

2
10-15-16

AFSCME Local 3001 Statement Before the Alexandria City Council – October 15, 2016

Good Morning. My name is Charles Smith and I am the executive director and general counsel of the union that represents many city employees, AFSCME Local 3001.

AFSCME, the American Federation of State, County and Municipal Employees union has been in existence since 1936. It was formed by state workers in Wisconsin who wanted to protect their jobs from political patronage. Then, you had to support the politicians, in order to obtain or maintain a state job. Now, the union

All over America, government workers had the same idea, and modeled after private sector labor law, many city councils and state legislatures passed laws which enabled public employees to form unions and negotiate collective bargaining agreements. Alexandria, Arlington, Fairfax and a few other very liberal jurisdictions followed this trend. What I have attached is a copy of a union contract that was negotiated between the City of Alexandria and my union, AFSCME.

Well times have changed, and because of the Dillion Rule, the union contracts between cities and counties in Virginia and AFSCME, were outlawed.

Having the union contracts ruled illegal didn't kill the unions, as is evidenced by my presence here today, more than forty years after those contracts were abolished. AFSCME is still here because the workers want a union, and because local governments saw value in having a cooperative relationship with their employees. In fact, in Alexandria, the union contracts really weren't abolished at all. They were adopted by the city as personnel rules. Those city council members forty years ago wanted to preserve the good relationship which had been created.

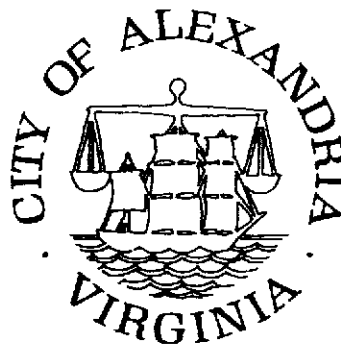
Well times have changed. Many things have improved. But unfortunately, the relationship between the city and its employee unions has changed ... for the worse.

I am again asking that each of you meet with our union's leadership and hear the concerns which some of you have already acknowledged ... Lets make Alexandria great again for its workers. Thank you.

AGREEMENT

effective

July 3, 1976 to July 3, 1977



THE CITY OF ALEXANDRIA, VIRGINIA
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO
AND ITS AFFILIATE LOCAL 802

CONTENTS

ART. 1—RECOGNITION AND UNIT	1
Sec. 1.1—Recognition	1
Sec. 1.2—Collective Bargaining Unit and Employee Defined	1
Sec. 1.3—Supervisor	1
Sec. 1.4—Probationary Employees	1
Sec. 1.5—Regular Part Time Employees	1
ART. 2—UNION DUES	1
Sec. 2.1—Payroll Deduction Authorization	1
Sec. 2.2—Union to Indemnify City	2
ART. 3—NON-DISCRIMINATION	2
Sec. 3.1—Non-Discrimination	2
ART. 4—SENIORITY AND QUALIFICATIONS	2
Sec. 4.1—Definition	2
Sec. 4.2—Promotion	2
Sec. 4.3—Job Bidding	2
Sec. 4.4—Lay-off and Recall	2
Sec. 4.5—Seniority Roster	3
Sec. 4.6—Vacation Selection	3
Sec. 4.7—Termination of Seniority	3
ART. 5—HOURS OF WORK	3
Sec. 5.1—Regular Work Day	3
Sec. 5.2—Work Week	3
Sec. 5.3—Regular Work Week	3
Sec. 5.4—Identification of Shifts	3
ART. 6—WAGES	3
Sec. 6.1—Purpose of Article	3
Sec. 6.2—Regular Rate	4
Sec. 6.3—Overtime Pay	4
Sec. 6.4—Call Out Pay	4
Sec. 6.5—Reporting Pay	4
Sec. 6.6—Shift Differential	4
Sec. 6.7—Overtime Pyramiding	4
Sec. 6.8—Work Assignment	4
Sec. 6.9—Compensatory Time Off	5
Sec. 6.10—Standby Pay	5
Sec. 6.11—Temporary Transfer Pay	5
ART. 7—LEAVE OF ABSENCE	5
Sec. 7.1—Court Leave	5
Sec. 7.2—Funeral Leave	5
Sec. 7.3—Military Leave	5
Sec. 7.4—Educational Leave	6
Sec. 7.5—Disability Leave	6
Sec. 7.6—Sick Leave	6
Sec. 7.7—Paid Vacation	6
Sec. 7.8—Union Office	6
Sec. 7.9—Union Business	6
ART. 8—HOLIDAYS AND HOLIDAY PAY	7
Sec. 8.1—Paid Holidays	7
Sec. 8.2—Eligibility	7
Sec. 8.3—Holiday Work Pay	7
Sec. 8.4—Overtime Pay Credit	7
ART. 9—LIFE AND HOSPITALIZATION INSURANCE	7
Sec. 9.1—Group Hospitalization Plan	7
Sec. 9.2—Life Insurance Plan	7
Sec. 9.3—Master Plans	7
ART. 10—RETIREMENT PLAN	7
Sec. 10.1—	7
ART. 11—SAFETY AND HEALTH	8
Sec. 11.1—Safe Working Conditions	8
Sec. 11.2—Safety Committee	8
Sec. 11.3—Uniforms	8

ART. 12—GRIEVANCE PROCEDURE	8
Sec. 12.1—Definition of Grievance	8
Sec. 12.2—Grievance Procedure	8
Sec. 12.3—Union Stewards	9
Sec. 12.4—Time Limits	9
ART. 13—ADVISORY ARBITRATION	9
Sec. 13.1—Appeal Procedure	9
Sec. 13.2—Arbitration Committee	9
Sec. 13.3—Selection of Arbitrator	9
Sec. 13.4—Arbitrator's Jurisdiction	10
Sec. 13.5—Arbitration Expenses	10
ART. 14—NO STRIKES OR LOCKOUTS	10
Sec. 14.1—Strike Action Forbidden	10
Sec. 14.2—Lockouts Forbidden	10
ART. 15—MANAGEMENT FUNCTIONS	10
Sec. 15.1—Management Functions	10
ART. 16—UNION VISITATIONS	10
Sec. 16.1—Union Visitations	10
ART. 17—SUSPENSION AND DISCHARGE	10
Sec. 17.1—Procedure	10
ART. 18—LABOR-MANAGEMENT COMMITTEE	10
Sec. 18.1—Labor-Management Committee	10
ART. 19—MISCELLANEOUS	10
Sec. 19.1—Bulletin Boards	10
Sec. 19.2—Performance Evaluation	11
ART. 20—DURATION OF AGREEMENT	11
Sec. 20.1—Effective Period	11
Sec. 20.2—Separability	11
Appendix I Pay Schedule, FY 1976-1977	12
Appendix II Department and Job Classifications	13

AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF ALEXANDRIA, Alexandria, Virginia, hereinafter referred to as the "City", and LOCAL 802, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union"; and has as its purpose the promotion of harmonious relations between the City and the Union and the establishment of equitable benefits and peaceful procedures for the resolution of differences arising hereunder.

ART. 1—RECOGNITION AND UNIT

Section 1.1—Recognition. The City recognizes the Union as the exclusive collective bargaining representative for the employees as defined in Section 1.2 of this Article for the purpose of meeting and conferring with the City to the extent permitted by law and by resolution of the City Council dated September 8, 1970, with respect to personnel policies and matters affecting conditions of employment.

Section 1.2—Collective Bargaining Unit and Employee Defined. Whenever used in this Agreement the term "employee" or "employees" shall mean all full-time and regular part-time employees of the City of Alexandria under the authority of the City Manager, excluding office, clerical, and technical employees; supervisors, and professional, executive, and administrative employees; confidential and security employees; watchmen and guards; Personnel Department employees, fire-fighters and policemen; all personnel in the City Manager's Office; employees of the Health Department and Department of Social Services; School Board and personnel of the Public School system; elected City Officers and Officials, the Assistant City Attorneys and any personnel in the office of the City Attorney; Constitutional officers and their personnel, Judges, either elected by the people or appointed, personnel under them, and substitute judges; Clerks of Courts and personnel under them; Justices of the Peace; members of boards and commissions in the City service; the City Registrar and personnel under that office; employees of the Economic Opportunities Commission, unless their salary is directly and wholly paid by the City; employees of the Alexandria Animal Shelter and personnel connected therewith; employees of the Alexandria Library and personnel connected therewith; and persons employed as consultants or to make or conduct a special inquiry, investigation, examination or installation; and all other personnel employed by or whose salaries are paid by any governmental entity other than the City.

