COLLECTIVE BARGAINING AGREEMENT BETWEEN THE

CITY OF ALEXANDRIA, VIRGINIA

AND THE

SOUTHERN STATES POLICE BENEVOLENT ASSOCIATION

ALEXANDRIA CHAPTER

EFFECTIVE FROM

JULY 1, 2026 through JUNE 30, 2029

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

PREAMBLE

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

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

Article 1: Recognition

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

Definition

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

Article 2: Employee and SSPBA Rights and Responsibilities

Section A. Employees shall have the right to organize, form, join, assist, and pay dues or contributions to employee organizations (including the SSPBA), to bargain collectively through the SSPBA 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. The City shall not retaliate against any employee for exercising their rights under this CBA or the City's collective bargaining ordinance.

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

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

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

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

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

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

Section F. Official Time for Representational Activities.
Reasonable official time shall be granted to the SSPBA President and his designated representative(s) for the purpose of representing the concerns of bargaining unit employees,

including representing the bargaining unit by bargaining with the City or investigating, processing, and assisting in the settlement of grievances filed by bargaining unit employees. Time spent in the processing of grievances shall be limited to a reasonable amount. Time spent on matters representing bargaining unit employees shall not be subtracted from the time bank in Section G.

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

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

Section H. Official Time for Negotiations
Employees who, upon the request of the SSPBA, 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.

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

1. The City shall allow the SSPBA access to four (4) bulletin/display boards at the headquarters building for SSPBA information. Bulletin/display boards will be located on each floor at the agreement of the SSPBA and the Department in locations reasonably viewable by Bargaining Unit employees but not viewable by the general public.

2. The contents of the material posted on the display boards must be related to the activities of the SSPBA. Notices, announcements, or other information disseminated to the bargaining unit shall not contain anything discriminatory, political, inflammatory, or reflecting adversely on the City, any of its employees, or any labor organization among its employees. "Political" refers to the election or endorsement of federal, state, or local candidates for public office. It does not refer to SSPBA elections or the posting of legislative enactments and judicial decisions affecting the bargaining unit. Legislative enactments and judicial decisions will not contain editorialized opinions from the SSPBA regarding the matter. The SSPBA may post notices directing its members to an external SSPBA owned/managed website to share specific political views, etc.

3. The SSPBA may utilize display boards and continue to utilize video technology to disseminate information to the bargaining unit.

4. The City will permit the SSPBA to use its own ballot box in the reasonable locations agreed to by the City and the SSPBA. No employee shall participate in any SSPBA election in any manner during his tour of duty except as provided in this Agreement.

5. Access to Mailboxes. The SSPBA, through off-duty officers, may place notices, that relate to information described in Section H(2), in employees' mailboxes.

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

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

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

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

Section M: Release of Information
Upon request, the City shall provide SSPBA, within a reasonable period of time, existing information, statistics, and records reasonably related to the City's performance of its functions in negotiating, administering, and enforcing this collective bargaining agreement; provided, such information is not restricted by law or is not confidential. For information requests that would require significant time or resources to provide, SSPBA may submit a Freedom of Information Act request.

Section N: Use of City Email Address

The City agrees to provide the SSPBA President 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 SSPBA is permitted to use such email addresses to communicate with employees about representation and matters of concern to the bargaining unit, provided the SSPBA 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. The SSPBA agrees to keep such use of email addresses to a reasonable level. SSPBA representatives use of City email shall be governed in accordance with all City Administrative Regulations, including 10-4: Electronic Mail (E-Mail) And Internet Use and 10-10: Information Systems Security Policies, and will be responsible for the completion of required training (i.e., Cybersecurity Awareness).

Article 3: SSPBA Representatives

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

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

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

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

Article 4: Check-Off and Dues Deduction

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

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

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

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

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

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

Article 5: Addressing of Shift Roll Call Meetings, In-Service Training and Police Academy Classes

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

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

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

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

Article 6: Procedural Guarantee Act

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

Article 7: Rules and Regulations

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

Section 2. Prior to implementing any new or amended Rule or Regulation that affects the wages, benefits, hours, and/or other terms or conditions of employment for Bargaining Unit employees, the City shall give the SSPBA reasonable advanced notice of the intended change in order to facilitate
meaningful collaboration and the proposed text of the new or amended Rule or Regulation by email or hard copy no less than seven calendar days before planned implementation. Implementation itself is governed by the sections below.

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

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

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

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

A. If the City agrees that the provision conflicts with or directly affects an express term of this collective bargaining agreement, then the City shall email the SSPBA its

decision to bargain within five (5) working days of the SSPBA's demand to bargain and enter into collective bargaining with the SSPBA over that provision within five (5) working days.

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

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

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

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

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

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

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

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

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

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

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

Article 8: Management rights

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

1. to determine the type and scope of work to be performed by city employees, and the manner in which services are to be provided;

2. to direct the work of employees and determine the number of employees to perform any work or service;

3. to hire, promote, transfer, assign, retain, classify, and schedule all employees and to suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and regulations;

4. to relieve employees from duties by layoff or other reduction-in-force due to lack of work, changed working conditions/requirements, budget limitations or for other reasons in the city's reasonable business judgment and not prohibited by law,

5. to introduce new or different services, methods, equipment, or facilities;

6. to contract for, expand, reduce, sell, transfer, convey, eliminate, or change in any way the operations of general government, as well as any department, office or part thereof;

7. to establish and change standards of behavior or performance, staffing levels, job qualifications, and job descriptions;

8. to determine the kind, type, location and use of city-owned equipment or facilities, provided that the City does not require use or operation of unsafe equipment or the unsafe operation of equipment;

9. to maintain the efficiency and integrity of the operations entrusted to the City;

10. to do all things reasonable and necessary to carry out the mission of the City; and

11. to retain the ability and authority to continue to implement the current administrative regulation in the management of probationary employees.

Article 9: Wages

Section A: Pay Scale Provisions Applying To Each Fiscal Year.

1. The City shall continue to utilize the structure of the collective bargaining pay scale adopted for FY 2024, effective the first day of the first full pay period commencing on or after July 1, 2026 with amounts as adjusted by this CBA.

   The Pay Scale, set forth in this Section A, will list only three pay levels (grades) and will identify those pay levels by the following ranks:
   1) Police Officers (including what was formerly split into Police Officers I, Police Officers II, Police Officers III, Police Officers IV, and Detectives)
   2) Sergeants
   3) Lieutenants

2. **Permanent Step Alignment Based on Years of Service.**

The City will continue to maintain the practice of aligning bargaining unit employees to the step number that is equal to their years of experience (*e.g.*, step 1 will be equal to one year of experience). This alignment will be calculated for employees on the Pay Scale as follows:

[(Date at the time of calculation) – (Date of Service)[1]] – [(Years of Poor Performance)]

3. **Year 0.**

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

4. **Step Increases.**

Bargaining unit employees will continue to receive their annual step increase as scheduled on their anniversary date. Unless the employee receives a negative annual review, consistent with present practice and subject to appropriations, employees earn the following merit increase:

a. 3.5% for each step between Step 0 through Step 6

b. 3.0% for each step between Step 7 and Step 14.

Section B: Fiscal Year 2027 (July 1, 2026 through June 30, 2027)

[1] The date hired by the Police Department.

Effective the first day of the first full pay period commencing on or after July 1, 2026, the pay scale for police bargaining unit employees shall be increased as reflected in the table in this Article.

Section C: Fiscal Year 2028 (July 1, 2027 through June 30, 2028)

Effective the first day of the first full pay period commencing on or after July 1, 2027, the pay scale for bargaining unit employees shall be increased as reflected in the table in this Article.

