

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF ALEXANDRIA

and the

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES DISTRICT COUNCIL 20, LOCAL
3001**

Effective from July 1, 2024, through June 30, 2027

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ARTICLE 1 **RECOGNITION & COVERAGE**

Pursuant to the certification of the City of Alexandria Labor Relations Administrator in LRA Case No. 22-RC-09, Certification No. 003, the City of Alexandria (City) recognizes the American Federation of State, County and Municipal Employees, District Council 20 (Union) as the exclusive representative for the purpose of collective bargaining of terms and conditions of employment with the City of a bargaining unit described as follows:

Labor & Trades: Those eligible classes of employees associated with maintenance and skilled crafts, i.e., job classes of workers performing duties that result directly in the comfort and convenience of the general public, or contribute to the maintenance of capital assets, land and infrastructure of the city, except those excluded by definition in Sec. 2-5-68. (City Ordinance No. 5336, Sec. 2-5-72 (c)).

ARTICLE 2 **EMPLOYEE RIGHTS**

Employees shall have the right to organize, form, join, assist, and pay dues or contributions to employee organizations (including the Union), to bargain collectively through the Union as their chosen exclusive representative, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection insofar as such activity is not inconsistent with the City's collective bargaining ordinance (Sec. 2-5-68 *et seq.*) or prohibited by any other applicable law. Employees shall also have the right to refrain from any or all such activities.

ARTICLE 3 **UNION RIGHTS**

A. New Employee Orientation

A maximum of 2 (two) AFSCME Local 3001 representatives will be allowed to attend all City new employee orientations when newly hired bargaining unit employees are scheduled to attend. AFSCME Local 3001 representatives shall be allowed a maximum of 30 minutes to make a presentation to and answer questions from those new bargaining unit employees. If the City fails to conduct new employee orientation within 30 calendar days of hiring new bargaining unit employees, AFSCME Local 3001 representatives may meet with new bargaining unit employees for these purposes at individual or group meetings for a maximum of 30 minutes.

B. Notice of Newly Hired Bargaining Unit Employees

Following the new employee onboarding process, the City shall timely provide the name and job title/classification and City assigned email address of newly hired bargaining unit employees to the Union.

C. Reopener Clause

In the event union security or agency fee agreements become lawful in Virginia the parties agree to reopen this agreement for the sole purpose of negotiating such a provision.

D. Official Time for Union Chapter Chair Representational Activities

Reasonable official time shall be granted to the Union Chapter Chair, or one designee, if a City employee, 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 on matters representing bargaining unit employees shall not be subtracted from the time bank referenced in Section E.

The Union Chapter Chair, or one designee, if a City employee, 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.

E. Official Time for Union Stewards Representational Activities

Union stewards shall be designated by the Union and shall be recognized as employees' representatives. The names of employees selected as Stewards who may represent bargaining unit members shall be certified to the City annually or whenever changes are made. The Union shall ensure that the certification to the City of authorized Union Stewards is current at all times. Only those Stewards who have been certified to the City, in writing, shall be recognized as Union stewards.

Union Stewards, identified by the Union President who are bargaining unit employees, shall have available a bank of two hundred (200) hours maximum per fiscal year for the purpose of representing the concerns of bargaining unit employees. Unused amounts from one (1) year may carry over into the next year, but at no point will the total balance of the hours exceed three hundred (300) hours total in a fiscal year. Once such leave is exceeded, annual leave or leave without pay may be used by the identified union representatives for such purposes.

F. Union Conference and Seminar Official Time

The Union shall have a Conference and Seminar Official Time Bank of (480) hours total for the term of this Agreement and is applicable to all representatives of the Union, including the Union Chapter Chair and Union Stewards. This also shall be without loss of pay or leave. All requests for Conference and Seminar Official Time pursuant with this section are subject to approval of the City which shall not be unreasonably withheld. The Union will attempt to provide the requests thirty 30 days in advance, but not later than five (5) days in advance.

G. Official Time for Negotiations

Employees who, upon the request of the Union, are excused from their regular assignment for the purpose of participating in negotiation sessions with representatives of the City shall suffer no loss of pay or leave.

H. Official Time Form

Requests for, and use of, official time shall be made on the "Official Time Report" and the requests shall not be unreasonably denied. The City will develop the Official Time Report, which will be used to account for official time use.

I. Use of City Email Address

The City agrees to provide the Union's Chapter Chair with a dedicated City email address to use for the exclusive purpose of communicating official union business. To the extent the City has assigned email addresses to bargaining unit employees, the Union is permitted to use such email addresses to communicate with employees about representation and matters of concern to the bargaining unit, provided the Union uses only the official City provided dedicated email address and does not use any external address to communicate with employees using City assigned email addresses and does not use any external address to communicate with employees using City assigned email addresses. The Union agrees to keep such use of email addresses to a reasonable level and to provide an option where employees may unsubscribe from Union emails.

**ARTICLE 4
DUES DEDUCTIONS**

A. The City agrees to deduct amounts from the pay of employees as authorized by the employees' written assignment, for the payment of regular and periodic dues to the Union. Any such authorization may be revoked in accordance with the terms of the authorization which shall provide a period of irrevocability of not more than one year. An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code § 59.1-479 et seq.), including without limitation, electronic authorizations, and voice authorizations, shall be valid for employees' authorizations for payroll deductions.

B. In a manner consistent with Section 2-5-77(e) of the collective bargaining ordinance, the City agrees to deduct amounts certified to be current by the President of AFSCME, Local 3001 from the pay of those employees who have submitted a valid authorization as described above. The Union shall notify bargaining unit employees and the City of any proposed increase in dues or other amounts subject to pay deduction at least four weeks prior to requesting the City deduct such proposed increased dues or other amounts. Revised deduction amounts will be implemented and reflected on employees' paystubs not later than the first pay period following the four-week notice.

- C. AFSCME, Local 3001 shall defend, indemnify, and hold the City and its officers and employees harmless from/for (a) any and all claims, demands, suits, or any other action arising from any third party, including employees, for deductions made in reliance on the valid authorization as described above regarding a dues deduction authorization and (b) any claims made by an employee for deductions made in reliance on information provided by AFSCME, Local 3001 regarding changes or cancellations to the deduction authorization.

ARTICLE 5 BULLETIN BOARDS

Management agrees to provide sufficient bulletin boards, which may include electronic boards. In the event the Union requires more bulletin board space than can be furnished by Management, the Union may provide their own bulletin boards for their exclusive use in work areas, as may be mutually agreed to. The contents of the material posted on the bulletin boards must be related to the activities of the Union.