Section 1.3—Supervisor. As used in this Agreement, the term "supervisor" shall have the same meaning as under Section 2 (11) of the National Labor Relations Act, as amended; namely, any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Section 1.4—Probationary Employees. All employees newly hired or rehired after termination of their seniority, shall be considered "probationary" employees until completion of sixty (60) days of actual work. The discharge of any employee during this probationary period shall not be subject to the grievance or arbitration procedures of this Agreement by the employee or the Union, excepting only that the grievance procedure (but not arbitration) shall be available for any alleged violation of Article 3.

Section 1.5—Regular Part Time Employees. As used in this Agreement, the term "regular part time employees" shall mean employees who work 20 or more hours per week.

ART. 2—UNION DUES

Section 2.1—Payroll Deduction Authorization. The City shall deduct in each biweekly pay period, out of the current wages payable to each employee member of the Union who

individually requests, the Union initiation fee and regular biweekly membership dues as certified in writing by the Executive Director of the Virginia Public Employees Council 30, American Federation of State, County and Municipal Employees, AFL-CIO, upon receipt of a duly executed payroll deduction authorization of the employee prepared by the Union which shall be irrevocable for a period of one year from the date thereof, and shall be renewed automatically for successive twelve (12) month periods unless revoked in writing to the City within the fifteen (15) day period prior to the anniversary date of such authority.

Section 2.2—Union to Indemnify City. The Union shall indemnify and save the City harmless from any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of any action taken by the City for the purpose of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under Section 2.1 of this Article as soon as they have been remitted by the City to the Treasurer of the Union.

ART. 3—NON-DISCRIMINATION

Section 3.1—Non-Discrimination. The provisions of this Agreement shall be applied to all employees without discrimination because of age (under applicable federal law), sex, marital status, race, color, creed, national origin, or political affiliation. The City and the Union further agree not to interfere with the rights of employees to join or to refrain from becoming members of the Union.

ART. 4—SENIORITY AND QUALIFICATIONS

Section 4.1—Definition. "Seniority" is defined as the employee's length of continuous service since his last date of hire.

Section 4.2—Promotion. In the promotion of employees, the City shall give due consideration to their seniority and qualifications directly related to performance of the applicable job as established by the City, including their skill, ability and employment record, and among employees that the City determines are properly qualified, **first**, seniority in the applicable Department (as defined in Appendix II attached hereto) and, **second**, seniority in the service of the City, shall be the governing factor.

Section 4.3—Job Bidding. When the City deems it necessary to fill a vacancy or a new regular job opening within the collective bargaining unit, the City will post appropriate notices for a period of not less than seven (7) consecutive calendar days, including date of posting. Any employee in a lower paid job classification who desires to be considered shall submit a written application to the Personnel Department. In the case of an absent employee, his steward may submit an application on his behalf. If there are applicants qualified and available for the job vacancy or for any subsequent job opening occurring due to the subsequent movement of an employee which the City deems it necessary to fill, at the expiration of the applicable period of posting the City shall fill the position from among such applicants in accordance with the provisions of Section 4.2 of this Article. Additional seven (7) consecutive calendar day application periods shall be required of the City in filling each of the subsequent job vacancies as provided under this Section. If there is no applicant available under the provisions of this Section, the City may fill the job from any available source. Employees may also submit to the City applications for lateral transfers to other job classifications in other departments in accordance with the seniority and qualifications provisions of Section 4.2 and 4.3, provided the vacancy is not filled by promotion of any applicant from within the Department in which the vacancy occurs.

Section 4.4—Lay-off and Recall.

(a) **Grades 17 and Below.** In the event of lay-off in job classifications in pay grades 17 and below (excepting only Custodians employed by the Police Department), the employee or employees with the least seniority in the applicable job classifica-

tion shall be laid off first. Recall to such job classifications shall be in the reverse order of lay-off.

(b) **Grades 18 and Above.** In the event of lay-off of job classifications in pay grades 18 and above, the employee or employees with the least seniority in the applicable job classification and Department (as defined in Appendix II attached hereto) shall be laid off first. Recall to such job classification shall be in reverse order of lay-off.

Section 4.5—Seniority Roster. The City shall post and furnish the Union with a seniority roster on a quarterly basis, noting date of hire and relative position by Department and job classification.

Section 4.6—Vacation Selection. When the City schedules vacations, employees shall be given preference as to vacation selection within their job classification and division on the basis of seniority, to the extent that the City determines such scheduling will not interfere with the efficient operation of the City government.

Section 4.7—Termination of Seniority. An employee's seniority shall be terminated under this Agreement for the following reasons:

(a) Discharge for due cause, quit, or resignation.

(b) Absence for three (3) consecutive scheduled work days without notifying the City during the absence of an illness or accident preventing the employee from working (as evidenced by written certification of a medical doctor if requested by the City) or other satisfactory reason for such absence.

(c) Failure to return to work within three (3) consecutive days after due notification of recall by the City without the employee so recalled notifying the City during said three (3) days of an illness or accident preventing the employee from working (as evidenced by written certification of a medical doctor if requested by the City) or a maximum two (2) weeks termination notice to another employer.

(d) Time lapse of twenty-four (24) consecutive months since the employee's last day worked for the City following expiration of all sick leave and annual leave, excepting only absences that are due to injury arising in the course of employment, unless extended further by the mutual consent of the City and Union.

ART. 5—HOURS OF WORK

Section 5.1—Regular Work Day. A "regular work day" shall consist of eight (8) consecutive hours, exclusive of unpaid meal periods as designated by the City. (In the Refuse Collection Division, a route task assignment shall constitute a regular work day).

Section 5.2—Work Week. The "work week" shall consist of seven (7) days beginning at 12:01 a.m. on Monday and ending at 12:01 a.m. on the following Monday.

Section 5.3—Regular Work Week. The "regular work week" shall consist of forty (40) hours within the work week on five (5) consecutive regular work days, except for employees working on continuous operations in which there is regularly scheduled employment for more than one (1) shift within a work day or in excess of five (5) work days within a work week.

Section 5.4—Identification of Shifts. The first shift commences between 6:00 a.m. and 1:59 p.m. The second shift commences between 2:00 p.m. and 9:59 p.m. The third shift commences between 10:00 p.m. and the succeeding 5:59 a.m.

ART. 6—WAGES

Section 6.1—Purpose of Article. The sole purpose of this Article is to provide a basis for the computation and payment of straight time, overtime and other premium wages. Nothing in this Agreement shall be construed as a guarantee by the City of hours worked per

day, per week, or per year. The City's pay practices and procedures shall govern the calculation and computation of all wages.

Section 6.2—Regular Rate. "Regular rate" of pay is defined as the straight time rate of pay per hour for an employee's pay step within the pay grade assigned to the employee's regular job classification, as provided in the Regular Rate Schedule, Appendix I, attached hereto and made a part of this Agreement.

Section 6.3—Overtime Pay.

(a) **Excess of 8 or 40 Hours.** One and one-half times an employee's regular rate shall be paid for hours worked in excess of eight (8) continuous hours, or in excess of forty (40) hours within the work week. (In the Refuse Collection Division, one and one-half times an employee's regular rate shall be paid for all work performed after the satisfactory completion of the route task assignment, excepting only the Friday special crew which will be assigned at no additional pay on a crew rotation basis.)

(b) **Monday-Friday Work Week Schedule.** Employees scheduled on a regular work week of five (5) consecutive days, Monday through Friday, shall receive one and one-half times their regular rate of pay for hours worked on Saturday, and two times their regular rate of pay for hours worked on Sunday, provided that the employees have worked their regular work week, with time on annual leave and funeral leave credited towards such hours worked.

(c) **Continuous Operations Schedule.** Employees assigned to continuous operations as defined in Section 5.3 of Article 5, or employees whose work is scheduled for other than a Monday through Friday regular work week, shall be paid one and one-half times their regular rate of pay for hours worked on the sixth (6th) day; and two times their regular rate of pay for hours worked on the seventh (7th) day within their work week.

