been reinstated within the previous six months as a result of the final determination of a grievance. In any grievance brought under the exception to this rule, the action of the City shall be upheld upon a showing by the City that (a) there was a valid business reason for the action, and (b) the employee was notified of such reason in writing prior to the effective date of the action.
 8. The work activity assigned to an employee as a condition of employment, the work activity which may reasonably be expected to be a part of the job content, and the measurement and assessment of an employee's work performance by a supervisor through an informal discussion, a counseling session, a formal performance evaluation, or any other means, except that a performance evaluation shall be grievable where the employee can show that it was arbitrary or capricious, or was not conducted in accordance with established practice and procedure.
 9. The methods, means, facilities, and personnel by which work activities are to be conducted and City services are to be delivered, including the following:
 - a. The provision of new, improved or changed equipment, tools, and facilities;

- b. The determination of the City's financial, budgetary, accounting, and organizational policies and procedures;
 - c. The utilization of personnel and the scheduling of work, including the assignment to a particular shift, the rotation of the work week, and the assignment and requirement of overtime;
 - d. The determination of appropriate training and career development for an employee and a decision approving or rejecting a particular training or career development; and
 - e. The consideration of and the decisions regarding contracting out for goods and/or services.
10. Actions taken as necessary to carry out the duties of the City in emergencies, including the relief of employees from duty.
11. Any action which is necessary to comply with City, State, or Federal law.
12. The determination of the governmental services to be rendered to the residents of the City.

Section 4: Grievances initiated by the PBA

The PBA has the right to bring a grievance on behalf of bargaining unit employees in its own name concerning disputes relating to the interpretation or application of this Agreement and/or involving multiple employees. Only the PBA may file a complaint alleging a labor-management dispute (difference of position as between the City and PBA concerning the administration or interpretation of this Agreement) when the resolution to such a decision will create precedent as to how the Agreement will be interpreted or enforced between the bargaining unit and the City.

When the PBA itself files the grievance, it will utilize the grievance procedures in this Article except that it will initiate its written grievance with the Chief at Step 2 within 20 days of notice of the issue being grieved.

Section 5: Grievability and Access to Procedure

- A. A grievance which presents a matter that is not grievable or which is initiated in a manner that precludes, or by a person who lacks, access to the grievance procedure established by this Article (e.g., the grievance is untimely initiated) may be rejected at any step of the grievance procedure; provided, however, that any Step 1 supervisor who believes that a grievance presents a non-grievable matter or is ineligible for access to the grievance procedure established by this article shall refer the grievance to the Chief for a decision on the grievability or access issue. Any decision denying a grievance on grievability or access grounds shall be in writing.
- B. Any grievant whose grievance is rejected by the Chief on the ground that it presents a non-grievable matter or is ineligible for access to the grievance procedure may appeal the

grievability decision to the Chief Human Resources Officer. The appeal shall be in writing and shall set forth the reasons the grievant believes the matter is grievable or is eligible for access to the grievance procedure. This grievability appeal shall be filed with the Chief Human Resources Officer within ten (10) calendar days following the written decision of the Chief of Police. The Chief Human Resources Officer shall review the decision and render his/her own decision in writing within seven (7) calendar days. A grievability appeal shall be deemed "filed" when emailed, mailed, or hand-delivered to the Chief Human Resources Officer. The burden shall be upon the grievant to prove the timeliness of this grievability appeal.

- C. Within ten (10) calendar days following a decision by the Chief Human Resources Officer that a matter is not grievable or is ineligible for access to the grievance procedure, the grievant may appeal the Director's decision to the Alexandria Circuit Court for a *de novo* decision regarding grievability. The grievant shall initiate such an appeal by written notice to Chief Human Resources Officer, and the appeal notice shall set forth the reasons why the grievant believes the grievance presents a grievable matter or is eligible for access to the grievance procedure.
- D. Within ten (10) calendar days following receipt of an employee's appeal, the Chief Human Resources Officer shall transmit the grievance, the written decision or decisions concluding that the matter raised by the grievance is not grievable or is ineligible for access to the grievance procedure, any further statement by the City on grievability or access, and the employee's appeal notice to the Circuit Court Clerk. A copy of the transmittal shall be provided to the grievant and to any other parties.