ARTICLE 6 USE OF CITY FACILITIES

A. Union Space

Management shall provide secure space for a secured file cabinet for Union records. The Union may request conference or meeting room space in City facilities for the transaction of Union business. The Union agrees to exercise reasonable care in using such space and shall leave it in a clean and orderly condition.

B. Use of Facilities

The City shall approve the use of City facilities for Union meetings subject to the following conditions:

1. The use of City facilities that would be made available would not interfere with the regular functioning of City activities.
2. The use of City facilities for this purpose would not involve any additional expense to the City other than the normal expenses, which are incurred through items such as heating and lighting.
3. On-duty bargaining unit employees shall not attend the meetings.
4. The Union agrees to exercise reasonable care in using such space and shall leave it in a clean and orderly condition.

ARTICLE 7

LABOR MANAGEMENT COMMITTEES

A. Labor-Management Committee

For the purpose of establishing open communications, the City's designees shall meet with the Union's Chapter Chair and/or designated representatives on a quarterly basis to discuss issues arising in implementation and application of this Agreement. This Labor-Management Committee shall consist of three (3) representatives from the Union and an equal number of Management representatives. No more than one of the Union representatives may be a non-City of Alexandria employee.

Appeals, grievances, or problems of individual employees shall not be the subject of discussion at these meetings, nor shall the meetings be for any purpose that shall modify, add to, subtract or detract from the provisions of this Agreement.

B. Subcommittees

The parties may establish subcommittees as it determines necessary with expressly assigned responsibilities.

C. Findings and Recommendations

Any subcommittees shall report findings and recommendations to the Labor-Management Committee. The Labor-Management Committee shall review the report and determine whether or not to advance the report to the City Manager for review and response when warranted, in the City Manager's sole discretion.

D. Departmental Labor-Management Cooperation Meetings

If requested by either party, appropriate Union representatives, which shall include at least one (1) City bargaining unit employee, and Management at the department level shall meet at least quarterly to discuss issues arising in the implementation and application of this Agreement. However, such meetings may be scheduled sooner if requested in writing by either party. The written request shall include the agenda for the requested meeting. The meeting shall be scheduled within 30 days of the date of receipt of the request. Appeals, grievances or problems of individual employees shall not be the subject of discussion at these meetings, nor shall the meeting be for any purpose that shall modify, add to, subtract or detract from the provisions of this Agreement.

ARTICLE 8 JOB DESCRIPTIONS

A. Copy of Job Description

An employee's job description will be made available to them upon request.

B. Job Description Changes

When the City determines that it may be necessary to change an employee's job description, it shall provide the Union and the employee with a copy of the proposed new description before it is implemented. If requested by the Union or the employee, the City will meet to discuss the proposed changes prior to implementation. If provided, the City will consider the input of the Union and the employee before finalizing any substantive changes to the position description.

C. Job Description Review

An employee covered by this Agreement may request a review of their job description. Such a request shall be submitted orally to the appropriate supervisor who shall then meet with the employee (and their representative, if any), to discuss the matter and circumstances leading to the requested review. If the matter is not satisfactorily settled at this level, the employee may file a request in writing, for review by the Department Head. The Department Head shall respond within thirty (30) calendar days from the date of receipt of the request. The Department Head or designee shall make any recommendations to the Department of Human Resources regarding the request within 120 days of receiving the request. The employee may submit data and documentation supporting why the job description should or should not be evaluated to the Department Head.

The Human Resources Department shall provide the Union with five (5) workdays' notice of an official recommendation prior to implementation.

If an employee seeks a reclassification or reallocation of their position, the employee shall proceed under the provisions of A.R. 6-13.

ARTICLE 9 JOB PLACEMENT & CHANGES

A. Job Posting

1. The City agrees that vacancy announcements shall be posted for a period of at least ten (10) workdays prior to the vacancy announcement closing date. The Union shall be furnished with a copy of all bargaining unit vacancy announcements.
2. During this period, employees who wish to apply for the open position or job may do so. The application shall be submitted in accordance with the instructions provided on the vacancy announcement.

B. Reassignment

A reassignment request made by an employee to a vacant position in the same job title and grade within the City may be effected by mutual agreement between the employee and the Department Director(s), with the approval of the Human Resources Department.

C. Voluntary Demotion

A voluntary demotion, which is a voluntary change to a lower grade position, may be requested by an employee for personal convenience or when the employee is unable to satisfactorily perform the duties of the position.

D. Work Out of Grade

Employees who are regularly assigned to perform duties of a higher graded position shall be paid at the higher grade for as long as they are asked to perform the higher graded duties.

**ARTICLE 10
TEMPORARY ASSIGNMENTS**

A. Purpose

Temporary assignments may be used for meeting temporary needs of Management and on-the-job training.

B. Requirements

Employees on temporary assignment to a lower grade position shall maintain the pay for their original position.

**ARTICLE 11
CONTRACTING OUT OF BARGAINING UNIT WORK**

In accordance with Sec. 2-5-70(a)(6), the City retains the right to contract for Departments' operations. In the event the City intends to contract out work traditionally performed by the bargaining unit, the City agrees to provide the Union with thirty (30) calendar days advanced notice prior to the start of any contract. When the need to contract out does not permit thirty (30) calendar days notice, the City will provide notice to the Union as soon as practicable.

ARTICLE 12

REDUCTIONS IN FORCE

A. Policy

1. The City of Alexandria will implement a Reduction in Force (RIF) when related to an identified service reduction or adjustment. Examples may include but are not limited to:
 - a. Policy decisions by the City Council or City Manager;
 - b. A change in a work program or service within a department;
 - c. A reorganization that results in a reduction of positions;
 - d. A technological change or advancement that impacts work force needs; or
 - e. Changes in funding.
2. Bargaining unit employees are covered by this procedure.