Section 6.4—Call Out Pay. An employee who is called out to work after he has left the premises or job site shall receive a minimum of four (4) hours pay or pay for all hours worked prior to starting his regular work day at one and one-half times his regular rate, whichever is greater, except that if such call out work immediately precedes and carries over into his regular work day, he shall only be paid at time and one-half his regular rate for hours actually worked before the starting time of his regular work day.

Section 6.5—Reporting Pay. An employee who reports to work as instructed or scheduled by the City shall be entitled to receive a minimum of four (4) hours pay at his regular rate and shall perform work as assigned. If an employee reports to work and then is permitted to leave, he may elect to be charged for the work day on either annual leave or leave-without-pay basis. This Section shall not be applicable where an Act of God or a catastrophe beyond the control of the City makes it impossible to provide work. Only those hours actually worked shall be included in the computation of overtime pay.

Section 6.6—Shift Differential. Employees regularly scheduled to work on the second shift as defined in Section 5.4 of Article 5 shall receive a shift differential of eight cents (\$.08) per hour. Employees regularly scheduled to work on the third shift as defined in Section 5.4 of Article 5 shall receive a shift differential of thirteen cents (\$.13) per hour.

Section 6.7—Overtime Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked.

Section 6.8—Work Assignment. The amount of overtime and call-in work and the employees required to work such hours shall be established by the City, provided however that such overtime and call-in work shall be distributed as equitably as is reasonably practical among employees normally performing the work, and shall be so equalized over a

three (3) month period. Any error in the distribution of overtime or call-in hours shall be adjusted by the City through the priority assignment of comparative future work, when available, to the employee who was erroneously deprived of such work. The City shall maintain and post in appropriate locations records showing overtime hours actually worked and hours not worked but charged to employees. If sufficient qualified volunteers are not available, junior qualified employees will be required to perform the work.

Section 6.9—Compensatory Time Off. Compensatory time off shall not be used as the method of paying employees for overtime work.

Section 6.10—Standby Pay. Employees shall normally be assigned to standby pay for seven (7) consecutive days, and they shall receive (in addition to any call back pay due under Section 6.4) four (4) hours pay at their regular straight time rate for each Saturday, Sunday or holiday that they are assigned to standby. An employee who is on standby but who does not report when called back to work on a week day, or timely furnish a qualified substitute, shall be removed from standby status and shall not receive any standby pay for that week. An employee who is on standby but who does not report when called back to work on Saturday, Sunday or a holiday shall forfeit his standby pay for that day and the City may obtain a replacement for that day from any available source. Standby assignments shall be allocated on a rotating basis among the eligible employees. Standby pay shall not be included in the computation of overtime pay.

Section 6.11—Temporary Transfer Pay. During the period in excess of one regular work day that an employee (who has completed his training period) is temporarily transferred to a job classification in a higher pay grade than his regular job classification, the employee shall be paid at either the rate in the higher pay grade which is one step more than his regular rate or the minimum rate for the higher pay grade, whichever is greater, **except** (a) where such temporary transfer is made when his job is not operating; or (b) in lieu of layoff; or (c) upon recall from layoff status; or (d) when the transfer is made at the employee's request; in which cases he will be paid the rate of the job classification to which he is transferred.

ART. 7—LEAVE OF ABSENCE

Section 7.1—Court Leave. An employee who has completed his probationary period and who is under proper order, subpoena, summons from any Court, legislative group or similar body, to appear in behalf of the government or to present himself for jury duty in any Federal, State or Municipal Court shall be compensated by the City in the amount of the difference between days lost and the amount received as juror's fees, provided he is prepared to offer valid proof of such court attendance and the amount received as juror's fees. Whenever the employee is temporarily excused from such court attendance by the court on his scheduled work day, he shall advise his Supervisor as promptly as possible and stand ready to report for work if requested by the City. Upon receipt of a subpoena or the notice to report for jury duty, the employee must notify immediately the Personnel Department and the City may request that the employee be excused or exempt from such court service if, in the opinion of the City, the employee's services are essential at the time of such proposed court service.

Section 7.2—Funeral Leave. An employee who has completed his probationary period shall be entitled to leave of absence at his regular rate for a maximum of three (3) regular scheduled work days lost in the case of death in his immediate family, namely, husband or wife, child, brother or sister, parent, parents-in-law, or grandparent, provided the leave of absence is taken during the period between the date of death and the day following burial, both inclusive, and provided further that the employee is prepared to offer valid proof of death and relationship upon request.

Section 7.3—Military Leave. An employee who has completed his probationary period and who is ordered by the National Guard or the armed forces of the United States to report for duty for a local emergency not exceeding five (5) work days or an employee who

serves in a military training or reserve program of the armed forces of the United States for a period not exceeding fifteen (15) regular scheduled work days lost in any calendar year shall be compensated by the City in the amount of the difference between his regular rate for regular scheduled work days lost and the amount received as military pay, provided he is prepared to offer valid proof of such military service. Scheduled work days lost in excess of such period because of such military training shall be charged against annual vacation entitlement or leave without pay. A copy of the employee's military orders must be submitted to the Personnel Department by the employee requesting this leave.

Section 7.4—Educational Leave. The City may grant an employee leave of absence without pay to take specific courses of study related to the work of the Department in which he is employed.

Section 7.5—Disability Leave. An employee who has completed his probationary period shall be entitled to leave of absence with pay at his regular rate for any illness or injury arising out of or in the course of his employment with the City which is supported by written certification of a physician and approved for Workman's Compensation by the Virginia State Industrial Commission, for periods of disability not exceeding ninety (90) work days for any one injury, in lieu of any benefits payable under the Workman's Compensation Law.

Section 7.6—Sick Leave. The City shall continue to provide and administer its current policy on sick leave and sick leave pay which generally provides that a full-time employee who has completed his probationary period shall accrue sick leave at the rate of one day per month for each calendar month of continuous service. The express terms and conditions of the said sick leave policy of the City shall govern, and the City shall determine all administrative procedures to comply with the provisions of said sick leave policy.

Section 7.7—Paid Vacation. The City shall continue to provide and administer its current policy on vacations which generally provides that a full-time employee who has completed his probationary period shall accumulate one day of annual vacation leave for each calendar month worked. In addition, an employee shall accumulate one "premium" day of annual vacation leave for each continuous full leave year (beginning October 1) that he works for the City, up to a maximum of twelve premium days under certain circumstances. The express terms and conditions of the said vacation policy of the City shall govern, and the City shall determine all administrative procedures to comply with the provisions of said vacation policy. No employee will be permitted more than one (1) day of annual leave per calendar month unless said leave was requested more than one (1) regular scheduled work day in advance, and provided further that in all cases employees must give the City reasonable advance notice of their absence, to the extent possible under the circumstances. An employee who has completed his probationary period and is terminated for any reason other than discharge for due cause shall receive full payment for his accumulated annual leave up to forty-eight (48) days maximum accumulation.

Section 7.8—Union Office. Leave of absence without pay for the purpose of holding full time office in the Local, Council, or International Union for a period not to exceed one (1) year shall be granted to not more than two (2) employees at any one time, provided the City is given at least twenty-one (21) calendar days of advance notice of such requested leave. This leave may be extended for additional one (1) year periods by mutual agreement of the City and the Union.

Section 7.9—Union Business. Except by mutual agreement of the City and the Union, no more than two (2) employees at any one time from any one Department shall be allowed leave of absence without pay to attend Union conventions or special meetings for a period not to exceed ten (10) work days, provided the City is given at least fourteen (14) calendar days' advance notice of such requested leave. Such employees shall continue to accumulate seniority during their leave of absence.

ART. 8—HOLIDAYS AND HOLIDAY PAY

Section 8.1—Paid Holidays. For the purpose of this Agreement, the following days shall be considered paid holidays for employees: New Year's Day (January 1); Washington's Birthday (Third Monday in February); Memorial Day (Last Monday in May); Independence Day (July 4); Labor Day (First Monday in September); Veterans Day (Fourth Monday in October); Columbus Day (Second Monday in October); Thanksgiving Day (Fourth Thursday in November); one-half day Christmas Eve (December 24); Christmas Day (December 25), and Presidential Inauguration Day (Every Fourth Year). Eligible employees as provided in Section 8.2 shall receive eight (8) hours pay at regular straight time hourly rate for each of said holidays. When one of these holidays falls on Saturday, it shall be observed on Friday and when one of these holidays falls on Sunday, it shall be observed on Monday. Any further holidays designated by the City Council shall become paid holidays under this Agreement.