Section 6: General Provisions and Procedural Compliance

- A. Meetings required by this Article between the employee and a supervisor or manager are to be face-to-face.
- B. To assist the parties in fully understanding the nature and scope of a grievance, at Step 2 of the procedure established by this Article, the grievant shall complete the City's Report of Grievance form and, as part of this form, shall provide the following:
 - a. a complete statement of the specific nature of the grievant's complaint or dispute;
 - b. a complete statement of the specific actions or inactions being grieved and the specific reasons why the grievant contends that they were improper or inappropriate; and
 - c. the complete statement of the specific remedial action desired by the grievant.
- C. Following the filing of the Report of Grievance to initiate Step 2 of the procedure established by this Article, a grievant may not supplement his/her grievance by identifying additional actions or inactions being grieved, by stating additional reasons why he/she contends the actions or inactions being grieved were improper or inappropriate, or by stating additional or broader desired remedial action; provided, however, that a grievant may supplement his/her grievance at Step 3 by stating reasons why he/she contends the

actions or inactions being grieved were improper or inappropriate which are not set out in the Report of Grievance filed to initiate Step 2 where the grievant first learns of such additional reasons during Step 2 or after. Allegations of retaliation for filing a grievance may be included by the grievant as an addendum to the original grievance at any point in the process.

- D. After the initial filing of a written grievance, the failure of either party to comply with any substantial procedural requirements of the grievance procedure without just cause will result in a decision in favor of the other party on any grievable issue; provided, that the party not in compliance fails to correct the noncompliance within five (5) work days of receipt of written notification by the other party of the compliance violation. Such written notification by the grievant shall be made to the Chief Human Resources Officer. For purposes of this subsection, the time periods noted in Section 7 below constitute substantial procedural requirements.
- E. If a noncomplying party at Step 1, 2, or 3 of the grievance procedure established by this Article has not remedied the compliance violation within the five-day period referenced in Section 6(D), the other party may request a determination from the Chief Human Resources Officer or designee as to whether the failure of the noncomplying party to comply with a substantial procedural requirement was without just cause. Upon receipt of such a request the Chief Human Resources Officer or their designee may require from the noncomplying party a clear written explanation of the basis for a just cause exception. A compliance determination made by the Chief Human Resources Officer or designee shall be subject to judicial review by the filing of a petition with the Alexandria Circuit Court within 30 days of the determination.
- F. All matters relating to procedural compliance at Step 3 of the procedure established by this Article shall be determined by the Step 3 Decisionmaker, as appropriate. Failure of either party without just cause to comply with any substantial procedural requirements applicable at Step 3 shall result in a decision in favor of the other party.
- G. **Provision of Requested Remedy**
A grievance shall become moot and shall be dismissed whenever the City agrees to and does provide the remedial action requested by the grievant in the Report of Grievance form. The grievance shall be deemed suspended from the time of the City's agreement to the time the remedy is provided.
- H. **Extension of Time Periods**
Time periods for filing a grievance may be extended by written agreement between the grievant and the management official responsible for the grievance at the time. At Step 3, the Step 3 Decisionmaker may, with just cause, extend the time periods applicable to Step 3.
- I. **Separation from Employment**
A grievance initiated prior to the grievant's separation from employment with the City may, at the grievant's option, continue to be processed through the grievance procedure.

Following separation (see Section 7 for time limits), the only grievance that may be initiated by a former employee is one challenging his/her termination. An employee who has resigned may not file a grievance challenging his/her separation from City employment.

J. Assistance

No City assistance will be provided in relation to the merits of the grievance or strategies for presentation.

K. Distribution of Notices and Findings

Copies of the notices and decision at each step of the grievance procedure will be furnished only to the grievant, grievant's representative (if any), the Chief (or designee), and the Department of Human Resources. Upon request, the Department of Human Resources will provide a maximum of two (2) copies to the grievant. Distribution shall be by personal service, email, or U.S. mail to the grievant's address as designated on the Report of Grievance form. When delivery is by U.S. mail, the date of receipt shall be three days after the date of mailing.

L. Reasonable official time during working hours will be allowed for employees and recognized PBA representatives to present grievances, including attendance at meetings with Management officials.

Section 7: Procedures

Recognizing that grievances should be raised and resolved promptly, a grievance must be filed within twenty (20) calendar days following either the event giving rise to the grievance or the time when the employee reasonably should have gained knowledge of its occurrence. Any grievances involving a termination shall be initiated at Step 2. Complaints about sexual harassment, which are required to be initiated under the procedures established by Administrative Regulation 6-25, shall, if not fully resolved through that procedure, begin at Step 2.