Section D: Fiscal Year 2029 (July 1, 2028 through June 30, 2029)

Effective the first day of the first full pay period commencing on or after July 1, 2028, the pay scale for bargaining unit employees shall be increased as reflected in the table in this Article.

Column1	Column18	Column17	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15	Column16
FY27 Pay Scale																	
			0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
POLICE OFFICER	63,988.34	17.21%	75,000.00	77,625.00	80,341.88	83,153.84	86,064.23	89,076.47	92,194.15	94,959.97	97,808.77	100,743.04	103,765.33	106,878.29	110,084.64	113,387.17	116,788.79
POLICE SERGEANT	72,305.48	21.00%	87,489.63	90,551.77	93,721.08	97,001.32	100,396.36	103,910.24	107,547.09	110,773.51	114,096.71	117,519.61	121,045.20	124,676.56	128,416.86	132,269.36	136,237.44
POLICE LIEUTENANT	89,774.36	15.00%	103,240.51	106,853.93	110,593.82	114,464.60	118,470.86	122,617.34	126,908.95	130,716.22	134,637.71	138,676.84	142,837.14	147,122.26	151,535.93	156,082.00	160,764.46
FY28 Pay Scale																	
			0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
POLICE OFFICER			76,500.00	79,177.50	81,948.71	84,816.92	87,785.51	90,858.00	94,038.03	96,859.17	99,764.95	102,757.90	105,840.63	109,015.85	112,286.33	115,654.92	119,124.57
POLICE SERGEANT			89,239.42	92,362.80	95,595.50	98,941.34	102,404.29	105,988.44	109,698.04	112,988.98	116,378.65	119,870.01	123,466.11	127,170.09	130,985.19	134,914.75	138,962.19
POLICE LIEUTENANT			105,305.32	108,991.01	112,805.70	116,753.90	120,840.28	125,069.69	129,447.13	133,330.54	137,330.46	141,450.37	145,693.89	150,064.70	154,566.64	159,203.64	163,979.75
FY29 Pay Scale																	
			0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
POLICE OFFICER			78,030.00	80,761.05	83,587.69	86,513.26	89,541.22	92,675.16	95,918.79	98,796.36	101,760.25	104,813.06	107,957.45	111,196.17	114,532.06	117,968.02	121,507.06
POLICE SERGEANT			91,024.21	94,210.06	97,507.41	100,920.17	104,452.38	108,108.21	111,892.00	115,248.76	118,706.22	122,267.41	125,935.43	129,713.49	133,604.90	137,613.04	141,741.43
POLICE LIEUTENANT			107,411.43	111,170.83	115,061.81	119,088.97	123,257.09	127,571.09	132,036.07	135,997.16	140,077.07	144,279.38	148,607.76	153,066.00	157,657.98	162,387.72	167,259.35

FY28 Payscale Adjustment	2.00%
FY29 Payscale Adjustment	2.00%

FY27 Step Increases	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Police Sergeant	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Police Lieutenant	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

FY28 Step Increases	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Police Sergeant	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Police Lieutenant	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

FY29 Step Increases	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Police Sergeant	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Police Lieutenant	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

Article 10: Pay Parity

Section A:
Every three years, or more frequently as needed and agreed to by the City and the SSPBA, the Parties agree to participate in a retreat where they discuss the competitive posture of bargaining unit employees' wages. In preparation for the retreat, the City will conduct a market study of bargaining unit positions to determine the competitive posture of the Department. Once conducted the study shall be provided to the SSPBA in advance of the retreat. The retreat shall be scheduled to occur during the first quarter of any fiscal year in which a retreat occurs, unless a different time period is agreed to by both parties.

Section B:
The Parties agree that employee pay is intended to be competitive, at a minimum, with the average pay midpoints of comparator organizations in the primary labor market (defined as the Counties of Arlington, VA, Fairfax, VA, Prince William, VA, Montgomery, MD, and Prince George's, MD) and should be consistent with the City's Compensation Philosophy as last issued December 2023. If the salary of any classification within the bargaining unit falls below the primary market averages identified above, the Union may submit a request to the Department of Human Resources for a compensation study to determine if the identified classification warrants reclassification. The SSPBA may submit data and documentation supporting the need for a study along with its request. The Department of Human Resources shall notify the Union within 90 days of a request whether the submitted request has been approved for study. The City Manager, in accordance with the City's compensation philosophy, may propose pay adjustments to align the classification with market conditions for implementation in the next fiscal year or sooner.

Article 11: Agreement History

The City and the SSPBA recognize that this Agreement, effective July 1, 2026, through June 30, 2029, is the second Collective Bargaining Agreement between the City and the SSPBA concerning the Alexandria Police Bargaining Unit. The historical context may at times be necessary for interpreting this Agreement or verifying where an employee falls on the pay scale in light of prior step movement. In lieu of restating all historical language regarding the pay, benefits, and terms and conditions of employment under the previous agreement(s) between the City and the SSPBA, the City agrees to keep copies of the following previous agreements available to bargaining unit employees on the City's intranet site:

- COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ALEXANDRIA, VIRGINIA AND THE SOUTHERN STATES POLICE BENEVOLENT ASSOCIATION ALEXANDRIA CHAPTER (effective from July 1, 2023 through June 30, 2026).

The previous terms and conditions shall not be abridged or reduced except as expressly set forth in this Agreement.

Article 12: Longevity Bonus

In order to retain experienced and well-seasoned officers, the City shall provide a $1200 longevity bonus in July of each contract year to each active bargaining unit employee who is at Step 14 of the pay scale.

Article 13: Notice of Bonus and Payment

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

Article 14: Overtime and Compensatory Time

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

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

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

Article 15: Call-Back Pay

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

   For employees who are notified that they are required to attend court for work purposes with less than 24-hours' notice, this time is considered a "call back" and will be eligible to receive two (2) times their regular rate of pay as with other types of call back pay. Such time will not be considered "Court Pay" or subject to the "Court Pay" article.

B. Employees may not pyramid "call-backs." If a member completes a "call-back" assignment prior to the minimum two-hour pay period, they are not eligible for another "call-back" two-hour minimum during the same first call-back period. Only after the initial call-back is concluded is a member eligible to receive another two-hour minimum for a callback during off-duty time. If a member is called back again within two hours of the start of the initial call-back period, the subsequent call-back shall be treated as a continuation of the original call-back, and compensated (including any intervening time) at the same call-back rate without triggering a new two-hour minimum.

Article 16: Court Pay

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

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

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

Article 17: Shift Differential

Shift Differential shall be provided to bargaining unit employees for all regular hours worked and overtime hours resulting from shift extensions on a qualifying shift, during the listed time frames.

1. $1.10 additionally an hour shall be provided for any bargaining unit employee working four or more hours between 1100 to 1659 hours.

2. $1.75 additionally an hour shall be provided for any employee working four or more hours between 1700 to 0459 hours.

Article 18: Specialty Pay

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

- Any officer assigned to the following training positions as his or her regular duty:
  - Officers assigned to the academy as instructors.
- K9 Unit (K9 Handlers)

Employees assigned as Field Training Officers (FTO) are entitled to earn an additional 10% of their base pay when actively serving as an FTO (subject to suspension if FTO refuses to teach two classes in a row, until reinstated with FTO work). The Department shall create and maintain a currently active FTO list which will be updated annually.

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

Other specialty units are paid additional amounts as follows:
Certified Motorcycle Officers assigned to the MOT (Motors) unit, which requires motorcycle certification, are eligible to earn an additional $500 each year, payable over 26 pay periods.

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

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

Article 19: Placement of Incoming Officers Into Appropriate Place on Pay Scale

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

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

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

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

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

Article 20: Language Pay

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

B. Employees eligible under subsection A above will qualify for language pay consistent with Administrative Regulation 6-14, Bilingual Pay Program.