B. Procedure

Except in the case of an emergency, the following procedures will be followed:

1. Department heads will submit a recommendation that outlines the need to eliminate positions to the Chief Human Resources Officer (CHRO).
2. The CHRO, working with the Director of the Office of Management and Budget (OMB), will provide recommendations and any applicable information to the City Manager for consideration, including if the recommendation is related to a required reduction in funding as part of their proposed budget.
3. The CHRO will be responsible for implementing RIF's that are approved by the City Manager. The steps in implementing a RIF will include:
 - a. Canceling any existing or planned advertising of positions that are scheduled to be RIF'd.
 - b. Issuing written separation notices to employees affected by a RIF as soon as practicable and no later than 30 days prior to the date of separation.
 - c. Human Resources staff must assist employees subject to a RIF to apply for positions which are vacant and approved for hire by OMB. The ability of the employee to perform the work assignment will be assessed in the application process.
 - d. Processing employee separation, including ensuring that employees are paid accumulated annual leave, not to exceed the annual cap, compensatory time, and any applicable sick leave and severance pay. For information regarding sick leave and severance pay amounts, see chart below.
 - e. Separated employees will be placed on the recall list by job classification and seniority for a one-year recall period. Employees are responsible for notifying the Department of Human Resources of any change in address, email, or telephone number that occur during the recall period.

4. The CHRO, or designee, shall notify the Union of any bargaining unit employees affected by the RIF; the notice to the Union shall be given at least thirty (30) days prior to the employees' separation. The Union may request, no more than twenty (20) days prior to the employees' separation to meet with the City Manager or designee, to discuss ways which will reduce the adverse effects on these employees to the greatest extent possible.

C. Re-employing Employees During the One-Year Recall Period

1. Vacant positions will be filled based on job classification and then seniority during the recall period. Where separated employees were previously in the same classification as a vacant position:
 - a. A recalled employee must possess the necessary skills and experience to perform the duties of the vacancy and will be interviewed prior to being recalled.
 - b. Where an employee on the recall list is offered to return to City employment, an offer letter will be provided.
 - c. Separated employees who are recalled must be restored to regular employment at the same annual salary that was in place at the time of separation and will be subjected to a new one-year probationary period in accordance with A.R. 6-8, Probationary Period.
 - d. An employee who is recalled will be removed from the recall list.
 - e. Any employee who fails to respond to a recall opportunity within ten (10) working days following receipt of notification will forfeit recall rights.
2. Separated employees who seek a City position in a classification other than the class previously employed will be given priority consideration provided they apply and are qualified. Reemployed employees are:
 - a. Provided an annual salary in accordance with A.R. 6-13, Eligibility and Determination of Pay Adjustments.
 - b. Subject to a new one-year probationary period.
3. Employees separated under a RIF, including those who elect to retire, must be paid accumulated annual leave and compensatory time, and severance pay and accumulated sick leave based on the years of service as defined in the table below:

COMPLETED YEARS OF SERVICE	PERCENTAGE OF SICK LEAVE PAYOUT	WEEKS OF SEVERANCE PAY
0 TO 5	5%	2 weeks' pay
6 to 10	10%	3 weeks' pay
11 to 15	15%	4 weeks' pay
16 to 19	20%	5 weeks' pay
20 or more	25%	6 weeks' pay

D. Unemployment Compensation

Employees who are subject to a RIF in accordance with this Article and under Administrative Regulation 6-22 shall be entitled to unemployment compensation as provided by the Code of the Commonwealth of Virginia.

E. Appeal

While a RIF implemented under this Article or Administrative Regulation 6-22 is not grievable under this Agreement or A.R. 6-21, Grievance Procedures, any bargaining unit employee who can demonstrate that the City did not follow the procedures enacted in this Article or A.R. 6-22 may submit a written appeal to the Department Head and request a meeting, utilizing the procedure outlined in A.R. 6-21, Grievance Procedure or the grievance procedure outlined in this Agreement.

ARTICLE 13 SENIORITY

A. Definition

Seniority means an employee's length of service with the City. Seniority is determined by the date of hire as an employee, as defined by City Code, Section 2-5-68, subject to the break in service provisions in Section C.

B. Calculating Seniority

The City shall determine the rank order of employees having the same service computation date by using the alphabetical order of their surname.

C. Break in Service

In calculating seniority, an employee's continuous service shall be broken by resignation, discharge, layoff, retirement, reduction in force, or other form of separation. If an employee returns to a full-time position within the City, within one year, the seniority they had at the time of their departure shall be restored, but they shall not accrue additional seniority during the period of their absence.

D. Seniority List

Upon request, but no more than once a year unless mutually agreed upon by the parties, the City shall provide the Union with a list of all employees in the bargaining unit in order of seniority.

ARTICLE 14 **PROBATIONARY EMPLOYEES**

In accordance with City Code Sec. 2-5-70(a)(11), the City retains the ability and authority to continue to implement the Administrative Regulations – (AR) 6-8 in the management of probationary employees. Probationary employees enjoy the same terms and conditions of employment set forth in this contract as other bargaining unit members to the extent the contract does not conflict with AR 6-8. Subject to applicable law, a probationary employee may be terminated during the course of the probationary period without stated cause and without recourse to the grievance procedure or any other dispute resolution process.

ARTICLE 15 **ESSENTIAL & EMERGENCY EMPLOYEES**

If the City designates a City closing due to inclement weather but requires bargaining unit employees to report to work in person, those 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.

ARTICLE 16 **HOURS OF WORK**

- A. The City Manager determines the hours of work for all employees. As far as practicable, the number of work hours shall be uniform for all persons in full-time positions in the same class. Unless otherwise approved by the City Manager, all full-time positions require a forty-hour (40) work week except uniformed positions in Police Operations, Fire Operations and the Sheriff's Office.
- B. Department Heads may establish work schedules as necessary to provide adequate service levels. All work schedules must be available in the department and may be changed provided adequate notice is given except as otherwise provided in this agreement. AR 6-14 (March 2, 2012) is applicable to all other hours worked. Attached as Appendix A.

ARTICLE 17 WAGES

A. Wages

1. Fiscal Year 2025 Wage Adjustment

Effective with the first full pay period commencing on or after July 1, 2024, the salary schedules in effect shall be increased by two and a quarter percent (2.25%).

2. Fiscal Year 2026 Wage Adjustment

Effective with the first full pay period beginning on or after July 1, 2025, the salary schedules in effect shall be increased by two and three-quarters percent (2.75%).

3. Fiscal Year 2027 Wage Adjustment

Effective with the first full pay period beginning on or after July 1, 2026, the salary schedules in effect shall be increased by three percent (3.00%).

B. Merit Increases

If an employee is not given their annual performance evaluation within 60 days of their merit increase eligibility date, the employee shall move up a step and receive the pay increase associated with the step movement retroactive to the eligibility date. This does not prohibit a supervisor from giving the employee an evaluation that is below standard at a later date, but the employee will remain at the step and keep the increase they received at that time.