A. Step 1: Discussion with Immediate Supervisor and Verbal Response

Most employee complaints can be resolved informally through communication between the employee and his/her immediate supervisor (or designee). Accordingly, an employee desiring to initiate a grievance shall, within the 20-day period set out above, discuss the grievance with his/her immediate supervisor (or designee when the supervisor is inappropriate to settlement of the grievance). This discussion must be clearly identified by the grievant as a Step 1 grievance discussion. The supervisor shall address the grievance and shall respond orally within four (4) calendar days after the discussion. If the grievance involves two or more employees, it may be presented with one or more aggrieved employees present. At the Step 1 Discussion, representation shall be limited to a silent observer present during the discussion.

B. Step 2: Written Appeal to Department Head, Meeting and Written Response

If the grievance is not resolved at Step 1, the grievant may pursue the grievance to Step 2 by filing his/her Report of Grievance with the Chief within seven (7) calendar days of the receipt of the supervisor's Step 1 response. A meeting shall be held involving the Chief (or designee) and the grievant at a mutually agreeable time within seven (7) calendar days of the Chief's receipt of the Report of Grievance. The grievant may have a representative at this hearing and, if so, management may also have a representative. In addition, other persons may be present at the meeting as non-participating observers if their presence is agreed to by both the grievant and the Chief. Both the grievant and management may present witnesses and other evidence at the meeting. Witnesses may be present at the meeting only while actually providing testimony. Pertinent documents and other records may be obtained and reviewed by the Chief (or designee). The Chief (or designee), after consultation with the Department of Human Resources, shall provide a written response to the grievant within seven (7) calendar days of the meeting.

C. **Step 3: Written Appeal to an Arbitrator, Administrative Hearing Officer, or Tripartite Panel and Determination.**

If the grievance is not resolved at Step 2, the grievant may take the matter to Step 3 and a final determination in accordance with the below provisions.

For any grievance that claims a violation of a provision of this Collective Bargaining Agreement, the grievant may, at his option, take the Step 3 grievance to an arbitrator in lieu of appeal to Administrative Hearing Officer or Tripartite Panel. Only the PBA or an individual grievant or grievants(s) authorized and represented by the PBA may take such matters to an arbitrator. For any other grievance, the grievant may either invoke a tripartite grievance panel consistent with A.R. 6-21 or seek relief from an administrative hearing officer.

The grievant shall initiate Step 3 by filing an appropriate request in writing to the Chief Human Resources Officer within fourteen (14) calendar days after receipt of the Step 2 decision. This request shall contain the grievant's election of arbitration, state administrative hearing officer, or grievance panel. The applicable arbitrator, state administrative hearing officer, or grievance panel may be referred to as the Step 3 Decisionmaker.

Step 3 Resolution by Arbitrator

If the grievant has elected to arbitrate the matter, the arbitration shall be consistent with the following provisions:

1. Selecting an arbitrator. Within seven (7) days of receiving the appeal to arbitration, the City shall request a list of at least seven arbitrators knowledgeable in local government labor/employee relations from the Federal Mediation and Conciliation Service (or another qualified source of arbitrators or neutrals if mutually agreed by City and Grievant). Unless the Grievant and City agree on the arbitrator from this list, the Grievant and City will alternatively strike names until a single arbitrator's name remains. If the list of arbitrators contains an odd number of names, the

Grievant shall strike the first name and the City shall have the last choice to strike. If the list of arbitrators contains an even number of names, the City shall strike the first name.