Section 8.2—Eligibility. In order to be eligible for holiday pay, an employee must have worked his last scheduled work day before and his first scheduled work day after the holiday (or day selected in lieu of the holiday) except in the case of an illness or accident preventing the employee from working as evidenced by prior notification to the City and by written certification of a physician or other proof as requested by the City. In no case shall an employee who is not currently working or on paid leave status receive holiday pay. An employee who fails to report for work on a holiday when instructed to report shall not receive pay for the unworked holiday. A regular part-time employee shall be paid under this Section for the number of hours he is regularly assigned to work on the day that the holiday occurs.

Section 8.3—Holiday Work Pay. Employees who work on the holidays listed in Section 8.1 shall be paid one and one-half times their regular rate for all hours worked, in addition to eight (8) hours holiday pay as provided in Section 8.1.

Section 8.4—Overtime Pay Credit. For the purpose of computing overtime pay, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

ART. 9—LIFE AND HOSPITALIZATION INSURANCE

Section 9.1—Group Hospitalization Plan. The City's Group Hospitalization Plan shall be made available to any employee who has accumulated six (6) months seniority and who elects to enroll in such Plan. During the term of this Agreement, the insurance premium cost, including any increase, shall be shared jointly by the City and the employees in the same proportionate share and ratio as is in effect under the 1974-1976 Agreement between the parties.

Section 9.2—Life Insurance Plan. For all employees who have accumulated 90 days of seniority, the City will provide a group life insurance plan. The amount of life insurance as to each eligible employee will be equal to the first even \$1,000 above the employee's annual straight time wage. The City shall contribute \$.44 per month per \$1,000 of life insurance toward the cost of such plan.

Section 9.3—Master Plans. The terms and provisions of the Master Life and Hospitalization Plan Agreements shall be controlling on all parties in all matters pertaining to benefits under the said Master Agreements.

ART. 10—RETIREMENT PLAN

Section 10.1—The City's Group Retirement Plans (Virginia Supplemental Retirement Plan and City Supplemental Retirement Plan) shall be continued in effect for the term of this Agreement. The terms and provisions of the Master Retirement Plan Agreements shall be controlling on all parties in all matters pertaining to benefits under the said Master Agreements.

ART. 11—SAFETY AND HEALTH

Section 11.1—Safe Working Conditions. Safe and healthy working conditions are the objective of the City, the employees, and the Union. The City and the Union shall encourage employees to work in a safe manner and cooperate with the City in maintaining the City's rules, policies and practices pertaining to safety and health.

Section 11.2—Safety Committee. The Union may appoint three employees to serve as members of the City's Municipal Safety Committee. The said Committee shall meet monthly and report its findings and recommendations to the City Manager and/or his designee for their considerations.

Section 11.3—Uniforms. The City will provide uniforms for all employees required to wear them. These uniforms remain City property and are on loan to the employees, who are responsible for care of these garments and must return them to the City. The cost of uniforms not returned to the City at termination of employment will be deducted from the employee's final pay check.

ART. 12—GRIEVANCE PROCEDURE

Section 12.1—Definition of Grievance. A grievance is a difference or dispute between an employee or the Union and the City with respect to the meaning, interpretation or application of the express terms of this Agreement.

Section 12.2—Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) work days following either the event giving rise to the grievance or within ten (10) work days following the time when the employee reasonably should have gained knowledge of its occurrence. Grievances shall be processed as follows:

STEP 1:

Verbal Notice to Immediate Supervisor. The employee, with his Steward, shall discuss the grievance with his immediate Supervisor. The immediate Supervisor shall attempt to adjust the grievance and shall respond verbally within three (3) work days of the discussion. If a grievance involves two or more employees, the Steward may present the grievance with only one aggrieved employee present.

STEP 2:

Written Notice to Department Head. If the grievance is not settled in Step 1, the Union shall, within five (5) work days following receipt of the Supervisor's answer, file a written grievance with the Department Head. A meeting shall then be held between the Department Head (and/or his designees) and a representative of the City Personnel Department (representing the City) and the Union representatives at a mutually agreeable time, within three (3) work days. If no settlement is reached in said meeting, the Department Head shall give a written answer to the Union within five (5) work days of said meeting.

STEP 3:

Grievance Meeting with City Manager. If the grievance is not settled in Step 2, the Union shall file the written grievance appeal with the City Manager within five (5) work days after receipt of the Step 2 answer. A meeting shall then be held between the City Manager (and/or his designees) and the Union representatives at a mutually agreeable time, within five (5) work days. If no settlement is reached in said meeting, the City Manager (and/or his designees) shall respond in writing within seven (7) work days following said meeting.

Section 12.3—Union Stewards. Union Stewards appointed or elected by the Union from among the employees of the City shall be recognized by the City as representatives of employees in their respective work areas, but nothing in this Agreement shall deny any individual employee the right to present grievances to the City and to have such grievances

adjusted as long as the adjustment is not inconsistent with the provisions of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustment. The Union shall notify the City of and supply a current roster of its Stewards. Such Stewards shall have the right to leave their jobs during working hours for the purpose of reviewing matters arising out of this Agreement involving the department, section or work area they represent and which require immediate attention or to attend a scheduled grievance meeting, provided they first receive permission to perform this Union business from their immediate Supervisor. Such permission shall not be unreasonably withheld by the City, but it shall not be granted at times when it interferes with the effective operation of the City.

Section 12.4—Time Limits. No grievance shall be entertained or processed unless it is filed within the time limit set forth in Section 12.2. If a grievance is not appealed within the time limit for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may mutually agree to extend any time limits. If the City fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next step.

ART. 13—ADVISORY ARBITRATION

Section 13.1—Appeal Procedure. Any grievance of an employee concerning the interpretation of an express provision or provisions of this Agreement that has been properly processed through the Grievance Procedure as set forth in Article 12 and has not been settled at the conclusion thereof may be appealed to advisory arbitration by the Union by serving written notice of its intention to appeal on the City, together with a written statement of the specific provisions or provisions of this Agreement at issue. If, however, the grievance is not appealed to arbitration as provided in this Section within fifteen (15) work days after the City's answer at Step 3 of said Grievance Procedure, it shall be considered settled in accordance with such answer, which shall be final and binding upon the aggrieved employee or employees and the Union.

Section 13.2—Arbitration Committee. Within seven (7) work days after the grievance has been appealed to arbitration as provided in Section 1 of this Article, the parties shall refer the grievance to an Arbitration Committee consisting of one member appointed by the City and one member appointed by the Union.

Section 13.3—Selection of Arbitrator. The members of the Arbitration Committee shall select an impartial arbitrator. If they are unable to agree upon a choice within seven (7) work days thereafter, they shall jointly request the Federal Mediation and Conciliation Service to furnish a list of not less than five (5) qualified and impartial arbitrators, one of whom may be designated by the Arbitration Committee to act as arbitrator of the grievance. If no agreement can be reached as to the arbitrator within seven (7) work days after receipt of the said list, they shall jointly petition the Federal Mediation and Conciliation Service to furnish a second list of not less than five (5) additional qualified and impartial arbitrators, one of whom shall be designated by the Arbitration Committee within seven (7) work days after receipt of said list, to act as arbitrator of the grievance. Selection shall be made by the Committee members alternately striking any name from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

Section 13.4—Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the Union and the City. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Union. The award in writing of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority as specified in this Agreement shall not be final and binding on the aggrieved employee or employees, the Union and the City, but advisory only.

Section 13.5—Arbitration Expenses. The Union and the City shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to him.

ART. 14—NO STRIKES OR LOCKOUTS

Section 14.1—Strike Action Forbidden. The Union, its officers, agents, representatives, and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-down, slow-down, cessation or stoppage of work, boycott, picketing, willful and concerted failure to report for duty or absence from work, or other interference with or interruption of operations at any of the City's facilities.