Article 21: Work Shifts and Schedules

Section A. Current Hours of Work
Regular Work Period:

a. The regular work period for bargaining unit employees currently consists of a tour of duty of 80 hours in a 14-day period.

b. "Tour of Duty" means the time during which an employee is considered to be on duty for purposes of determining compensable hours.

Section B. Permanent Work Schedule Changes
The Department may change the permanent work schedule and shifts subject to Departmental needs. Before implementing any change in the permanent work schedules or shifts, the Department will provide as much notice as possible, but at least 60 days advanced notice to the impacted employees. Schedule changes are subject to Article 7, and the 60 day's notice provision in this Article runs consecutively to the Article 7 process.

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

Section D. Lunch/Dinner Breaks
This Agreement adopts the current meal/break policy in Directive 4.2.08.

Section E. Open Season Patrol Shift Assignment Policy
Patrol shift assignments will be by a biannual open season process based on seniority. Changes to the City's open season policy is subject to Article 7.

Article 22: Staffing Private or City-Sponsored Events

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

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

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

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

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

Scheduling and Staffing Events: When scheduling and staffing City sponsored or private events, management will determine the ranks that are authorized to be scheduled/assigned for each event and/or position, and the order in which each rank will be open to request the assignment/sign up.

Employees with 25 years of service or more to APD are exempt from the draft.

Article 23: Leave

Section A. Adoption of City Administrative Regulation 18 and Department Directive 4.2
This Agreement adopts the City's current Administrative Regulation 6-18 and Department Directive 4.2, concerning leave subject to the following additional provisions.

Section B. Sick Leave Pay Out
An employee who has completed 20 or more years of service and who voluntarily separates in good standing from City service shall be paid 25% of their sick leave balance at the current rate of pay at separation. The City, in consultation with the SSPBA, will conduct a study of the cost and feasibility of a benefit under the Fire and Police Pension Plan permitting an employee with twenty or more years of service who separates in good standing to elect to have up to one (1) year of accrued sick, annual, or compensatory leave be credited as service for retirement purposes. The Study will make findings no later than June 30, 2027, to equip the Parties to fully address this issue in the future at their election.

Section C. Family and Medical Leave and Paid Parental Leave
The City will provide Family and Medical Leave consistent with the Family and Medical Leave Act (FMLA), as amended, and its Administrative Regulation, as amended.

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

Section D. Annual Leave
This CBA adopts the City and Department policies on Annual Leave except that a bargaining unit employee may carry over up to 400 hours of annual leave time from one year to the next. Throughout the year, an employee may accrue more than the 400 hour cap, however, any amount over 400 would be converted into sick leave at the beginning of the first pay period of the new calendar year.

Article X.2: Emergency Employees

A. An Emergency Employee is any employee who is required to report to work and remain at work during an emergency closing or holiday. Non-emergency employees are not expected to work City Holidays or City-declared emergencies unless called in by the Chief.

B. In case of a critical emergency, police personnel may be called to respond by the Chief of Police (through "Callback," overtime, or temporary change in classification as appropriate), regardless of their default designation as emergency or non-emergency in this Agreement.

C. Emergency Employees constitute:

1. Uniformed officers, sergeants, and lieutenants, assigned to the Patrol Operations Division, and scheduled to work during the date/time of the emergency/holiday.
2. Officers assigned to ACORP, which fall under the Patrol Operations Division, are deemed non-emergency personnel and should not report to work during a city delayed opening or closure due to a weather emergency.
3. The sergeant assigned to Property and Evidence is only deemed as emergency personnel if there is a delayed opening and the courts are in an open status. If there is a City and court closure, the sergeant will be deemed non-emergency personnel.

D. All other sworn officers, sergeants, lieutenants and captains within the department, to include those under the Special Operations Division, Community Engagement Division, Technology Division, Emergency Readiness and Training Division, the Criminal Investigations Division, the Special Investigations Division, sworn staff under the Office of the Chief, and Captains assigned to the Patrol Operations Division, are deemed non-emergency personnel and should not report to work in the event of a delayed City opening or closure, unless specifically directed to work by the Chief of Police.

E. The City Manager or designee may declare some or all city facilities, services or programs closed for specific periods of time due to inclement weather or other emergencies. The City recognizes that police officers are a 24-hour service and if the City designates such a closing, the City will in good faith determine the effective time for which ELP may be paid (even retroactively) to bargaining unit employees working outside regular City operating hours. Such ELP designations shall be communicated to bargaining unit employees as soon as practical. The effective times of the emergency and corresponding ELP may differ from the hours of City closure noted for purposes of external communications. Emergency employees must report to work in-person during closures and are compensated for:
1. Applicable straight, overtime, stand-by or call back hours; and
2. Emergency leave pay for all time worked during the period of closure on a straight time (1.0) basis.

F. Non-emergency employees who are not reassigned must leave the work site or not report to work. Non-emergency employees will be paid as follows:

1. Employees who were scheduled to work in person will be paid emergency leave pay in lieu of regular hours for all regularly scheduled hours during the period of closure [if so designated].
2. Full and part-time regular employees who, as part of a pre-approved telework agreement in connection with an ADA accommodation, were scheduled to telework during the period of the closure should telework as normal and are not entitled to Emergency Leave Pay.
3. Employees on scheduled leave shall record and be paid leave pursuant to the pre-existing request and approval.
4. Employees who were scheduled to work but approved for Unscheduled Leave prior to the declaration of an emergency closing shall receive emergency leave pay consistent with employees in section F(1), above.
5. Employees who were scheduled to start their first day of employment during an emergency closure, and who reported to work as scheduled following the closure, shall receive emergency leave pay consistent with employees in section F(1), above.

Article 25: Medical, Dental, and Vision Insurance

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

Section B. When bidding, the City shall look at multiple health and dental insurance plans and providers. The City currently provides employees a choice of two (2) health insurance providers for health insurance, one (1) insurance providers for dental insurance and one (1) insurance provider for vision insurance. The Parties are in agreement that the City will continue to provide health, dental, and vision insurance options at or above current offering levels from the date of this agreement in the future unless cost containment or changes to the applicable pool of insured employees require adjustments to keep costs reasonable for both the employees and the City. In the event that such a change is necessary, the City shall inform all employees and receive feedback and suggestions by SSPBA.

Section C. Once a year, the City shall meet and consult with the SSPBA to solicit its views on whether and what additional mandatory and optional health insurance benefits should be included in the City's health insurance plans and requests for proposals (RFPs). The City shall design its RFPs to solicit a competitive number of quality proposals at a frequency designed to minimize cost to both City and Employees as well as maximize value to employees. The City shall provide to the SSPBA, upon request and in a timely manner, any RFP awarded for health, dental, and vision.

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

Section E. The City shall contribute to each employee's City health insurance plan in accordance with its present practices as of the date of this agreement, subject to the cost containment provisions in Section B. Nothing in this Article abrogates the City Council's authority to establish the City budget and/or direct the City Manager in its implementation.

Article 26: Life Insurance

The City shall continue to provide employees with the option to participate in the City's life insurance and accidental death and dismemberment insurance (AD&D) plans. For employees hired before July 1, 2009, the City offers life insurance at two (2) times the employee's salary, up to a maximum of $500,000, at the City's cost. For employees hired on or after July 1, 2009, the City offers life insurance at one (1) time the officer's employee's salary. The total amount of insurance can be doubled, up to a maximum of $500,000, if the employee pays for the increased expense. The current total amount of basic and supplemental life insurance cannot exceed $750,000 unless the City raises the maximum for non-bargained employees. In that case, the same increase will apply to employees covered by this Agreement, subject to annual appropriations.