2. The City and the grievant may have present a representative of their choice.
3. Powers of Step 3 Decisionmaker. The Step 3 Decisionmaker shall have no authority to amend, add to, or subtract from the provisions of this Agreement. He or she shall make such award as he or she shall decide is proper under this Agreement. The Step 3 Decisionmaker's decision shall be final and binding on all parties.
4. The Step 3 Decisionmaker shall set a mutually agreeable time and date for a hearing as soon as the Step 3 Decisionmaker can reasonably be available. The parties may offer any relevant evidence at the hearing and shall produce such additional evidence as the Step 3 Decisionmaker may deem necessary for understanding and determining the dispute. The Step 3 Decisionmaker shall be the judge as to the relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the Step 3 Decisionmaker and parties. There shall be no communication by the grievant or the City with the Step 3 Decisionmaker outside of the hearing, except as provided for in the procedures in this Article. The parties may file post-hearing briefs at a time determined by the Step 3 Decisionmaker at the hearing. The Step 3 Decisionmaker shall render a decision in writing no later than fourteen (14) calendar days after the Step 3 Decisionmaker has declared the hearing record closed, which shall be when all of the evidence and post-hearing briefs have been received by the Step 3 Decisionmaker.
5. Because the hearing is not a formal court hearing, the rules of evidence and the rule against hearsay shall not apply. However, the underlying purpose of the rules of evidence and rule against hearsay shall be applied by the Step 3 Decisionmaker to preserve the basic due process to which the parties are entitled..
6. The parties shall meet and confer no later than 7 calendar days before the date of the scheduled arbitration. At the meeting the parties shall make good faith effort to identify the issue(s) succinctly, develop stipulations, and identify joint exhibits.
7. The parties may present witnesses and submit documents for review by the Step 3 Decisionmaker. Unless otherwise agreed to by the parties, a witness and exhibit list must be exchanged 7 calendar days prior to the scheduled hearing via email to the other Party and the Step 3 Decisionmaker. Any exhibit not previously exchanged between the parties shall not be accepted into evidence unless the Step 3 Decisionmaker determines there is good cause to accept the exhibit.
8. If requested by either party, and the Step 3 Decisionmaker deems appropriate, the Step 3 Decisionmaker should hold a conference call prior to the hearing date with the parties and/or representatives to resolve any prehearing issues.

9. The cost of arbitration will be split equally between the parties.
10. If a transcript of the hearing before the Step 3 Decisionmaker is ordered, the ordering party shall pay the transcription fee. The other party may review this transcript at a mutually agreeable time or may obtain a copy at copy cost. If both parties agree to order a transcript, the cost of the original and one copy shall be borne equally by the parties.
11. The decision of the Step 3 Decisionmaker shall be final and binding and shall be consistent with provisions of law and written policy.

Step 3 Resolution by Tripartite Panel

1. Members of the tripartite panel shall be selected in accordance with A.R. 6-21. However, in the event that the grievant elects a grievance panel (whether or not the grievance concerns direct alleged violation of the Collective Bargaining Agreement), he/she may request that a neutral arbitrator be chosen as the chair of the panel in accordance with the procedures in Subsection 1 of the "Step 3 Resolution by Arbitrator" section, above. In such a case the parties will equally split the cost of the arbitrator and the remaining panel members will be selected in accordance with A.R. 6-21.
2. However, in a grievance challenging a written reprimand or discipline at the level of a written reprimand or below, the grievant shall not be entitled to an arbitrator or panel chaired by an arbitrator. In such grievances the grievant may proceed to a Step 3 tripartite panel without an arbitrator or an administrative hearing officer.
3. The hearing shall proceed in accordance with the provisions in this Collective Bargaining Agreement except that the majority vote of tripartite panel shall serve in place of the arbitrator as the Step 3 Decisionmaker.

Step 3 Resolution by State Administrative Hearing Officer

1. Within seven (7) calendar days after the request has been received by the Chief Human Resources Officer, the City shall contact the Executive Secretary of the Supreme Court of Virginia to request the appointment of an Administrative Hearing Officer. The appointment shall be made from the list of the administrative hearing officers maintained by the Executive Secretary pursuant to Virginia Code Section 2.2-4024 and shall be made from the appropriate geographical region on a rotating basis. In the alternative, the City may request the appointment of an administrative hearing officer from the Virginia Department of Human Resource Management. The City shall bear the cost of such officer's services.
2. Proceedings by State Administrative Hearing Officer shall proceed in the same manner as matters before an arbitrator, with the Administrative Hearing Officer serving in place of the arbitrator, except as modified by law (including Va. Code Section 2.2-4024, 2.2-4024.1, and 2.2-4024.2).

D. Implementation of final hearing decisions.

1. Either party may petition the Alexandria Circuit Court for an order requiring implementation of the hearing decision.
2. The review of the Circuit Court shall be limited to the question of whether the decision of the Step 3 Decisionmaker was consistent with the provisions of law and written policy. Any review of factual matters decided by the Step 3 Decisionmaker shall be limited to whether the Step 3 Decisionmaker was without, or exceeded, his or her jurisdiction or abused his or her discretion, or whether the award on its face was contrary to law and public policy; or was procured by fraud, collusion, or other similar and unlawful means.