Section 14.2—Lockouts Forbidden. The City of Alexandria will not lock out any employee as a result of a labor dispute with the Union.

ART. 15—MANAGEMENT FUNCTIONS

Section 15.1—Management Functions. Nothing in this agreement shall interfere with or abridge the exclusive right and responsibility of the City of Alexandria to determine and administer the mission of the government and to operate the affairs and direct the work force of the City and its departments and other sub-divisions in all aspects, including but not limited to the services to be rendered; the efficiency of operations; the methods, means and personnel by which such operations are to be conducted; the right to discipline, suspend or discharge for due cause; and to take whatever action and issue rules, policies and regulations necessary to carry out these and all other managerial functions entrusted to it, except as expressly modified or restricted by a specific provision of this Agreement.

ART. 16—UNION VISITATION

Section 16.1—Union Visitations. Upon notice to the Personnel Department, the Division Head, or their designees, representatives of the Union shall have reasonable access to the City premises for the purpose of conferring with the City or Union Stewards and administering this Agreement. Such visitations shall not interfere with the efficient operation of the City.

ART. 17—SUSPENSION AND DISCHARGE

Section 17.1—Procedure. No employee other than a probationary employee shall be discharged without first being suspended from work. The City shall give prompt notice of its action to the employee's steward and any dispute by the employee and/or the Union related to the suspension or discharge may be made the subject of a grievance at Step 2 in accordance with the procedure established in Article 12.

ART. 18—LABOR-MANAGEMENT COMMITTEE

Section 18.1—Labor Management Committee. There shall be established a Labor-Management Committee consisting of six (6) members, three of whom shall be appointed by the Union from among the employees and three of whom shall be appointed by the City. The Committee will meet monthly (at the request of either party) and report its findings and recommendations to the City Manager or his designee for the City's review and consideration.

ART. 19—MISCELLANEOUS

Section 19.1—Bulletin Boards. The City agrees to provide bulletin boards for the Union to keep its members informed concerning Union meeting notices and other Union business. The City reserves the right, however, to require advance approval of all bulletin board postings.

Section 19.2—Performance Evaluation. Employees will receive a true copy of their performance evaluations.

ART. 20—DURATION OF AGREEMENT

Section 20.1—Effective Period. This Agreement shall become effective as of July 3, 1976 and shall continue in full force and effect until 7:00 a.m. on July 3, 1977. Thereafter it shall be self-renewing for yearly periods unless notice of intent to terminate or modify this Agreement is given in writing by either party to the other not less than 120 days prior to the expiration date. This Agreement incorporates the entire understanding of the parties with respect to personnel policies and all matters affecting conditions of employment. It is further understood that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized officers and representatives.

Section 20.2—Separability. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law or decision of the Courts, such term or provision shall continue in effect only to the extent permitted by such law or Court decision. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Executed this 8th day of July, 1976, after receiving approval by the City Council and ratification by the Union membership.

Local 802, AFSCME

Peter J. Morahan
Linwood Smith Pres.

City of Alexandria

James F. Kuebler
James F. Kuebler

Appendix I
(FY 1976-1977)
(Effective July 3, 1976)

SERVICE & MAINTENANCE UNIT PAY SCHEDULE

Hourly Rates

GRADE	A	B	C	D	E	F	X1	X2	Y1	Y2	Z1	Z2
15B Custodian		3.49	3.61	3.73	3.85	3.98	4.05	4.12	4.19	4.27	4.34	4.42
16B Laborer I Traffic Service Worker I Parking Garage Attendant	3.61	3.73	3.85	3.98	4.12	4.19	4.27	4.34	4.42	4.50	4.58	
18B Traffic Service Worker II Laborer II Refuse Collector Maintenance Helper	3.85	3.98	4.12	4.27	4.42	4.50	4.58	4.66	4.74	4.83	4.92	
21A Equipment Operator	4.12	4.27	4.42	4.58	4.74	4.92	—	—	5.01	5.11	5.20	5.30
23A Traffic Service Worker III Laborer III Auto Service Worker Auto Mechanic Trainee Tree Trimmer Maintenance Worker	4.42	4.58	4.74	4.92	5.11	5.30	—	—	5.40	5.50	5.61	5.72
24A Equipment Operator II	4.58	4.74	4.92	5.11	5.30	5.50	—	—	5.61	5.72	5.83	5.94
26A Auto Mechanic I Heavy Equipment Operator	4.92	5.11	5.30	5.50	5.72	5.94	—	—	6.06	6.17	6.30	6.42
28A Auto Mechanic II	5.30	5.50	5.72	5.94	6.17	6.42	—	—	6.55	6.67	6.80	6.93
30A Auto Mechanic III	5.72	5.94	6.17	6.42	6.67	6.93	—	—	7.06	7.20	7.34	7.48

Appendix II**DEPARTMENTS AND JOB CLASSIFICATIONS****Departments**

Transportation and Environmental Services Department
Recreation and Cultural Activities Department
General Services Department

Pay Grades and Job Classifications**Pay Grade****Job Classification**

15

Custodian

16

Laborer I

Traffic Service Worker I

Parking Garage Attendant

18

Traffic Service Worker II

Laborer II

Refuse Collector

Maintenance Helper

21

Equipment Operator I

23

Traffic Service Worker III

Laborer III

Auto Service Worker

Auto Mechanic Trainee

Tree Trimmer

Maintenance Worker

24

Equipment Operator II

26

Auto Mechanic I

Heavy Equipment Operator

28

Auto Mechanic II

30

Auto Mechanic III

2
10-15-16

City Council of Alexandria, Virginia
Public Hearing Meeting
Saturday, October 15, 2016

Open Mike
Concerns about the T. C. Williams Community Advisory Committee

by
Nancy R. Jennings

Good Morning

My name is Nancy Jennings and I live at 2115 Marlboro Drive. I am President of the Seminary Hill Association, Inc. (SHA), and speak today on its behalf.

Citizens' time and energy are being diverted and wasted by controversial issues unrelated to improving the quality of education in Alexandria. I spoke to you last month about one debacle and wish to update you on it and call to your attention another.

- I'm sure you are aware of the discord related to the real estate developments at the expanded Patrick Henry School and Rec Center. The ACPS and School Board chose Option A1 over the Advisory Committee's recommended Option C1, claiming it was cheaper. Within two weeks, the ACPS discovered that A1 did not take into account the cost of a third floor nor the cost of moving Dominion Virginia's power lines. Option C1 does not have either of these additional expenses and has less square footage. Continuing on with A1 as the ACPS is doing is a further waste of taxpayer money.
- The newest debacle relates to a Resolution from the ACPS, which we oppose. It came out on October 6th and claims there are reasons to change the nature and composition of the T. C. Williams Community Advisory Committee. You have a handout of that Resolution with edits in red made by the ACPS earlier this week. You also have a LONG letter from TC neighbors about the problems with the original Resolution. The School Board held a public meeting last Thursday and is supposed to vote on the Resolution in less than two weeks (October 27th).

Let me call to your attention to a couple of problems with this edited version of the Resolution:

- It calls for a "permanent forum" when one already exists. The Advisory Committee has met since 2007 and members have copies of the minutes of these meetings that the ACPS has not made available to the School Board or the Superintendent.

- The Resolution adds members from groups who do not live adjacent to the school; one of which may not exist at all.

In addition:

- Karl Moritz, the City's Planning Director, sent an email on January 11, 2016 to ACPS Chief of Operations Clarence Stokes and expressed doubts about his plans saying they were inconsistent with standard City practice and did not meet the intent of Condition 69 of the DSUP #2002-0044, “to provide a permanent forum for the discussion and resolution of **neighborhood** issues that arise as a result of the ongoing operation of the new high school.”

Finally,

- At a meeting on September 27th, SHA Board Member Jack Sullivan asked School Board Member Bill Campbell whether it was true that the school lawyer had suggested that trying to alter the purpose and makeup of the Advisory Committee was an easier road to achieve ACPS objectives than trying formally to rescind Provision 69 of DSUP 2013-0014. Mr. Campbell enthusiastically admitted that was true.

The ACPS and School Board have real problems in terms of capacity and performance and should invest their time and funds in solving those problems rather than hiring a lawyer and contracting developers to foist expensive facilities, which we do not want, into our neighborhoods.