C. One-Time Bonus

Effective with the first full pay period commencing on or after July 1, 2024, employees will be paid a one-time lump sum bonus of a net one thousand dollars (\$1,000.00).

ARTICLE 18 OVERTIME/COMPENSATORY TIME

Overtime work must be officially ordered and approved by the employee's immediate supervisor or a designated authorizing City official before it is performed. Overtime work for non-exempt employees under the Fair Labor Standards Act ("FLSA") shall be defined, earned and computed in accordance with the FLSA.

ARTICLE 19 STANDBY PAY

A. General

An employee may be required to be on standby after having completed their regular tour of duty. An employee who is on standby Monday through Friday will be awarded one and a half (1.5) hours of standby pay for each day the employee is on standby not to exceed seven and a half (7.5) hours of pay. An employee who is on standby Saturday, Sunday or a holiday will be awarded four (4) hours of standby pay for each day the employee is on standby.

For purposes of the Agreement, standby is defined as when an employee is required to remain accessible and available during the hours identified by the City.

If an employee fails to respond when contacted by the City (at least two calls must be made to the employee), the employee shall not receive standby pay for the hours during which the employee was to be on standby.

B. Notice of Standby Hours

All employees shall be provided with written notice of the specific hours during which he/she shall be required to remain on standby.

ARTICLE 20 CALL-BACK PAY

Nonexempt employees shall be entitled to receive a minimum of 2.75 hours and/or hours worked at the time and a half hourly rate of pay when required to return to work after leaving their scheduled place of work not to exceed two instances daily Monday through Friday and not to exceed three instances on Saturdays, Sundays, or holidays.

ARTICLE 21 SHIFT DIFFERENTIAL & HOLIDAY PAY

A. Evening and Night Shift Differentials

1. Full-time regular employees, both exempt and non-exempt, 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.
 - a. For shifts starts between 11:00 a.m. and 4:59 p.m., \$1.00 per hour (SDS).
 - b. For shifts starts between 5:00 p.m. and 4:59 a.m., \$1.50 per hour (SDT).

B. Holiday Pay

1. Regular full-time employees in a non-overtime status (exempt employees and non-exempt employees with less than 40 hours that week) who work on a designated holiday will receive their normal holiday entitlement (one workday's pay, e.g. an employee required to work four 10-hour days in a week would receive 10 hours holiday pay)) plus hour-for-hour pay or compensatory time for hours worked on the holiday.
2. Regular full-time employees who work in an overtime status on a designated holiday will receive their normal holiday entitlement (not to exceed 10 hours) plus overtime compensation as described A.R. 6-14.
3. Regular part-time employees, set up in the payroll system as a part-time employee 50% or greater will earn the average number of hours worked per day in the pay period before the holiday.
4. Employees set up in the payroll system as part-time working less the 50% will not be paid for holiday hours, they will only be paid for actual hours worked at straight-time rates.
5. To be eligible for holiday pay, an employee must be in a paid status for the entire last scheduled working day before and the entire first scheduled working day after a holiday.

ARTICLE 22 HOLIDAYS

The compensated holidays are subject to City Council's approval in the applicable budget. These holidays shall be observed on the day designated by the City Manager.

ARTICLE 23 TOOLS

The City shall provide Fleet Technicians, including Fire Fleet Technicians, with a reimbursable tool allowance of \$2,000.00 subject to all applicable taxes for the life of the contract.

ARTICLE 24 BOOT ALLOWANCE

All employees required to wear protective footwear will be issued an annual boot allowance voucher of not less than \$200.00 per pair up to two boots per year which will be provided in

accordance with the scheduled frequency described in the Transportation & Environmental Services Departmental Regulations 9.10 TES-Safe-010.A-Safety Shoe Policy (January 6, 2023).

ARTICLE 25 LEAVE

A. General

The provisions herein are not intended to completely cover all leave issues. In administering leave, the City shall comply with all municipal, state, and federal laws concerning leave. The categories and administration of leave will be governed by Administrative Regulation 6-18 (April 10, 2019) attached as Appendix B.

The leave accrual rates referenced in this section are contained in the following Annual and Sick Leave accrual table for regular full time and regular part time employees:

**REGULAR FULL-TIME EMPLOYEES
ANNUAL & SICK LEAVE ACCRUAL TABLE I**

LENGTH OF SERVICE	DAYS EARNED/ YEAR	80 FT HOURS/PP ACCRUAL RATE/ MAX CAP	84 FT HOURS/PP ACCRUAL RATE/ MAX CAP	106 FT HOURS/PP ACCRUAL RATE/ MAX CAP	70 FT HOURS/PP ACCRUAL RATE/ MAX CAP
< 12 Months	13 Days	4.00 accrual 192 maximum	4.20 accrual 202 maximum	6.00 accrual 288 maximum	3.50 accrual 168 maximum
1 Year	14 Days	4.32 accrual 208 maximum	4.52 accrual 218 maximum	6.47 accrual 312 maximum	3.77 accrual 182 maximum
2 Years	15 Days	4.62 accrual 224 maximum	4.83 accrual 235 maximum	6.92 accrual 336 maximum	4.03 accrual 196 maximum
3 Years	16 Days	4.93 accrual 240 maximum	5.17 accrual 252 maximum	7.38 accrual 360 maximum	4.32 accrual 210 maximum
4 Years	17 Days	5.23 accrual 256 maximum	5.48 accrual 269 maximum	7.83 accrual 384 maximum	4.58 accrual 224 maximum
5 Years	18 Days	5.55 accrual 272 maximum	5.80 accrual 285 maximum	8.30 accrual 408 maximum	4.85 accrual 238 maximum
6 Years	19 Days	5.87 accrual 288 maximum	6.12 accrual 303 maximum	8.77 accrual 432 maximum	5.12 accrual 252 maximum
7 Years	20 Days	6.17 accrual 304 maximum	6.43 accrual 319 maximum	9.22 accrual 456 maximum	5.38 accrual 266 maximum
8 Years	21 Days	6.48 accrual 320 maximum	6.77 accrual 336 maximum	9.68 accrual 480 maximum	5.67 accrual 280 maximum
9 Years	22 Days	6.78 accrual 336 maximum	7.08 accrual 353 maximum	10.13 accrual 504 maximum	5.93 accrual 294 maximum
10 Years	23 Days	7.10 accrual 352 maximum	7.40 accrual 370 maximum	10.60 accrual 528 maximum	6.20 accrual 308 maximum
11 Years	24 Days	7.42 accrual 368 maximum	7.72 accrual 386 maximum	11.07 accrual 552 maximum	6.47 accrual 322 maximum
12 Years or more	25 Days	7.72 accrual 384 maximum	8.03 accrual 403 maximum	11.52 accrual 576 maximum	6.73 accrual 336 maximum