The City may amend the structure of life insurance and AD&D plans from time to time to allow for cost containment features aimed at keeping annual premiums (for employee and employer) to a manageable level. The City will present any change(s) to the SSPBA prior to implementation. Employees will be informed in advance of each annual one-month Open Enrollment period of any changes so that they may make informed choices. The City shall provide an option for employees to obtain supplemental employee life insurance and AD&D with an employee contribution.

Article 27: Insurance Committee

The SSPBA shall be permitted one (1) employee representative on the Employee Benefits Committee established by the City's Department of Human Resources. In accordance with the Virginia Freedom of Information Act, the Committee may request and be given access to all public records (as defined in Va. Code § 2.2-3701) of the City relating to insurance costs and coverages of insurance which the City provides to the bargaining unit employees. The Committee may review these documents and present recommendations to the City with regards to coverage.

Article 28: Holidays

The 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.

1. Employees in a non-overtime status who work on a designated and official City holiday will receive their normal holiday entitlement (one work day's pay) plus hour-for-hour pay or hour-for-hour compensatory time for their normal scheduled hours on the holiday.
2. Employees who, according to their regular schedule, would have been scheduled to work on the holiday but do not work on the holiday, will receive their normal holiday entitlement for their regularly scheduled hours.

3. Employees who are not scheduled to work on an official City holiday will receive one work day's equivalent, up to eight (8) hours, in hour-for-hour compensatory time, on the holiday.

City Holiday	***Employee***	***Type of Compensation***	***Compensation Amount***
Scheduled to work	*Worked (Required)*	*Choice of pay or comp*	*All Reg hours worked*
Scheduled to work	*Did not work (Not Required)*	*Holiday Pay (in lieu of Reg)*	*All Reg hours scheduled*
Not scheduled to work	*Normal Day off*	*Compensatory time*	*8 hours (max)*

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

Management shall not modify an employee's regular schedule or regularly scheduled workday during weeks where a holiday is observed, unless operationally necessary. Employees may not adjust their work schedules to increase holiday benefits, unless it is approved by management.

For the Veteran's Day Holiday, which falls on Wednesday, November 11, 2026, ONLY, the current scheduling regimen which establishes a "barrel day" on that day will not be altered. This provision does not alter in any manner the right of the Chief of Police to assign work due to an unforeseen or emergency event, and is not applicable to any other holiday period during the term of this contract.

Article 29: Disability Benefits

The City shall continue to provide each employee with the option to participate in the City's Long-Term Disability insurance plan. The City and SSPBA shall continue to work together in good faith on policy refom1s regarding the City's disability benefits, including those available under the City's Pension Plan. The City shall form a committee, to include SSPBA representatives, to create a recommendation by September 30, 2023. If the City and SSPBA cannot come to a good faith agreement, based on the report of the committee within 6 months of September 30, 2023, the parties may proceed to impasse resolution, including mediation and factfinding under the ordinance.

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

ARTICLE X.10 – Disability and Alternate Employment

Section A: Alternate Employment Program

1. City-directed placement in an Alternate Employment position:
    a. Employees placed in an alternate employment position shall receive from the pension plan an amount equal to the difference between the pre-disability base salary and the base salary of the new job offset by any payments received by workers compensation.
    b. In all cases, the plan benefit will be prorated and paid to the employee over the scheduled pay dates for the year.
    c. Plan Benefits will be capped at an employees pre-disability base salary.
2. Voluntary movement to another City position after initial Alternative Employment position assignment.
    a. A Participant who accepts Alternate Employment shall be permitted to compete for other positions within the City on the same terms as other employees without prejudicing the Participant's benefits under the Plan, provided the maximum step of the position is greater than or equal to the maximum step of the employee's current position.
    b. In all cases, the plan benefits will be prorated and paid to the employee over the scheduled pay dates for the year.
    c. Plan benefits will be capped at an employee's pre-disability base salary.
3. In all cases, employees membership in a specific bargaining unit will be determined by the post-disability position.

Section B. Increasing Communication in Decisions Regarding Injured Employees

If an employee placed on restricted duty or is otherwise unable to perform the essential functions of the job for more than one year from the date of the injury, the City must evaluate whether (a) there is a prognosis to return to duty or (b) to place the employee on Disability or Alternate Employment.

Section C. Subsequent Amendments to the Police/Fire Pension Plan

1. The City of Alexandria, the Southern States Police Benevolent Association, Alexandria Chapter (SSPBA), and the International Association of Fire Fighters, Local 2141 (IAFF), herein collectively referred to as the "Parties" will establish a working group by August 31, 2026.
2. The purpose of the working group will be to create a mutually agreed upon recommendation to the City Council of alternate placement amendments to the Police/Fire Pension Plan including voluntary movement to positions with lower pay and the other items proposed and discussed by the Parties in collective bargaining negotiations in 2025.
3. Nothing in this Article abrogates the City Council's authority pursuant to Va. Code § 40.1-57.2(B).

Article 30: Vehicles

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

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

Section C:
Except as modified by this Agreement, the use of city vehicles shall continue as provided for under the City's Administrative Regulations. The authorized miles allowable for a take home vehicle shall be 50 ("as the crow flies") for all vehicles. The City shall explore how to increase the number of take-home vehicles for bargaining unit employees where it will benefit operational need and where fiscally practicable.

Article 31: Officer Health and Longevity

Section A. All members of the Bargaining Unit will be afforded the opportunity for physical training time during duty hours, at the Departmental or other City facilities, for one (1) hour during their shift upon request and with supervisor approval, subject to staffing needs and calls for service. The time it takes to change and be back in uniform and back into service will be included as part of the hour. Based on departmental need, work outs can be cancelled and employees called back into service.

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

Employees will not be afforded this time for activities that do not involve or are not related to physical training/conditioning.

Section B. The City does not require an annual physical. However, the City will provide annual physicals to employees, at employee cost, if requested by the employee.

Section C. The Parties shall create a workgroup, to meet no less than quarterly, to work to identify wellness needs specific to the Police Bargaining Unit, identify resources currently available from the City, and identify resources that could be added or enhanced in order to support the wellness needs of the Police Bargaining Unit.

Article 32: Tuition Reimbursement

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

Article 33: Incentives for Living in the City

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

Article 34: Uniforms

For major uniform changes, the Chief of Police shall give opportunity to the Labor Management Partnership (including any uniform committee established by the LMP) per the process set forth in Article 40, to present recommendations to the Chief. The Chief of Police will have the final say about the implementation of any uniform changes.

Article 35: Seniority and Time in Service

A. Seniority is determined:

1. First by rank with the Alexandria Police Department.
2. Second by continuous service within the rank with the Alexandria Police Department. An employee just promoted has a lower seniority level than an employee of the same rank or grade with an earlier date of promotion. Prior service in another rank or grade within the Police Department, or prior service of any type with another city agency has no bearing on seniority within a given rank.
3. Third by total continuous service with the Alexandria Police Department. If there is a break in service (voluntary or involuntary) the employee's seniority suspends with the last payroll. Seniority resumes when the employee returns to work in a paid status in the same position.
4. Fourth by total continuous service with the City of Alexandria.
5. Fifth, in the event of employees starting their employment on the same date, seniority will be based in the order of when the affected employees submitted their application for employment.

B. Seniority as defined by the CBA applies throughout the Department unless expressly enumerated otherwise in a Department Directive.