T.C. Williams Community Advisory Committee Resolution

WHEREAS, the Alexandria City School Board wishes to formalize the T.C. Williams Community Advisory Committee as a Superintendent's committee, established to implement certain Developmental Special Use Permit ("DSUP") requirements adopted by the Alexandria City Council; and

WHEREAS, the School Board wishes to provide a permanent forum to discuss neighborhood and school-related issues that arise in connection with the ongoing operation of T.C. Williams High School; and

WHEREAS, the School Board is committed to the goals of community engagement for the benefit of the T.C. Williams High School constituency, and discussing educational proposals and services that increase awareness within the neighborhood; and

WHEREAS, the School Board seeks a diverse group of city residents representing the adjoining neighborhoods, and a wide variety of other interests to assist in providing input for the facilities and educational developments at T.C. Williams.

NOW, THEREFORE, BE IT RESOLVED BY THE ALEXANDRIA CITY SCHOOL BOARD:

1. That there is hereby reestablished a T. C. Williams Community Advisory Committee (the "Advisory Committee");
2. That the Advisory Committee shall consist of at least the following members, one of whom shall be annually appointed as Chair of the Advisory Committee by the ACPS Superintendent:
 - a. An ACPS Department of Educational Facilities staff member and a member of the ACPS Department of Communications, both of whom shall be designated by the Superintendent;
 - b. The T.C. Williams Principal (or designee);
 - c. The T.C. Williams PTSA President (or designee);
 - ~~b-d. One T.C. Williams student, designated by the Superintendent to serve a one-year term;~~
 - e. An Alexandria City Department of Recreation, Parks and Cultural Activities staff member, designated by DRPCA;
 - ~~e-f. Two community members at-large, appointed by the Superintendent for two-year terms, who are residents of Alexandria City; and~~
 - g. at least five Community members from the adjoining neighborhoods appointed by the following civic associations ~~community members from the adjoining neighborhoods appointed by the Superintendent~~ for two-year terms.
 - i. Seminary Hill Association (2 Members)
 - ii. North Ridge Citizens Association (1 Member)
 - iii. Taylor Run Civic Association (1 Member)
 - iv. Fairlington Center Condominiums (1 Member)
 - v. Kingsgate Condominiums (1 Member)
 - vi. Seminary Civic Association (2 Members)
 - vii. Chapel Hill Homeowners Association (1 Member)

Other than for good cause, the Superintendent may not alter the civic associations' appointments;

~~d. The T.C. Williams PTSA President (or designee); and~~

~~e. One community member at large, appointed by the Superintendent for a two-year term, who is a resident of Alexandria City;~~

3. That the Superintendent ~~may designate additional members to serve on~~ maintains oversight of the operation of the Advisory Committee;

4. That the Advisory Committee community members may serve no more than three consecutive terms, unless an exemption waiver is granted by a majority vote of a quorum of the School Board;

~~5. That the Superintendent shall endeavor to ensure that in the aggregate, Advisory Committee members are representative of the diversity of interests and uses of the T.C. Williams High School campus;~~

6. That the School Board liaisons to T.C. Williams High School, (or other Board members assigned by the Board Chair if they are unable to serve), shall be liaisons to the Advisory Committee on behalf of the Board;

7. That the functions of the Advisory Committee members shall be to:

- a. Attend scheduled meetings which shall be open to the public;
- b. Work within the framework established by the School Board for the needs and improvements of the T.C. Williams school campus and surrounding neighborhoods;
- c. Act as liaisons for the neighborhoods and groups they represent to provide input on issues and opportunities;
- d. Bring community values, knowledge, and ideas in ways that provide lasting benefit to the T.C. Williams community and the City as a whole; and
- f. Inform the adjoining neighborhoods of the meetings and invite input;

8. That the purpose of this committee is to provide a forum for discussion and resolution of neighborhood issues arising in the ongoing operation of the high school, rather than the adoption of reports, resolutions or recommendations. Therefore, the committee will be non-voting and will operate by consensus;

~~89. That~~ Upon request by the School Board, the Superintendent will provide reports on the committee's activities to the Board;

~~910.~~ That staff assistance to the Advisory Committee shall be managed by the staff of the Alexandria City Public Schools and, when necessary, the Department of Recreation, Parks and Cultural Activities; and

~~1011.~~ That the Advisory Committee shall meet at least twice annually and shall determine its meeting schedule on an annual basis, unless otherwise specified by the School Board.

Memorandum

To: Alexandria School Board, Superintendent of Schools

From: Seminary Hill Association and Seminary Civic Association Members of TCW Community Advisory Committee

Re: Resolution regarding Community Advisory Committee

Date: October 11, 2016

We wish to put forward our position regarding the proposal of the Alexandria City School Board (ACSB) Resolution to recognize the TC Williams Community Advisory Committee that has been operating since the "new" school became operational. We will list our specific concerns in this memorandum, but first want to make a few over-arching statements. In order to facilitate this discussion, it might be helpful to quote the exact language of Condition 69 in the 2004 DSUP. It states:

"X. Neighborhood Committees:

69. To provide a forum for **the discussion and resolution of neighborhood issues that arise as a result of the ongoing operation of the new high school**, ACPS shall create and coordinate a Community Advisory Committee to include representatives of ACPS, T. C. Williams High School (TCW), the Department of Recreation, Parks and Cultural Activities, and the adjoining neighborhoods. The Advisory Committee shall determine its meeting schedule, which may be either on a regular basis or as conditions require."

Seminary Hill Association and Seminary Civic Association agree with the Alexandria City School Board's (ACSB) desire to recognize the TCW Community Advisory Committee. We welcome the ACSB's desire to finally identify and designate an ACPS and a school representative who will be responsible for achieving "resolution of **neighborhood** issues that arise as a result of the ongoing operation of the new high school", as is clearly stated in Condition 69 of DSUP #2002-0044. It has become clear to us over the years that no ACPS or school representative has taken responsibility for conveying neighborhood concerns to the ACSB or the Superintendent. If formalizing the committee will result in better communication between neighbors and the school system, it will be a welcome outcome.

We want to point out to School Board members and staff that, despite assertions to the contrary by school officials, this committee has been meeting continuously since 2007. We have agendas and minutes from meetings, even if the ACSB cannot locate them. Patty Moran has been a constant presence at every meeting we have held and has taken minutes, so she should be able to provide you with any documentation you need about the fact that this committee has been in existence since the opening of the school in 2007. We do not understand why these records have not been made available to ACSB and the Superintendent.

We oppose any attempt by ACSB to expand the purpose and membership of this committee to dilute its stated focus on “neighborhood issues.” While the “official” name of the committee in the DSUP is the Community Advisory Committee, its purpose and charge is **only** to resolve **neighborhood** issues relating to the operation of the school. Therefore, members of the committee are intended to be those people who have a direct interest in operational issues of TCW. During the meeting on September 27th, there was disagreement over what the term “adjoining” neighborhoods means. School officials stated that Planning and Zoning had provided them with the extensive list of “adjoining” civic associations that appear to span almost half of the city of Alexandria. “Adjoining neighbors” is not the same thing as “adjoining civic associations.” The Department of Planning and Zoning providing a list of civic associations is not the same thing as the Department of Planning and Zoning determining that “neighborhoods” equal “civic associations.”

The ACPS’s reliance on this list is misplaced, especially given how the Department of Planning and Zoning treats the issue of adjoining property owners throughout its various land use processes. We do not understand how this definition of “adjoining” can be verified in any city code section or by any definition of adjoining that can be found in the dictionary. The standard definition of “adjoining” in the dictionary states that “adjoining” is an adjective that means, “being in contact at some point or line; bordering; contiguous.” We also note that when a residential property owner applies for a permit that requires notification of other property owners, the Department of Transportation and Environmental Services uses the term “adjacent property owners.” This is defined as properties that touch your property, not other property owners in your general area. Planning and Zoning ordinances use the term “abutting property,” which is defined as “all property that touches the property in question and any property that directly faces the property in question.” We believe this is a synonym for adjoining.