Section 8. Documentation Relating to a Grievance

When initiating a grievance, and after initiation, an employee may request from the City documents directly related to the actions or omissions grieved, provided that the scope of the request is reasonable and in proportion to the matter being grieved

Once a grievance has been initiated, an employee's request for documents directly relating to his/her grievance, pursuant to the Freedom of Information Act ("FOIA"), shall also be treated by the agency as a request for documents under the grievance procedure, provided that the employee indicate in the FOIA request that there is a related grievance pending. Upon receipt of such a request, a party shall have a duty to search its records to ensure that, absent just cause, all such directly relevant documents are provided. All such documents must be provided within 10 workdays of receipt of the request. If it is not possible to provide the requested documents within the 10 workday period, the party must, within 10 workdays of receiving the request, explain in writing why such a response is not possible, and produce the documents no later than 15 work days from the receipt of the document request.

If responsive documents are withheld due to a claim of irrelevance and/or "just cause" ("just cause" may include, but is not limited to, undue burden and legal privilege), the withholding party must provide the requesting party with a written explanation of each claim, no later than 10 workdays from the receipt of the document request. If a document does not exist, the requesting party shall be informed of its nonexistence. The party requesting the documents has the option of demanding, in writing, that the grievance process temporarily halt until the documents are provided. (An employee's demand shall be presented to the City's Human Resources Office or the current member of management with whom the grievance is pending (for example, a step-respondent).)

Documents pertaining to non-parties that are directly relevant to the grievance shall be produced in such a manner as to preserve the privacy of the individuals not personally involved in the grievance. A party shall not be required to create a document if the document does not exist. The party requesting the documents may be charged a reasonable amount not to exceed the actual cost to retrieve and duplicate the documents.

If a party's document request is denied by the City prior to the appointment of an Step 3 Decisionmaker, then the requesting party may seek relief from the City Manager. The denial may

also be appealed at Step 3, in which case the Step 3 Decisionmaker may require the documents to be provided in advance of the Step 3 hearing.

ARTICLE 40 LABOR MANAGEMENT PARTNERSHIP

Section A. In order to facilitate communication between labor and management, a Labor Management Partnership will be created consisting of the Chief and/or his designated alternate, up to two additional representatives of the Department, and one to four representatives of the local PBA chapter. The Chief will designate management representatives and the PBA shall select PBA representatives. Members will serve at the pleasure of the Chief or PBA President, respectively.

Section B. The Labor Management Partnership may discuss any area of the Department, except grievances, as defined in Virginia Code § 15.2-1507, or employee discipline matters. (Nothing in this section impairs the ability of the PBA representatives from representing grievants or prevents the Chief or PBA representatives from discussing grievances in other settings). The agenda will be based on the problem areas brought to the attention of the Partnership and on any area representative members of the Labor Management Partnership believe need to be addressed. Agenda topics may be posted on the PBA bulletin board and disseminated to the Labor Management Partnership members at least one (1) week prior to the monthly meeting.

Section C. Realizing that communication is the key element to the smooth operation of an organization, the Labor Management Partnership will foster an element of cooperation and unity of organizational members, be they labor or management.

Section D. The parties aspire to meet monthly but meetings shall be held at least every other calendar month. Additional meetings may be scheduled by mutual agreement of the Partnership and the Chief.

Section E. If not already chosen by the Chief as representatives, the Partnership, by mutual agreement of the Chief and the PBA, may request the attendance of City representatives to supply necessary information.

Section F. Recommendations adopted by the Labor Management Partnership will be sent to the Chief if they can be effectuated at the Department level. Recommendations adopted by the Labor Management Partnership will be sent to the City (through the representative chosen by the City) if they require action or approval by the City. The Chief and the City enjoy discretion as to whether and how to implement these recommendations. The Chief and the City will respond to recommendations within 60 days of receipt.

ARTICLE 41 LEGAL DEFENSE AND REPRESENTATION

Section 1. In accordance with its current practice, the City will continue providing legal defense and indemnification to employees in any civil action that alleges damages resulting from tortious

acts or omissions committed by the employee within the scope of his/her employment with the City Alexandria. In this Article, "scope of employment" includes response to calls under mutual service agreements and task force assignments.