C. The City shall maintain its current break in service policy.

Article 36: Promotions

Section A. Promotion Processes

Each promotional process will look to objective standards and relevant criteria (i.e., knowledge, skills, and abilities) for the position established with input from the SSPBA. Each promotional process shall evaluate technical knowledge, situational judgment, and the experience of the candidates

1. In addition, promotional announcements must be consistent with the following minimum service timelines for the following positions:

    a. Candidates for promotion to sergeant must have been employed by the Alexandria Police Department as an officer for a minimum of five years between the date of hire and the date of the announcement closure.

    b. Candidates for lieutenant must have been concurrently employed by the Alexandria Police Department as a sergeant for a minimum of three years between the date of promotion and the date of the announcement closure.

    c. Candidates for captain must have been concurrently employed by the Alexandria Police Department as a lieutenant for a minimum of three years between the date of promotion and the date of the announcement closure.[2]

2. The Department will announce the established guideline for each promotional process and will ensure they remain consistent from start to finish once the process has begun and until a selection has been finalized. Nothing in this provision prevents the Alexandria Police Department from changing its processes as needed from time-to-time and in accordance with its labor obligations and as long as the process abides by the standards in this Agreement.

The Department should utilize a process provider ("Outside Vendor"), which must be a reputable organization with knowledge of law enforcement, to administer the process.

    a. When the City uses or contracts with an outside vendor, the request for proposal (RFP) shall include the requirement for the outside vendor to provide a meaningful feedback session for each candidate from someone who has knowledge of the process, its scoring, and what a candidate could do to improve future performance. This includes

[2] The addition of this footnote is meant to address the City's contention during successor contract bargaining that the inclusion of what is now Section 1(c) regarding lieutenants seeking promotion to captain in the first Agreement is non-negotiable. Because Section 1(c) was in the original CBA, it will remain in force unless or until the LRA makes a ruling to the contrary. The insertion of this footnote is meant to allow the parties to proceed to ratification in light of the unresolved impasse which is still being resolved. This section in no way prejudices the position of either party with respect to whether the original section was or is negotiable.

that each applicant will be allowed to review his/her scores from the various components of the assessment center process.

b. When the City does not use an Outside Vendor, the process will be conducted by the City's Department of Human Resources. In creating the process, the City shall include review and input from one subject matter expert (SME) appointed by SSPBA and one SME appointed by management. Anyone involved in the creation of the process will be required to keep the process confidential. The SSPBA may also appoint a proctor to the process to maintain transparency and legitimacy.

3. Upon completion of the process, the City's Department of Human Resources Office (in conjunction with the Outside Vendor, when applicable) will produce a ranked list of all candidates. The Department will publish the ranked list to the bargaining unit, but may omit the individual scores. The ranked eligibility list, including the underlying scores, shall be provided to the SSPBA. Candidates who participated in the process shall be provided with their individual score results.

4. The Chief will make the selection from the ranked list, in the following manner.

   a. **Rule of Three.** The Chief of Police will promote any one of the top three candidates from this eligibility list. After a promotion is made, the promoted candidate will be removed from the eligibility list and the list will be re-ranked by score.

   b. If a candidate is investigated for an action or inaction that would constitute a Group II or Group III offense if sustained, the Chief may pass the candidate(s) under investigation. However, once (i) it becomes known to the Department that the complaint is unfounded or not going to be sustained as a Group II or Group III or (ii) the investigatory process is closed and no discipline (as defined in this article) will be issued against the candidate, that candidate is eligible for promotion and continues to maintain the candidate's original ranking.

   c. **Selection Process.** In making the selection, the Chief shall make the choice of the best candidate based on the factors identified in paragraph 5 below. A Human Resource Officer and SSPBA representative (SSPBA President or other SSPBA designee if needed) will be present in each rule of three decision and the SSPBA may proctor the process. Once a selection decision has been made, the City/Chief of Police will notify the SSPBA, and any candidate in the Rule of Three who is passed over, of the hiring decision in writing. The City/Chief of Police should detail the non-discriminatory reason for the selection in the notice to the SSPBA and the candidate(s) with higher ranks that were bypassed. The SSPBA agrees to embargo the dissemination of the hiring decision if requested to do so by the Chief of Police, until such time as any administrative requirements are met (i.e., processing of personnel actions, etc.). Should administrative requirements delay the promotional process, the City will provide administrative remedies (i.e., backpay to the date of promotion) for bargaining unit members selected for promotion.

5. The Chief of Police may consider the following factors when making the selection:

    a. demonstrated job performance and competency;
    b. individual professional development activities and accomplishments;
    c. discipline history;
    d. length of time in current grade; and
    e. commitment to Department and City goals and objectives.

In order to ascertain information concerning the factors listed in the above section, the Chief of Police or their designee(s) may:

a. Interview candidates based upon resume;
b. Consult with supervisors; and
c. Review personnel, training and disciplinary files.

Section B. Acting Ranks.

The Chief and/or his or her designee may appoint employees to positions in an "acting" capacity from the rank below where the vacancy exists (e.g., a sergeant in an "acting lieutenant" role) based on operational need.

Section C. Timing of Promotions and Vacancies

If a vacancy arises when there is an active promotional list, the City will promote a candidate from the active list within 60 days. Upon written request by the SSPBA, the Department will explain the extenuating circumstances. The announcement of the promotion shall be no later than the date of the promotion.

Section D. Eligibility List

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

Eligibility lists expire eighteen (18) months from the date the process eligibility list is announced in writing to the candidates in the process.

The list shall not be extended unless the vacancies that come open during the pendency of the acting list have not been filled because of extenuating circumstances set forth in Section C.

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

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

Any process that is begun after July 1, 2026, the eligibility list will expire within eighteen months.

Section E. Transparency
The scoring weight of each component will be determined according to matrixes established by the City's Outside Vendor. The SSPBA shall have the right to present to the City feedback on the establishment of the scoring weights of each component.

Section F. Processes for Internal Transfers
SSPBA shall have the right to have an SSPBA representative serve as an observer during the administration and scoring of the process.

Article 37: Training

Section 37.1
The City will ensure officers have access to training required by law and to meet Department needs. When training resources are limited the Department shall prioritize resources in the following order: (1) mandated in-service requirements (required for certification as law enforcement officers), (2) specialized training related to officers' current job functions, (3) other trainings or career development trainings or conferences based on departmental need.

Section 37.2: Training Costs
When a training request is authorized for payment, the Department will pay for all registration fees and associated training costs in accordance with current applicable law, City Administrative Regulations and Departmental Directives. When an employee travels to a training from somewhere other than their regular work location (for example, from home), mileage and time will be calculated based on the shorter distance traveled. If an employee travels to Headquarters first, mileage and time will be calculated from Headquarters.

Section 37.3: Training Requests (mandated in-service requirements and specialized training related to officer's current job functions) Approval/Disapproval

A. Bargaining unit employees will continue to have access to the City's Employee Education & Professional Development program consistent with AR 6-16.
B. Bargaining unit employees will submit their requests for training to their immediate supervisor, but generally no later than 30 working days before the start of the training if reasonably possible. Supervisors will be responsible for reviewing and/or approving or disapproving training requests in accordance with departmental directives and policies. Disapproval of an employee's training request will be provided to the employee in writing and will include the business justification for the disapproval.
C. The Department will endeavor to promptly process training requests. Approvals/Disapprovals will generally be provided to the requesting employee within 30 working days from the date of submission (for training events scheduled to occur in the same fiscal year). If no approval or disapproval is provided within the 30 working days. The employee or their representative may submit the training request to the next higher level of management for their consideration (i.e., second-line supervisor). The management has 10 working days to give final approvals or disapprovals after the appeal.
D. Training requests should include the cost of the training and any other associated costs (i.e., travel, lodging, per diem, etc.). Training requests should include any applicable "early bird" pricing and the suspense date [for registration] to take advantage of any such discounts.