We would like to receive clarification on several issues:

1. How does Taylor Run Civic Association adjoin TCW property?
2. How does Kingsgate Condominium, located on Braddock Road and having never participated as an entity (nor have any of its members participated) in any Construction Advisory Committee meetings or Community Advisory Committee meetings get included in this Resolution?
3. We have not been able to locate the Fairlington Center Condominiums, so we do not know this entity’s location; however, we do know it is not adjacent to TCW property. Where is this condominium located?
4. The Chapel Hill Homeowners Association is located across King Street from TCW, but has not participated in this process during the past 9 years. Why is it now being included if it or its members have chosen not to participate for over 9 years?
5. North Ridge Citizens Association was represented during the construction phase, but has not participated in meetings of the

Community Advisory Committee since the school opened, as they did not feel they had any operational issues to be concerned with. Why is this Association now being included if it or its members have chosen not to participate any further after the school opened?

We request clarification and the basis from school officials on how these associations are now to be included in the Community Advisory Group.

We understand how the Superintendent might want to create an Advisory Committee to receive input from students and the larger Alexandria community on issues outside the narrow focus of this committee that was created by Condition 69 of the DSUP to address neighborhood issues. He is certainly free to do so at any time. As we read the "Whereas" clauses preceding the actual proposed resolution, it seems that the real intent of this Resolution is to set up a new committee with a much larger overview of TCW issues (educational) and a much larger citizen composition (the entire city). But that is not the legal purpose of the committee set up in Condition 69 and trying to shoehorn this existing committee to fit another purpose for ACSB and the Superintendent ignores the legal effect of the provisions in the DSUP.

As we look at the proposed resolution we have the following comments:

1. In the first "Whereas" clause of the document, we assert that the committee was not "established to implement certain Developmental Special Use Permit requirements." Its purpose is "to provide a permanent forum for the discussion and resolution of neighborhood issues that arise as a result of the ongoing operation of the new high school."
2. In the second "Whereas" clause, we assert that the addition of the language "school-related issues" expands the committee's role beyond what the DSUP requires. As mentioned before, if the Superintendent wishes to create a committee to discuss all "school-related issues" with membership from areas throughout the city, he is free to do so in a separate forum.
3. In the third "Whereas" clause, we assert that this language has nothing to do with the committee established by the DSUP. This committee does not exist for the "benefit of the TC Williams constituency", nor to "discuss educational proposals that increase awareness." These are not the operational issues that this committee was established to address, per the DSUP.
4. In the fourth "Whereas" clause, this language is completely contrary to the purpose of Condition 69 and should be totally eliminated. The inclusion of the words, "and a wide variety of other interests to assist in providing input for the facilities and educational development at TCW" is in direct conflict with the make up and purpose of the committee as set forth in Condition 69. This expansion and widening of focus for the committee are not consistent with the language in the DSUP.
5. In item 2 (c and d), we reject the inclusion of the TCW PTSA President and a TCW student. Again, as stated above, these individuals would make valuable contributions on a Superintendent's Community At large Advisory

Committee, but they have no role whatsoever in addressing operational issues between the school and its immediate neighbors.

6. In item 2 (f), we reject the inclusion of 2 community members at large (now changed from 1 in the original draft). Again, these proposed members have absolutely no role in discussing the operational issues between the school and neighbors that this committee is charged with addressing per the DSUP and can only be seen to weaken the voice of the adjacent neighbors.
7. In item 2 (g), there is no mention of term limits in Condition 69. It would be up to the various civic associations to determine how they would like to appoint their members. As stated above, we also disagree with enlarging the committee to include representatives from Condominium and Homeowner Associations that have never been a part of this committee since its inception and have never had members of these groups participate in their individual capacity. Mr. Richard Dorman, who has been a member of the committee since the construction phase, and lives in a townhouse community across the street from the school, stated that his Association was not listed as a participant. So we question how the ACSB obtained the list of these additional associations and why they are now proposing that they be included, when other nearby residents who have been participating for many years are purposely excluded.
8. In item 3, we would request clarification of the language that the "Superintendent maintains oversight of the operation of the Advisory Committee." As written in and required by the DSUP, the committee sets its schedule and may hold meetings, as they deem necessary. We want to ensure that neighborhood members could continue to call a meeting when they find it necessary.
9. In item 4, we reject this language. The civic associations will appoint members to represent them and can choose the terms of those appointments. Condition 69 does not grant the ACSB authority to set term limits.
10. In item 6, (Note: On the draft presented to us, Item #5 has been deleted, yet the numbers from this point on do not reflect that there is no Item #5) we request language to clarify that School Board members are solely liaisons to the Advisory Committee, but do not have the ability to take charge and run the meetings.
11. In item 7 (b), we disagree with this language in its entirety. The ACSB is imposing conditions on the work of the committee. The ACSB does not set any "framework" for the committee discussions to advance "the needs and improvements of the TCW school campus." This language is not part of Condition 69, as the committee has been and should be a forum for open discussion about operational issues as they impact the adjoining neighbors.
12. In item 11, the DSUP clearly states that the committee "shall determine its meeting schedule," not the ACSB. We believe this item is an improper restriction on the committee's meeting schedule and the language "unless otherwise specified by the School Board" is an illegal interference of this committee's purposes as agreed to by the ACSB when it submitted the DSUP application with the City. The committee must maintain its flexibility in calling meetings when necessary. The Superintendent and the ACSB can call

additional meetings, just as the neighborhood members can, so this language is not necessary.

We look forward to further discussions about these issues before any action is considered by the ACSB.

**Representatives to TCW Community Advisory Committee
Seminary Hill Association, Inc.**

Carter Flemming
Lillian Patterson
Steve Harkness

**Representatives to TCW Community Advisory Committee
Seminary Civic Association**

Fran Terrell
Arminta Wood

My name is Barbara Beach and I live at 614 S Royal Street.

I am here today to talk about the quality of life in my neighborhood – the Southeast Quadrant of Old Town. That area of Old Town located between King St and Jones Point and between Washington Street and the river.

I will conclude by asking you for 2 things.

Our neighborhood contains two schools – St Mary's and Lyles Crouch, at least 7 churches – St Paul's, St Mary, Presbyterian Meeting House, Downtown Baptist Church, Roberts Memorial Methodist, Beulah Baptist Church and Zion Baptist Church, the Department Progressive Club, 2 grocery stores – Safeway and Baldacci's, several apartment buildings and the delightful Yates Gardens among many other homes. We have several playgrounds and a dog park. Multiple school buses pick up our children in front of Safeway and drop them off twice a day. Parents walk their children back and forth often – sometimes with a dog in tow.

We are as close to a Del Ray neighborhood as you will find in Old Town. Neighbors know and like one another generally, look out for one another's newspapers when people are out of town, and clear the snow together. We cherish the outdoor orientation and we are a community of young couples, children and babies, senior citizens, handicapped and active residents.

Living so close to the King and Washington Streets commercial districts we walk a lot – to dinner, to church, to

school, to work, to groceries and to visit. We also drive and bike but as often as not we walk.

I have lived in my neighborhood over 30 years and in the last several years we have been under siege. Little awareness of the character of our neighborhood has been shown. Trees are removed without need or explanation along Union Street.

A bikeshare was erected at Safeway in a residential zone without neighborhood input or notice. Any purported notice stated Wilkes and Royal but the stand was placed at Gibbon and Royal. The sidewalk in front of Safeway was not only cut in half but on an average of 309 times a month it is totally blocked by bikes being replaced, removed or shuffled. Our neighborhood has nothing against Bikeshare but we do not want it in that location and we ask that you direct staff to remove it. We believe that the stand at District Taco is close enough to the other Bikeshares to meet any distance requirements.

We are subject to significant sign pollution – within a ½ block radius at Wilkes and S Royal we have approx. 20 informational/directional signs as ridiculous as the fact that Eisenhower Valley is over that way and the Lee Center is over that way. We are not an interstate ramp. We are a neighborhood and want the beauty of our trees, homes and flowers to shine – not signs.

Several years ago staff asked you to amend an ordinance to permit adults to bicycle on our sidewalks. We ask that you again amend that ordinance to prohibit sidewalk biking in the Old and Historic District. The ordinance currently prohibits sidewalk biking from Cameron to Prince but the

prohibitions need to be expanded to protect the dense use of sidewalks in the Old and Historic District by the school children, church goers, residents, parade watchers, handicapped and seniors. *I have prepared a very simple amendment for you.*

The South East Quadrant has organized and we will be asking you for additional help. We are working with BPAC, the police, OTCA and other groups to try and improve the traffic enforcement issues but right now we just need some breathing room that my requests can provide. Removing the bikeshare from Royal and Gibbon will open up our space and allow us safe access to the Safeway. *churches, school* The removal of adult bicyclists from our sidewalks will make it safer for all.