SICK LEAVE ACCRUAL TABLE I

	80 FT HOURS	84 FT HOURS	106 FT HOURS	70 FT HOURS
ACCRUAL RATE	3.69 accrual 12 days/year	3.88 accrual 12 days/year	5.54 accrual 12 days/year	3.23 accrual 12 days/year

B. Annual & Sick Leave Accrual Table II for Regular Part-Time Employees

**REGULAR PART-TIME EMPLOYEES
ANNUAL & SICK LEAVE ACCRUAL TABLE II**

LENGTH OF SERVICE	70 PT HOURS/PP ACCRUAL RATE/ MAX CAP	60 PT HOURS/PP ACCRUAL RATE/ MAX CAP	50 PT HOURS/PP ACCRUAL RATE/ MAX CAP	40 PT HOURS/PP ACCRUAL RATE/ MAX CAP	20 PT HOURS/PP ACCRUAL RATE/ MAX CAP
< 12 Months	3.50 accrual 168 maximum	3.00 accrual 144 maximum	2.50 accrual 120 maximum	2.00 accrual 96 maximum	1.00 accrual 48 maximum
1 Year	3.77 accrual 182 maximum	3.23 accrual 156 maximum	2.68 accrual 130 maximum	2.17 accrual 104 maximum	1.08 accrual 52 maximum
2 Years	4.03 accrual 196 maximum	3.47 accrual 168 maximum	2.88 accrual 140 maximum	2.32 accrual 112 maximum	1.17 accrual 56 maximum
3 Years	4.32 accrual 210 maximum	3.68 accrual 180 maximum	3.07 accrual 150 maximum	2.48 accrual 120 maximum	1.23 accrual 60 maximum
4 Years	4.58 accrual 224 maximum	3.92 accrual 192 maximum	3.27 accrual 160 maximum	2.63 accrual 128 maximum	1.32 accrual 64 maximum
5 Years	4.85 accrual 238 maximum	4.15 accrual 204 maximum	3.45 accrual 170 maximum	2.80 accrual 136 maximum	1.40 accrual 71 maximum
6 Years	5.12 accrual 252 maximum	4.38 accrual 216 maximum	3.63 accrual 180 maximum	2.97 accrual 144 maximum	1.48 accrual 72 maximum
7 Years	5.38 accrual 266 maximum	4.62 accrual 228 maximum	3.83 accrual 190 maximum	3.12 accrual 152 maximum	1.57 accrual 76 maximum
8 Years	5.67 accrual 280 maximum	4.83 accrual 240 maximum	4.02 accrual 200 maximum	3.28 accrual 160 maximum	1.63 accrual 80 maximum
9 Years	5.93 accrual 294 maximum	5.07 accrual 252 maximum	4.22 accrual 210 maximum	3.43 accrual 168 maximum	1.72 accrual 84 maximum
10 Years	6.20 accrual 308 maximum	5.30 accrual 264 maximum	4.40 accrual 220 maximum	3.60 accrual 176 maximum	1.80 accrual 88 maximum
11 Years	6.47 accrual 322 maximum	5.53 accrual 276 maximum	4.58 accrual 230 maximum	3.77 accrual 184 maximum	1.88 accrual 92 maximum
12 Years or more	6.73 accrual 336 maximum	5.77 accrual 288 maximum	4.78 accrual 240 maximum	3.92 accrual 192 maximum	1.97 accrual 96 maximum

PT SICK LEAVE ACCRUAL TABLE II

	70 PT HOURS/PP ACCRUAL RATE/ MAX CAP	60 PT HOURS/PP ACCRUAL RATE/ MAX CAP	50 PT HOURS/PP ACCRUAL RATE/ MAX CAP	40 PT HOURS/PP ACCRUAL RATE/ MAX CAP	20 PT HOURS/PP ACCRUAL RATE/ MAX CAP
SICK ACCRUAL	3.23 accrual 12 Days/Year	2.77 accrual 12 Days/Year	2.31 accrual 12 Days/Year	1.85 accrual 12 Days/Year	0.92 accrual 12 Days/Year

C. Paid Parental Leave

Paid Parental Leave shall be governed in accordance with the Administrative Regulations.

ARTICLE 26
ANNUAL LEAVE PAYOUT

An employee who is separated from City service in good standing or is otherwise entitled to a payment of unused annual leave under A.R. 6-18 shall receive payment for each hour of unused annual leave in the employee's official leave record.

ARTICLE 27
BENEFITS COMMITTEE

The Union shall be permitted two (2) employee representatives on the Employee Benefits Committee established by the City's Department of Human Resources. The purpose and function of the Committee is to review existing employee benefits and their provisions and make recommendations to the parties regarding cost containment measures.

ARTICLE 28
HEALTHCARE PLANS & OTHER WELFARE BENEFITS

A. Healthcare Plan

The City shall make available to full-time permanent employees covered by this Agreement the same City health plans that are offered to its non-represented employees, as such health plans may be changed from time to time.

B. Dental and Optical

The City also shall make available to full-time permanent employees covered by this Agreement the same City dental and vision programs that are offered to its non-represented employees, as such dental and vision programs may be changed from time to time.

C. Group Term Life & Accidental Death and Dismemberment (AD&D) Insurance

The City shall provide group term life insurance coverage at no cost to full-time and part time employees, who work 20 or more hours per week, per the following schedule:

- Employees hired prior to July 1, 2009: Basic coverage equal to 2 times annual base salary rounded to next highest thousand up to \$500,000
- Employees hired on or after July 1, 2009: Basic coverage equal to 1 times annual base salary rounded to next highest thousand up to \$500,000
- Employees hired prior to July 1, 2009 are eligible for life insurance coverage upon retirement.

The coverage begins at the first of the month following 90 days of continuous service.

Employees may purchase supplemental life insurance in the amount of one (1) or two (2) times their basic yearly earnings, but the total amount of basic and supplemental life insurance may not exceed \$750,000. Employees will be required to show proof of good health if they apply for any amount of supplemental life insurance more than 31 days after the date they become eligible. Additionally, employees may purchase dependent life insurance.

D. Flexible Benefits Plan

Employees covered by this Agreement are eligible to participate in a City sponsored Flexible Benefits Plan.