Section 37.4: Training Requests Approval/Disapproval re Other Trainings, Career Development, or Conferences

A. Bargaining unit employees will continue to have access to the City's Employee Education & Professional Development program consistent with AR 6-16.
B. Bargaining unit employees will submit their requests for training to their immediate supervisor as early as possible, but generally no later than 90 working days before the start of the training. Supervisors will be responsible for reviewing and/or approving or

disapproving training requests in accordance with departmental directives and policies. Disapproval of an employee's training request will be provided to the employee in writing and will include the business justification for the disapproval.

C. The Department will endeavor to promptly process training requests. Approvals/Disapprovals will generally be provided to the requesting employee within 60 working days from the date of submission. If no approval or disapproval is provided within that time frame. The employee or their representative may submit the training request to the next higher appropriate level of management (as designated by the Chief of Police) for their consideration who has 15 additional working days to issue the determination.
D. Training requests should include the cost of the training and any other associated costs (i.e., travel, lodging, per diem, etc.). Training requests should include any applicable "early bird" pricing and the suspense date [for registration] to take advantage of any such discounts.

Section 37.5: Training Scheduling and Pay

An employee attending training scheduled for less than eight hours shall be credited on an hour-for-hour basis. If training is conducted outside of the City (e.g. outside the regular regional DCJS training Academies), travel time is compensable in accordance with A.R. 4-11: Official Travel and Reimbursed Expenses and applicable law. Travel between work locations during regularly scheduled hours is compensable as hours worked. Employees will be granted 30 mins of duty time for training that requires decontamination or preparation in order for the employee to return to their regular duties.

An employee attending training scheduled for more than eight hours, and less than forty hours, shall receive day for day credit for each day of training. Each training day shall equate to a work day regardless of the number of hours in a regularly scheduled work day.

At Management's discretion, when training (required to maintain an officer's certification) exceeds the regularly scheduled hours in a given pay period, the Department may approve OT compensation, or provide other alternatives such as pay-back time off or compensatory time to allow for the employee's attendance at the training event. Acceptance of non-OT compensation will be strictly voluntary on the employee's part, however, training attendance outside of normal duty hours is not guaranteed. In instances where training would require overtime compensation, management may elect to reschedule the officer for the next earliest available training opportunity within their regularly schedule duty hours in a pay period.

Article 38: Retirement

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

Section A. Retiree Health Care Stipend

1. The City shall continue to provide the monthly health care stipend ($260 per month) to retirees unless and until adjusted pursuant to Section A(2).

2. Any premium holiday afforded to current employees during the pendency of this Agreement will also be provided to retired members of the bargaining unit.

Section B. Retirement and Pension Plan

The City shall continue to provide employees with the option to participate in the City's general supplemental retirement plans and the police and fire retirement plans, based upon their eligibility and upon eligibility standards that existed on the effective date of this agreement.

All plan provisions and benefits as currently outlined in the City of Alexandria Firefighters and Police Pension Plan shall continue in full force during the duration of this agreement with the exception of the changes listed in this agreement. If a proposed change is initiated by the Alexandria Firefighter and Police Officers' pension board, SSPBA retains the right to bargain over any proposed change to the current pension benefits of the plan.

The following amendment is to be made to the City of Alexandria Firefighters and Police Officers Pension Plan to put into effect the Cost Neutral 20 and Out Provision study performed by Cheiron 7/31/23. The City will implement the following amendment, insofar as it is in their power and recommend and seek the approval of any additional lawful authority to implement into the Pension Plan amendment to be effective as of July 1, 2027.

A Participant electing early retirement under the below amendment will not change the date on which the Participant is eligible for the Other Post Employment Benefits (OPEB) medical insurance stipend. The Participant will be eligible for the stipend on the same terms and on the same date they would have been eligible prior to this amendment.

SECOND AMENDMENT
TO THE CITY OF ALEXANDRIA FIREFIGHTERS AND POLICE OFFICERS PENSION PLAN

Section 1.6 (Early Retirement Date) is hereby amended to read as follows

Early Retirement Date

"Early Retirement Date" means the first day of the month coincident with or next following the earlier of the date on which a Participant:

(1) completes 25 Years of Credited Service as a Covered Employee, or

(2) completes 20 Years of Credited Service as a Covered Employee. A Participant who completes 20 Years of Credited Service prior to attaining age 50, will reach his or her Early Retirement Date on the first day of the month coincident with or next following the Participant's 50th birthday, provided the Participant is employed as a Covered Employee on that date.

Article 39: Settlement Of Disputes and Grievance Procedure

Section 1: Purpose and Coverage
The purpose of this Article is to establish a just and fair method for the resolution of disputes that may arise between the City government and its employees.
Police Officers may initiate a grievance pursuant to the Administrative Regulation or this Article, but not both. Nothing in this Article is intended to create, alter, infringe upon, or otherwise affect any rights of Employees under the Law-Enforcement Officers Procedural Guarantee Act, Va. Code § 9.1-500 *et seq*.

The procedures described above in this Article are not the exclusive method available to employees for resolving disputes with the City government and shall not act as a limitation on other such methods. Examples include, but are not limited to, the following. Disputes involving claims of discrimination based on race, color, religion, disability, national origin, ancestry, marital status, age, or sex or violation of whistleblower protections may also be resolved through the procedure established by the United States Equal Employment Opportunity Commission and/or through the procedure provided under the Alexandria Human Rights Code. All methods of pursuing a grievance are available to all employees, including those serving in their initial probationary period. For information on these procedures, employees should contact the Alexandria Human Rights Office. An attempt to resolve disputes involving claims of sexual harassment must initially be made under the procedure established by Administrative Regulation 6-25 before the procedure established by this Article may be utilized.

Section 2: Policy
It is the policy of the City to review all grievances of City employees and to resolve them fairly and promptly. Every attempt will be made to resolve grievances at the lowest level of supervision. Employees have the right to file grievances, appear as witnesses in grievance hearings, obtain documents relevant to their grievance hearing, compel witnesses subject to this process to appear as witnesses in grievance hearings, question and cross-examine witnesses, and fully utilize this procedure without fear of harassment, retaliation, discrimination, or reprisal.

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

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

Section 3: Definitions
A. A grievance shall be a complaint or dispute of any employee relating to employment with the City, including but not necessarily limited to:

1. Disciplinary actions as described in Administration Regulation 6-20.
2. The proper application of personnel policies, procedures, rules, and regulations.
3. The claimed violation of a provision of this Collective Bargaining Agreement.
4. Acts of retaliation as a result of utilization of the grievance procedure or of participation in the grievance of another City employee.

5. Complaints of sexual harassment or discrimination on the basis of race, color, religion, political affiliation, age, disability, national origin, marital status or sex. If such an employee complaint is against the immediate supervisor, the employee may initiate a grievance at the next level in the organization with the agreement of management; provided, however, that a complaint of sexual harassment must first be pursued under Administrative Regulation 6-25 and, after the process set forth in that administrative regulation has been completed, a grievance under this Article may be pursued; provided further, that, if such a grievance is pursued, it must be initiated within the time periods set out in Section VIII.C of Administrative Regulation 6-25, and it shall begin at Step 2 of the procedure established by this Article.
6. Acts of retaliation because the employee has complied with any law of the United States or of the Commonwealth, has reported any violation of such law internally or to a governmental authority or has sought any change in law before the Congress of the United States or the General Assembly.

B. The City Council and the City Manager retain the exclusive right to manage the affairs and operations of City government as defined in City Ordinance Section 2-5-70 and to the extent not contradicted by an applicable Collective Bargaining Agreement. Accordingly, the following matters are not grievable under the procedure established by this Article.

1. Any counseling that is not defined as a disciplinary action in Administrative Regulation 6-20. This includes but is not limited to verbal counseling and follow-up emails regarding a verbal counseling.
2. The content of ordinances, statutes and established personnel policies, procedures, rules, and regulations.
3. The establishment and revision of wages, salaries, benefits, and position classifications.
4. The failure to promote, except where the employee can show that established promotional policies, procedures, or standards were not followed or applied fairly.