Thank you for your time and attention.

Sec. 10-7-4 - Non-roadway bicycle routes; duties of riders.

Unless designated by signage prohibiting such conduct, persons may ride a bicycle upon any sidewalks located within the city, subject to the following conditions

(a)

A person riding a bicycle on a sidewalk or shared-use path shall yield the right-of-way to any pedestrian and shall give an audible signal, either verbally or by the use of a bell or other device capable of giving a signal audible for a distance of 100 feet, before overtaking and passing any pedestrian.

(b)

A person riding a bicycle on a sidewalk or shared-use path shall have all the rights and duties of a pedestrian under the same circumstances.

(c)

The foregoing sections shall not apply to bicycles operated by police officers in the course of their law enforcement duties.

(d)

Bicycling on the sidewalk shall be prohibited in the Old and Historic District ~~King Street/Union Street Commercial Zone. This zone is on King Street, from West Street east to the Potomac River, and on Union Street, between Prince Street and Cameron Street.~~

(e)

The designation of additional zones within which riding bicycles on the sidewalk is prohibited shall be determined by the director of transportation & environmental services after consultation with the chief of police and a public hearing before and recommendation from the traffic & parking board, pursuant to criteria to be promulgated by the director of transportation and environmental services. (Code 1963, Sec. 6-4; Ord. No. 3588, 6/13/92, Sec. 1; Ord. No. 4823, 6/25/13, Sec. 1)

Nancy Kelly

2

10-15-16

Good Morning, Mayor Silberberg and Members of Council.

My name is Nancy Kelly and I live on Cameron Mills Rd in Braddock Heights, part of the North Ridge community. I wish to speak about the exterior design of the firehouse which will replace Station 3 at the corner of Cameron Mills Rd and Monticello Ave.

My comments today are my own, but 6 or 7 other people have communicated similar thoughts on the Beverly Hills list serve, which is where I recently learned of the issue. A couple of us have already emailed Vice Mayor Wilson and one has been in touch with Mayor Silberberg. Thank you to Mr. Wilson for his responses. The North Ridge ~~Citizens~~ ^{Civic} Association will address the issue at their November 14th meeting, but I am here today because I think it's important to let you know right now that people are worried about this new building. Feedback meetings with planning staff were for those living close by the site which makes sense to a point. However, they are not the only ones affected, as I'll explain.

No one questions the value of a new station that will provide better accommodations and working conditions for Station 3's firemen. We're also glad the new station will improve the speed and scope of the department's work in its service area. The architects have made it a LEED Silver building which is good for the environment and our city.

However, the reason I am here today is that the exterior design of the new station is quite problematic. I don't know what design parameters the city's staff set for the architects. Certainly they had to work with restrictions of budget and of the site. However, the firm, WGM of Annapolis, has a web site that shows their range of creative design. Looking it over, I was left quite puzzled as to why they produced this particular design for our station. As you can see from the handout, the new building is completely different from the station it will replace. The current structure is red brick and its design blends in with our primarily red brick, primarily Colonial style architecture, found in homes, churches and in the George Mason School. The replacement is industrial in design; there is some red brick but it's partnered with a lot of dark block material. The roof is flat except for the decorative tower.

Yesterday I drove around to look at all of Alexandria's ten fire stations. Eight of them are either tucked into a side street or are just one more building on a busy avenue. Fire Department headquarters sits nicely in a park-like setting. Station 3 is the only one sited on a heavily trafficked corner with broad views around it. Yet the current design has nothing at all in common with the homes adjacent to it, nor with the beautiful church just across Monticello Avenue. It will be a prominent structure and it will stick out like a sore thumb. Public buildings matter. This building does not fit in our neighborhood, and it says that the neighborhood's history and architectural values really don't matter.

I hope you and our planners will go back to the architects and require a design that harmonizes with our neighborhood, one that graces the corner, and brings happiness and a sense of well-being to the people who will be looking at it for decades to come.

Thank you.

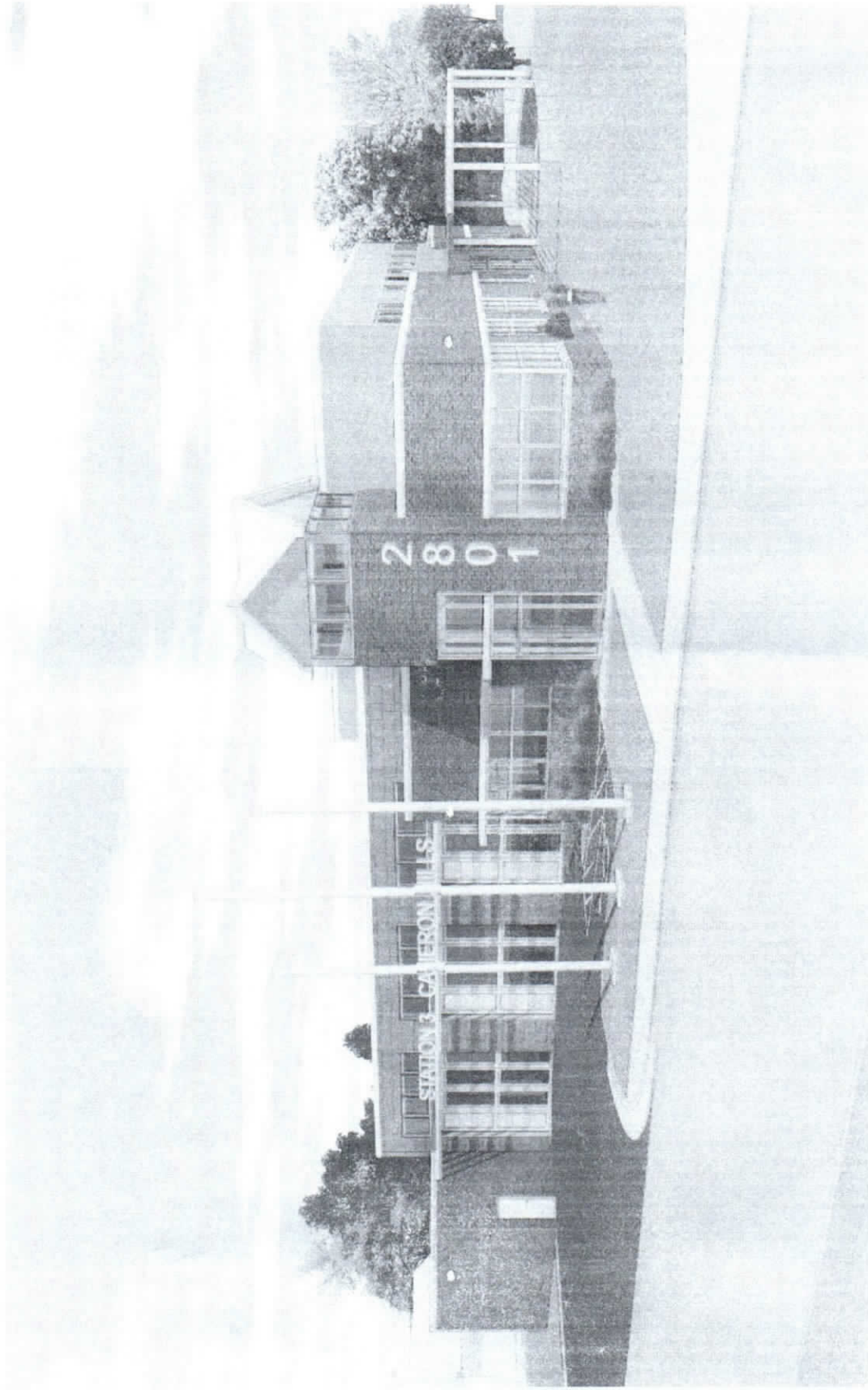
WGM Architects

Fire Station 203

Nancy Kelly

2

10-15-16



View from Cameron Mills/Monticello Intersection