ARTICLE 29 DEFINED CONTRIBUTION PLAN

City employees who currently participate in the City of Alexandria Defined Contribution Plan may continue to participate in the City of Alexandria Defined Contribution Plan.

ARTICLE 30 HEALTH & SAFETY

A. Responsibilities

Management agrees that it has the responsibility to provide a workplace free of hazards that may cause death or physical harm to employees. Employees are responsible for performing their duties in a safe manner.

The City shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the City may exceed standards established and regulations consistent with the objective set by law. The City shall make every effort to provide and maintain safe working conditions. The Union shall cooperate in these efforts by encouraging its members to work in a safe manner. Standards involving health and safety shall be governed by the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. (“OSHA”) and other applicable laws.

B. Sharing of Information

Management and the Union shall cooperate in keeping each other informed of unhealthy and unsafe conditions in the workplace.

C. Safety Committee

A Safety Committee shall be created and utilized to identify and discuss safety issues appropriate for Labor Management dialogue in that they do not involve any responsibility or

authority for resolution or disposition of any employee-specific safety incident(s). It may make recommendations regarding safety risks and safety equipment matters, affecting bargaining unit employees. The composition of the Safety Committee shall be determined by the Labor-Management Committee as shall be the meeting frequency.

D. Protective Clothing and Equipment

1. Safety and protective equipment that is issued or made available by the City shall be worn or utilized, as the case may be, by the employees.
2. The City agrees to maintain clean and sanitary personnel facilities. Employees are responsible for leaving such facilities in an orderly condition.

**ARTICLE 31
WORKER'S COMPENSATION**

Title 65.1 of the Code of Virginia and Administrative Regulation 6-27 shall govern workers' compensation benefits to employees who are injured by accident or contract an occupational disease, if it is determined that the injury or disease arises out of and in the course of their employment with the City of Alexandria.

**ARTICLE 32
EMPLOYEE LICENSES & CERTIFICATIONS**

If it is determined by the City that employees holding certain positions should be certified or licensed, the City will notify employees of the timeframe in which they must possess the license or certificate. To accomplish this, the City shall pay for the initial training and up to two tests for employees for whom such licensing or certification is required as part of their job requirements and may supply training when applicable. Such training shall be available for as long as practicable before any certification or licensing test is required.

**ARTICLE 33
TRAINING**

Management and the Union agree that the training and development of the employees within the unit(s) is a matter of primary importance to all parties. The City agrees to seek training and development of all employees. Consistent with its needs, the City agrees to develop and maintain upward mobility training, policies, and programs designed to achieve this purpose. The feasibility

of upward mobility and training for unit employees shall be a proper subject for Labor Management meetings. Consistent with the needs for training, Management may approve an employee's request to attend training or education classes away from the worksite and be paid their regular salary if the education or experience to be acquired is career-related and of value to the City and/or employees. Management may also approve an employee's request for financial assistance for education and training purposes if the education or experience to be acquired is career-related and of value to the City and/or employees.

ARTICLE 34 **NEW TECHNOLOGY**

The City shall notify the Union when training is required for employees affected by the implementation of new equipment or new technology that has not previously been used by the City. If training is required by the City, the City shall pay for the cost of the training if applicable.

ARTICLE 35 **CAREER DEVELOPMENT**

The parties agree as soon as practicable after the execution of this Agreement, that the union shall designate a representative who shall serve as their Career Development Liaison on matters related to career development and upward mobility.

ARTICLE 36 **EDUCATIONAL REIMBURSEMENT**

All full-time permanent employees covered by this Agreement shall be eligible for and covered by the City's policy governing reimbursement of approved educational expenses for undergraduate and/or graduate programs.

ARTICLE 37

GRIEVANCES & ARBITRATION PROCEDURES

- A. The Parties recognize that employees are entitled to file and seek resolution of disputes under the provisions of this negotiated dispute resolution procedure. The Parties agree not to interfere with, restrain, coerce, or engage in any reprisal against a bargaining unit employee or Union representative for exercising rights under this Article.
- B. The term “dispute” means any complaint by any bargaining unit employee or Union concerning:
1. A claim of breach of a collectively bargained agreement.
 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or written policy affecting conditions of employment of bargaining unit employees.

When filing a dispute, the filing party shall include at least the following information:

1. A statement of facts;
2. A statement of what sections of the contract, law, rule, regulation, or policy that the City violated; and
3. The remedy sought.

To the extent an employee may file a dispute under this section for a matter that also meets the definition of a grievance under Va. Code 15.2-1507, the employee must elect to file their claim under either the City’s grievance procedure (A.R. 6-21) or this Article pursuant to City Code Sec. 2-5-80(c). An employee’s initial election to file a dispute or grievance shall be binding and irrevocable at the time of filing the Step 1 dispute or grievance.

- C. Disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

Step 1 – An employee may submit a dispute, orally or in writing, to the employee’s immediate supervisor within 30 days of the employee learning of the facts giving rise to the dispute. The supervisor shall attempt to adjust the dispute/grievance at that time and shall render a decision within 15 days. The supervisor shall prepare a writing that memorializes (1) the discussion between the employee and the supervisor and (2) any adjustment to the dispute.

Disputes filed by the Union shall be initiated at Step 1. Disputes initiated by the Union shall be filed, in writing, within 30 days of the Union learning of the facts giving rise to the dispute. The dispute shall be filed electronically and hand delivery with the immediate supervisor of the impacted employees. The supervisor shall attempt to adjust the dispute at that time and shall render a written decision within 15 days.

Step 2 – If the dispute is not settled at Step 1, the party filing the dispute may submit the dispute to the department head within 15 days of receipt of the Step 1 decision. If the party maintains that discipline should not have been issued because the employee’s conduct was protected under this agreement, the dispute shall include a statement to that effect. The party

shall send a copy of the dispute to Chief Human Resources Officer. The department head shall render a written decision within 15 days after the receipt of the Step 2 dispute.

Step 3 - If the matter is not settled at Step 2 and constitutes a disciplinary grievance or a grievance under Va. Code § 15.2-1507(A), the employee filing the grievance may submit the dispute for resolution by a state administrative hearing officer, in accordance with Va. Code § 15.2-1507(A).

The Union may submit the dispute to arbitration if the dispute is not settled at Step 2 and does not challenge discipline. If the Step 2 dispute includes a statement that discipline should not have been issued because the employee's conduct was protected under this Agreement, then the department will stay the discipline until the dispute is resolved. A dispute cannot be submitted to both a state administrative hearing officer and arbitration.