5. The failure to transfer, to reassign or to retain, except where the employee can show that established personnel policies or procedures were not followed.
6. The hiring, promotion, transfer, assignment, reassignment, and retention of another employee. This shall not prohibit the SSPBA from filing a grievance as to alleged violation or misapplication of this Agreement or related policies.
7. The termination, lay-off, demotion, or suspension from duties of an employee due to a lack of work, reduction in the work force, job abolition, or budget restrictions, except where such action affects an employee who has been reinstated within the previous six months as a result of the final determination of a grievance. In any grievance brought under the exception to this rule, the action of the City shall be upheld upon a showing by the City that (a) there was a valid business reason for the action, and (b) the employee was notified of such reason in writing prior to the effective date of the action.
8. The work activity assigned to an employee as a condition of employment, the work activity which may reasonably be expected to be a part of the job content, and the measurement and assessment of an employee's work performance by a supervisor through an informal discussion, a counseling session, a formal performance evaluation, or any other means,

except that a performance evaluation shall be grievable where the employee can show that it was. arbitrary or capricious, or was not conducted in accordance with established practice and procedure.

9. The methods, means, facilities, and personnel by which work activities are to be conducted and City services are to be delivered, including the following:
    a. The provision of new, improved or changed equipment, tools, and facilities;

    b. The determination of the City's financial, budgetary, accounting, and organizational policies and procedures;
    c. The utilization of personnel and the scheduling of work, including the assignment to a particular shift, the rotation of the work week, and the assignment and requirement of overtime;

    d. The determination of appropriate training and career development for an employee and a decision approving or rejecting a particular training or career development; and

    e. The consideration of and the decisions regarding contracting out for goods and/or services.

10. Actions taken as necessary to carry out the duties of the City in emergencies, including the relief of employees from duty.

11. Any action which is necessary to comply with City, State, or Federal law.

12. The determination of the governmental services to be rendered to the residents of the City.

Section 4: Grievances initiated by the SSPBA
The SSPBA has the right to bring a grievance on behalf of bargaining unit employees in its own name concerning disputes relating to the interpretation or application of this Agreement and/or involving multiple employees. Only the SSPBA may file a complaint alleging a labor-management dispute (difference of position as between the City and SSPBA concerning the administration or interpretation of this Agreement) when the resolution to such a decision will create precedent as to how the Agreement will be interpreted or enforced between the bargaining unit and the City.

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

Section 5: Grievability and Access to Procedure
A. A grievance which presents a matter that is not grievable or which is initiated in a manner that precludes, or by a person who lacks, access to the grievance procedure established by this Article (e.g., the grievance is untimely initiated) may be rejected at any step of the grievance procedure; provided, however, that any Step 1 supervisor who believes that a grievance presents a non-grievable matter or·is ineligible for access to the grievance

procedure established by this article shall refer the grievance to the Chief for a decision on the grievability or access issue. Any decision denying a grievance on grievability or access grounds shall be in writing.

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

C. Within ten (10) calendar days following a decision by the Chief Human Resources Officer that a matter is not grievable or is ineligible for access to the grievance procedure, the grievant may appeal the Director's decision to the Alexandria Circuit Court for a *de novo* decision regarding grievability. The grievant shall initiate such an appeal by written notice to Chief Human Resources Officer, and the appeal notice shall set forth the reasons why the grievant believes the grievance presents a grievable matter or is eligible for access to the grievance procedure.

D. Within ten (10) calendar days following receipt of an employee's appeal, the Chief Human Resources Officer shall transmit the grievance, the written decision or decisions concluding that the matter raised by the grievance is not grievable or is ineligible for access to the grievance procedure, any further statement by the City on grievability or access, and the employee's appeal notice to the Circuit Court Clerk. A copy of the transmittal shall be provided to the grievant and to any other parties.

Section 6: General Provisions and Procedural Compliance

A. Meetings required by this Article between the employee and a supervisor or manager are to be face-to-face.

B. To assist the parties in fully understanding the nature and scope of a grievance, at Step 2 of the procedure established by this Article, the grievant shall complete the City's Report of Grievance form and, as part of this form, shall provide the following:
    a. a complete statement of the specific nature of the grievant's complaint or dispute;
    b. a complete statement of the specific actions or inactions being grieved and the specific reasons why the grievant contends that they were improper or inappropriate; and
    c. the complete statement of the specific remedial action desired by the grievant.

C. Following the filing of the Report of Grievance to initiate Step 2 of the procedure established by this Article, a grievant may not supplement his/her grievance by identifying additional actions or inactions being grieved, by stating additional reasons why he/she contends the actions or inactions being grieved were improper or inappropriate, or by stating additional or broader desired remedial action; provided,

however, that a grievant may supplement his/her grievance at Step 3 by stating reasons why he/she contends the actions or inactions being grieved were improper or inappropriate which are not set out in the Report of Grievance- filed to initiate Step 2 where the grievant first learns of such additional reasons during Step 2 or after. Allegations of retaliation for filing a grievance may be included by the grievant as an addendum to the original grievance at any point in the process.

D. After the initial filing of a written grievance, the failure of either party to comply with any substantial procedural requirements of the grievance procedure without just cause will result in a decision in favor of the other party on any grievable issue; provided, that the party not in compliance fails to correct the noncompliance within five (5) work days of receipt of written notification by the other party of the compliance violation. Such written notification by the grievant shall be made to the Chief Human Resources Officer. For purposes of this subsection, the time periods noted in Section 7 below constitute substantial procedural requirements.
E. If a noncomplying party at Step 1, 2, or 3 of the grievance procedure established by this Article has not remedied the compliance violation within the five-day period referenced in Section 6(D), the other party may request a determination from the Chief Human Resources Officer or designee as to whether the failure of the noncomplying party to comply with a substantial procedural requirement was without just cause. Upon receipt of such a request the Chief Human Resources Officer or their designee may require from the noncomplying party a clear written explanation of the basis for a just cause exception. A compliance determination made by the Chief Human Resources Officer or designee shall be subject to judicial review by the filing of a petition with the Alexandria Circuit Court within 30 days of the determination.
F. All matters relating to procedural compliance at Step 3 of the procedure established by this Article shall be determined by the Step 3 Decisionmaker, as appropriate. Failure of either party without just cause to comply with any substantial procedural requirements applicable at Step 3 shall result in a decision in favor of the other party.

G. Provision of Requested Remedy

A grievance shall become moot and shall be dismissed whenever the City agrees to and does provide the remedial action requested by the grievant in the Report of Grievance form. The grievance shall be deemed suspended from the time of the City's agreement to the time the remedy is provided.

H. Extension of Time Periods

Time periods for filing a grievance may be extended by written agreement between the grievant and the management official responsible for the grievance at the time. At Step 3, the Step 3 Decisionmaker may, with just cause, extend the time periods applicable to Step 3.

I. Separation from Employment

A grievance initiated prior to the grievant's separation from employment with the City may, at the grievant's option, continue to be processed through the grievance procedure.

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

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

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

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

Section 7: Procedures
Recognizing that grievances should be raised and resolved promptly, a grievance must be filed within twenty (20) calendar days following either the event giving rise to the grievance or the time when the employee reasonably should have gained knowledge of its occurrence. Any grievances involving a termination shall be initiated at Step 2. Complaints about sexual harassment, which are required to be initiated under the procedures established by Administrative Regulation 6-25, shall, if not fully resolved through that procedure, begin at Step 2.