A. In order to be covered, the employee must cooperate with the City Attorney's Office in the defense of any action.

B. The employee is responsible for any judgment where it is found that the employee acted with the intent to harm or damage or outside of the scope of his/her employment. However, the Employer reviews each case to determine whether it will indemnify the employee in such a situation.

The City recognizes the right of sworn law enforcement personnel to engage counsel, at their own expense, in any matter before a court, tribunal, or a citizen review board.

Section 2. The Chief shall receive and consider PBA's feedback regarding reasonable procedures for law enforcement officers before the Independent Community Policing Review Board ("Board") or its investigations prior to negotiating a Memorandum of Understanding (MOU) between the Board and the Department. The Chief will give PBA 15 working days to review and provide comments on the MOU in draft stage before he approves the MOU with the Board; the Chief will forward the comments to the Board and the Independent Policing Auditor.

ARTICLE 42 BODY-WORN CAMERAS

This Agreement incorporates the Body Worn Camera policy that the Parties negotiated according to the process identified in the Side Letter Agreement dated _____.

ARTICLE 43 EVALUATIONS

No later than January 1, 2024, and with the joint collaboration of key City stakeholders to include the PBA, as well as approval by the City Manager, the Department of Human Resources shall develop a new performance evaluation tool that evaluates the duties and employee management functions, specific to the functions, duties, and competencies of bargaining unit employees. This deadline may be extended with the approval of both parties to this Agreement.

ARTICLE 44 NO STRIKES OR LOCKOUTS

Consistent with Virginia Code § 40.1-55 and Alexandria Code Section 2-5-81, the PBA, its officers, and agents shall not induce, instigate, encourage, authorize, ratify, or participate in any strike against the City. The City agrees that no lockout shall take place.

ARTICLE 45
COPIES OF AGREEMENT

Within fourteen (14) days of ratification of this Agreement, the City, at its cost, shall provide and distribute to the PBA one hard copy of this Agreement, including all Appendices.

The City shall provide a copy of the Agreement including all Appendices by way of an electronic copy that will be distributed via email to all members of the Bargaining Unit.

ARTICLE 46
SAVINGS AND LEGALITY CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to negotiate a substitute to the unlawful, unenforceable, or otherwise invalid provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE 47
APPROVAL OF BARGAINING AGREEMENT

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the PBA and by authorized representatives of the City.

Agreements reached as a result of such negotiations shall become effective only in accordance with Alexandria Code Section 2-5-79.

ARTICLE 48
DURATION

This Agreement shall become effective in accordance with Alexandria Code Sections 2-5-78(a) and 2-5-79 and shall continue in full force and effect through June 30, 2026.

If the parties hereto do not arrive at a new Agreement before July 1, 2026, the provisions of this collective bargaining agreement shall remain in effect until superseded by a new agreement.

On this 22nd day of November 2022, as witness the Parties hereto have set their signature.

**FOR THE CITY OF
ALEXANDRIA, VIRGINIA**

**FOR THE SSPBA,
ALEXANDRIA CHAPTER**

Don Hayes, Chief of Police
Alexandria Police Department

Damon Minnix, Sergeant
President

Yon Lambert, Interim Deputy City Manager
City Manager's Office

Alexis Gomez, Officer
SSPBA Bargaining Committee

Shannon T. Soriano, Acting Assistant Chief
Alexandria Police Department

Thomas Ground, Sergeant
SSPBA Bargaining Committee

Kevin M. Stokes, Assistant City Manager
City Manager's Office

Tara May, Lieutenant
SSPBA Bargaining Committee

Meghan S. Roberts, Esq., Deputy City Attorney
City Attorney's Office

Ed Milner, Lieutenant
SSPBA Bargaining Committee

Robert S. Porter, Esq., Assistant City Attorney
City Attorney's Office

William R. Thetford, Jr., Esq.
Counsel

Brenda A. D'Sylva
Division Chief, Fiscal Management
Alexandria Police Department

Amanda K. Smith
Learning & Development Manager
Department of Human Resources

Shania Wright
Talent Acquisition and Operations Manager
Department of Human Resources

APPROVAL

This collective bargaining agreement between the City of Alexandria, Virginia and the Southern States Police Benevolent Association, Alexandria Chapter, dated November 22, 2022, has been reviewed in accordance in Alexandria City Code Sec. 2-5-77(a)(4)(a), and is hereby approved on this 22nd day of November 2022.

James F. Parajon, City Manager