The initial Step 3 submission shall control. The party submitting the dispute for resolution by a state administrative hearing officer or arbitrator must notify the other party, in writing, of the party's intent to submit it to do so within 15 days of the Step 2 decision. Notice of the party's intent shall be in writing.

If the Union invokes arbitration, the parties shall jointly request a panel of seven arbitrators from the Federal Mediation and Conciliation Service. The parties shall, within 15 days of receipt of the panel, make a selection of an arbitrator. In the event the Parties cannot agree on an arbitrator, the Parties shall select an arbitrator through strikes with each Party striking one name on the list until just one name remains. The parties shall alternate who makes the first strike from the arbitrator panel.

The Parties shall make every effort to schedule arbitration of the matter as expeditiously as possible. The Parties will provide witness lists to each other at least 5 business days prior to a scheduled arbitration hearing.

The arbitration hearing will be held, if possible, at a mutually agreeable location, during regular business hours on a regular business day. The decision of the arbitrator will be considered an award pursuant to the Virginia Uniform Arbitration Act.

- D. The City, the Union, and any bargaining unit employees filing disputes must adhere to the negotiated timeline. Failure of the grieving party to meet the timeline in the dispute procedure shall result in the withdrawal of the dispute. Failure of the responding party to provide a response within the required time limits set forth herein will result in a decision in favor of the other party. However, before this can occur, the party alleging noncompliance will provide written notice to the other party who will have seven (7) calendar days from receipt to correct the issue. All timelines for the party filing the dispute to move the dispute to the next step in the process shall be stayed until the responding party responds to the dispute.
- E. The City is required to raise any procedural and/or arbitrability defenses in its first response to the dispute. Any such defenses not raised in the first dispute response are considered waived. If the City raises any procedural and/or arbitrability defenses at arbitration/administrative hearing, the Arbitrator/administrative hearing officer shall conduct a single arbitration/administrative hearing on both the procedural/arbitrability issues and the substance of the dispute, in order to avoid unnecessary delay and cost of holding two hearings. The

Arbitrator/administrative hearing officer shall address both the procedural/arbitrability issues and the substance of the dispute in a single decision.

- F. The City shall, upon request, provide the Union with necessary information to aid in resolving and/or presenting specific disputes insofar as permissible without violating laws or regulations. The information shall be provided to the Union at no cost to the Union.
- G. At any step of the dispute resolution procedure prior to arbitration/administrative hearing, the filing party may request a meeting with the deciding official at that step. The meeting will be scheduled within 7 days of the request. The time period for responding shall not begin to run until after the meeting has been held.
- H. Individuals can file disputes with or without the assistance of the Union. If a bargaining unit employee decides to file a dispute without the assistance of the Union, the Union is relieved of its obligation to represent the employee. The Union can assist the employee in any part of the process. If an employee requests a meeting at any step of the process, the City shall ensure that the Union is invited to attend the meeting. Regardless of whether the Union is representing an employee in a dispute, the City will provide the Union with copies of all dispute decisions.
- I. Arbitrators shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.
- J. Cost sharing. All expenses involved in the arbitration proceedings (*i.e.*, arbitrator fees and arbitrator hearing transcripts) shall be equally shared between both parties. However, expenses relating to the calling of witnesses shall be borne by the party at whose request such witnesses are required.
- K. At any arbitration/administrative hearing, any time spent by bargaining unit employees serving as witnesses or representatives shall be considered work time. The City may, with the assistance of the Union, adjust the regular work schedules of witnesses and representatives so that the employees' regularly scheduled hours coincide with the hearing schedule.
- L. If multiple bargaining unit employees file identical disputes, the Union, at its election, may decide, at any time between the filing of the dispute and invocation of arbitration, to consolidate the disputes for presentation and representation by the Union.
- M. Reasonable time during working hours will be allowed for employees and Union representatives to present disputes, including meetings, if any.
- N. If at any time during the dispute and grievance resolution procedure, the City grants in full the remedy sought in the dispute, the dispute shall be considered resolved.

ARTICLE 38

EMPLOYEE RIGHTS DURING INVESTIGATIONS & INTERVIEWS

A. Policy

Employees are granted certain constitutional rights and privileges, and the City duly respects these liberties. However, the City and the Union also agree that certain circumstances will arise which will lead to a Fact Finding Review, Administrative Interview, and/or an Administrative Inquiry of employees for a potential violation of applicable rules and regulations. It is in this context that the following sections will apply.

B. Definitions

1. For purposes of this Article, the term "Administrative Interview" means any questioning of a formal nature that could lead to dismissal, demotion, or suspension for punitive reasons of an employee.
2. For the purpose of this Article, the term "Administrative Inquiry" is defined as a formal process initiated as a result of allegations of misconduct.
3. For the purpose of this Article, the term "Fact Finding Review" is defined as, a review process to determine the facts of an allegation prior to an administrative inquiry being opened.
4. For the purpose of this Article, the term "Observer" is defined as, a person who is a Union representative for purposes of confidentiality.

C. Employee Rights

1. The provisions of this section shall apply whenever an employee is subjected to an Administrative Interview that could lead to dismissal, demotion, or suspension for punitive reasons. If an employee can reasonably expect discipline could result from an Administrative Interview the employee may have an Observer of their preference present during the Administrative Interview, as long as the interview is not unduly delayed. An employee may request to delay an interview up to 24 hours from notification in order to give the employee an opportunity to have their preferred Observer of the employee's choice present during the Administrative Interview. The employee will notify the City as soon as practical the name of the employee's preferred Observer.
 - a. The Observer shall be present at all Administrative Interviews if the employee requests an Observer and it does not unduly delay the Administrative Inquiry. The Observer may not disrupt the Administrative Interview. Disruptions include purposeful acts to interrupt, hinder, or delay an interview, including directing an employee not to answer questions. This does not include allowable breaks during the interview or advising an employee not to reveal privileged information.
 - b. The Observer may not answer questions on behalf of the employee. The Observer and employee may take a 15-minute break for every 2 hours of interview to confer privately during an Administrative Interview. If the interview does not last 2 hours the employee and the Observer may confer privately for 30 minutes prior to the end of the

Administrative Interview. If the interview goes beyond the 2 hours, the employee and the Observer will still have an opportunity to converse at the end of the interview for up to 30 minutes. The employee and Observer may ask clarifying questions at the end of the interview. If more time is needed, the employee being questioned can request additional time with the investigator.

- c. The Observer and employee are prohibited from making any electronic recordings or transmitting any portion of the Administrative Interview in real time.
 - d. The City will inform the employee of the right to have an Observer present during an Administrative Interview, prior to the interview.
 - e. The City shall not attempt to prevent or dissuade an employee from requesting or acquiring an Observer during an Administrative Interview. This does not include conducting an Administrative Interview without an employee's preferred Observer after a 24-hour delay was given to the employee when possible.
 - f. The City shall not threaten retaliation or retaliate, against an employee in response to the employee requesting the use of, or serving as, an Observer during an Administrative Interview.
 - g. In no case shall an Observer be present or participate during any Administrative Interview if that Observer is involved in the Administrative Inquiry as a fact witness. In any situation in which an Observer is disqualified for that reason, the employee to be interviewed shall have the right to select an alternate Observer to be present during the Administrative Inquiry. An Observer who attends an Administrative Interview, shall be bound by the same confidentiality restrictions as the employee being interviewed.
 - h. If an attorney, on the City's behalf, attends the Administrative Interview, then the employee also has the right to have an attorney present during that Administrative Interview. This Article's provisions applicable to observers' conduct also govern the conduct of an employee's attorney at an Administrative Interview.
2. Prior to commencement of any Administrative Interview, the employee being questioned shall be informed of the name and title of the official in charge of the Administrative Inquiry, the interviewers, and all persons present during the Administrative Interview.
 3. Prior to the commencement of any Administrative Interview, the City will provide the employee, in writing, with a statement of the nature of the Administrative Inquiry.
 4. The Administrative Interview will take place at a reasonable time, unless the matters being investigated are of such a nature that, in the sole judgment of the investigator, immediate action is required.
 5. The employee shall not be offered any incentive as an inducement to answer any questions during an Administrative Interview.
 6. If, during an Administrative Interview or the course of the Fact Finding review, it becomes apparent for the first time that discipline or potential discipline could arise against a witness, the City is required to stop the meeting/interview and provide at least 24 hours from notification for the employee to obtain their preferred Observer as long as the interview is not unduly delayed.

7. If, during the course of the questioning, it becomes apparent for the first time that discipline or potential discipline could arise against the Observer, the City will stop the meeting and the Observer shall be prohibited from continuing as an Observer in the current administrative investigation. The City will provide the former Observer at least 24 hours to obtain their preferred Observer as long as the interview is not unduly delayed. The City will provide the represented employee at least 24 hours from notification to obtain a substitute Observer.
 8. Employee(s) who are the subject of the investigation or are witnesses will be provided a Garrity Warning at the beginning of the Administrative Interview and Fact Finding Review. The Garrity Warning advises employees that statements given during an Administrative Inquiry or Fact Finding Review are compelled statements and cannot be used to incriminate the affected employee in any criminal proceedings.
 9. Employees who have received Garrity Warnings, must fully cooperate during Administrative Inquiries and Fact Finding Reviews. Employees must provide all pertinent information responsive to the City's questioning during Administrative Interviews which they have knowledge relative to the Administrative Inquiry and must respond truthfully.
 10. Employees who are the subject of the Administrative Inquiry are prohibited from discussing any aspects of the investigation with anyone excluding administrative investigators, and the employee's Observer and/or attorney. This includes personal contact, telephone calls, text messages, social media postings, third-party contacts, email, and any other internet messages, comments, or postings. Witnesses who are interviewed during the course of the investigation, the employee's designated Observer, and attorney are bound by the same confidentiality requirements.
- D. If a recording of any Administrative Interview is made or if a transcript of the Administrative Interview is made, the employee is entitled to a copy without charge after the investigation is closed and before the issuance of discipline, if any. If a recording device is used, the employee being interviewed shall be notified.

The City will notify employees who have been subject to an Administrative Inquiry when the investigation is closed. If the Administrative Inquiry does not result in discipline, no record of the Administrative Inquiry will be placed in the employee's personnel file.

This Agreement does not preclude the normal day-to-day supervision involving the exchange of non-investigatory, non-disciplinary questions and answers between supervisor and employee.

ARTICLE 39 PERSONNEL FILES

A. Official Files

The City shall maintain the official personnel files of bargaining unit employees covered by this Agreement in the Human Resources Department.

B. Right to Examine

Each employee shall have the right to examine the contents of their personnel file upon written request. An employee shall review their personnel file in the presence of a Department of Human Resources employee at a reasonable time and place designated by the Department of Human Resources.

C. Notice and Opportunity to Respond

Employees will be notified when documentation of discipline as defined in A.R. 6-20 is placed in their personnel file. An employee will also be notified when a performance evaluation is placed in their personnel file in accordance with A.R. 6-24 and may provide supplemental comments on the performance evaluation.

D. Access by Union

Upon presentation of written authorization by an employee, a Union representative may examine the employee's personnel file. If authorized, a Union representative shall only review the personnel file in the presence of a Department of Human Resources employee at a reasonable time and place designated by the Department of Human Resources.

**ARTICLE 40
GOVERNING LAWS & REGULATIONS**

The City and the Union agree that all applicable City laws, ordinances, government-wide rules, administrative regulations, rules, issuances, or policies govern the working conditions of this Agreement and will be followed to the extent they are not inconsistent with this Agreement.

**ARTICLE 41
COPIES OF REGULATIONS**

The City agrees to make available to the Union one (1) copy of its personnel regulations, any revisions and amendments.

**ARTICLE 42
SAVINGS CLAUSE**

If any Article, Section, or portion of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation or ordinance or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall apply only to the specific Article, Section, or

portion thereof specified in the legislation or decision, and shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. The Parties agree, to the extent consistent with the law, to negotiate a successor provision to the invalid provision. If the parties are unable to come to an agreement on the matter, the provisions of Chapter 5, Article E of the Alexandria City Code shall apply.

ARTICLE 43 DURATION & FINALITY OF AGREEMENT

This Agreement shall be implemented as provided herein subject to the requirements of Alexandria City Ordinance No. 5336 (Alexandria City Code § 2-5-79). The duration of this agreement is July 1, 2024 to June 30, 2027. This Agreement shall remain in effect until superseded by a new agreement.

The parties acknowledge that this Agreement represents the result of negotiations during which both parties, subject to agreed ground rules had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

This Agreement becomes effective in accordance with Sec. 2-5-79.

On this ____ day of _____, as witness the Parties hereto have set their signature.

FOR THE CITY OF ALEXANDRIA

FOR AFSCME

City of Alexandria
[TITLE]

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