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

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

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

> If the grievance is not resolved at Step 1, the grievant may pursue the grievance to Step 2 by filing his/her Report of Grievance with the Chief within seven (7) calendar days of the receipt of the supervisor's Step 1 response. A meeting shall be held involving the Chief (or

designee) and the grievant at a mutually agreeable time within seven (7) calendar days of the Chief's receipt of the Report of Grievance. The grievant may have a representative at this hearing and, if so, management may also have a representative. In addition, other persons may be present at the meeting as non-participating observers if their presence is agreed to by both the grievant and the Chief. Both the grievant and management may present witnesses and other evidence at the meeting. Witnesses may be present at the meeting only while actually providing ·testimony. Pertinent documents and other records may be obtained and reviewed by the Chief (or designee). The Chief (or designee), after consultation with the Department of Human Resources, shall provide a written response to the grievant within seven (7) calendar days of the meeting.

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

If the grievance is not resolved at Step 2, the grievant may take the matter to Step 3 and a final determination in accordance with the below provisions.
For any grievance that claims a violation of a provision of this Collective Bargaining Agreement, the grievant may, at his option, take the Step 3 grievance to an arbitrator in lieu of appeal to Administrative Hearing Officer or Tripartite Panel. Only the SSPBA or an individual grievant or grievants(s) authorized and represented by the SSPBA may take such matters to an arbitrator. For any other grievance, the grievant may either invoke a tripartite grievance panel consistent with A.R. 6-21 or seek relief from an administrative hearing officer.

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

Step 3 Resolution by Arbitrator
If the grievant has elected to arbitrate the matter, the arbitration shall be consistent with the following provisions:

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

2. The City and the grievant may have present a representative of their choice.

3. Powers of Step 3 Decisionmaker. The Step 3 Decisionmaker shall have no authority to amend, add to, or subtract from the provisions of this Agreement. He or she shall make such award as he or she shall decide is proper under this Agreement. The Step 3 Decisionmaker's decision shall be final and binding on all parties.

4. The Step 3 Decisionmaker shall set a mutually agreeable time and date for a hearing as soon as the Step 3 Decisionmaker can reasonably be available. The parties may offer any relevant evidence at the hearing and shall produce such additional evidence as the Step 3 Decisionmaker may deem necessary for understanding and determining the dispute. The Step 3 Decisionmaker shall be the judge as to the relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the Step 3 Decisionmaker and parties. There shall be no communication by the grievant or the City with the Step 3 Decisionmaker outside of the hearing,. except as provided for in the procedures in this Article. The parties may file post-hearing briefs at a time determined by the Step 3 Decisionmaker at the hearing. The Step 3 Decisionmaker shall render a decision in writing no later than fourteen (14) calendar days after the Step 3 Decisionmaker has declared the hearing record closed, which shall be when all of the evidence and post-hearing briefs have been received by the Step 3 Decisionmaker.

5. Because the hearing is not a formal court hearing, the rules of evidence and the rule against hearsay shall not apply. However, the underlying purpose of the rules of evidence and rule against hearsay shall be applied by the Step 3 Decisionmaker to preserve the basic due process to which the parties are entitled.

6. The parties shall meet and confer no later than 7 calendar days before the date of the scheduled arbitration. At the meeting the parties shall make good faith effort to identify the issue(s) succinctly, develop stipulations, and identify joint exhibits.

7. The parties may present witnesses and submit documents for review by the Step 3 Decisionmaker. Unless otherwise agreed to by the parties, a witness and exhibit list must be exchanged 7 calendar days prior to the scheduled hearing via email to the other Party and the Step 3 Decisionmaker. Any exhibit not previously exchanged between the parties shall not be accepted into evidence unless the Step 3 Decisionmaker determines there is good cause to accept the exhibit.

8. If requested by either party, and the Step 3 Decisionmaker deems appropriate, the Step 3 Decisionmaker should hold a conference call prior to the hearing date with the parties and/or representatives to resolve any prehearing issues.

9. The cost of arbitration will be split equally between the parties.

10. If a transcript of the hearing before the Step 3 Decisionmaker is ordered, the ordering party shall pay the transcription fee. The other party may review this transcript at a mutually agreeable time or may obtain a copy at copy cost. If both parties agree to

order a transcript, the cost of the original and one copy shall be borne equally by the parties.

11. The decision of the Step 3 Decisionmaker shall be final and binding and shall be consistent with provisions of law and written policy.

Step 3 Resolution by Tripartite Panel

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

3. The hearing shall proceed in accordance with the provisions in this Collective Bargaining Agreement except that the majority vote of tripartite panel shall serve in place of the arbitrator as the Step 3 Decisionmaker.

Step 3 Resolution by State Administrative Hearing Officer

1. Within seven (7) calendar days after the request has been received by the Chief Human Resources Officer, the City shall contact the Executive Secretary of the Supreme Court of Virginia to request the appointment of an Administrative Hearing Officer. The appointment shall be made from the list of the administrative hearing officers maintained by the Executive Secretary pursuant to Virginia Code Section 2.2-4024 and shall be made from the appropriate geographical region on a rotating basis. In the alternative, the City may request the appointment of an administrative hearing officer from the Virginia Department of Human Resource Management. The City shall bear the cost of such officer's services.

2. Proceedings by State Administrative Hearing Officer shall proceed in the same manner as matters before an arbitrator, with the Administrative Hearing Officer serving in place of the arbitrator, except as modified by law (including Va. Code Section 2.2-4024, 2.2-4024.1, and 2.2-4024.2).

D. Implementation of final hearing decisions.

1. Either party may petition the Alexandria Circuit Court for an order requiring implementation of the hearing decision.

2. The reyiew of the Circuit Court shall be limited to the question of whether the decision of the Step 3 Decisionmaker was consistent with the provisions of law

and written policy. Any review of factual matters decided by the Step 3 Decisionmaker shall be limited to whether the Step 3 Decisionmaker was without, or exceeded, his or her jurisdiction or abused his or her discretion, or whether the award on its face was contrary to law and public policy; or was procured by fraud, collusion, or other similar and unlawful means.

Section 8. Documentation Relating to a Grievance

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

Once a grievance has been initiated, an employee's request for documents directly relating to his/her grievance, p:ursuant to the Freedom of Information Act ("FOIA"), shall also be treated by the agency as a request for documents under the grievance procedure, provided that the employee indicate in the FOIA request that there is a related grievance pending. Upon receipt of such a request, a party shall have a duty to search its records to ensure that, absent just cause, all such directly relevant documents are provided. All such documents must be provided within 1 O workdays of receipt of the request. If it is not possible to provide the requested documents within the 10 workday period, the party must, within 10 workdays of receiving the request, explain in writing why such a response is not possible, and produce the documents no later than 15 work days from the receipt of the document request.

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

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

If a party's document request is denied by the City prior to the appointment of an Step 3 Decisionmaker, then the requesting party may seek relief from the City Manager. The denial may also be appealed at Step 3, in which case the Step 3 Decisionmaker may require the documents to be provided in advance of the Step 3 hearing.

Article 40: Labor Management Partnership

Section A – Introduction

1. The Parties agree to work collaboratively to adopt and practice collaborative labor relations to enhance the principles of mutual trust, accountability, understanding, and respect and to support and encourage cooperative labor-management relationships at all levels of the Department.
2. In support of collaborative working relationships, the Parties agree to establish a Labor-Management Partnership (LMP).
3. If there are existing committees that cover subjects of collective bargaining, they shall also fall under the purview of the LMP. Any existing committees shall cease on July 1, 2026, unless authorized by the LMP. The Department shall not adjust or address bargainable matters through committees that include bargaining unit employees except as permitted under this Article.
4. The Parties agree that it may be beneficial to establish additional sub-committees to collaboratively address specific interests/matters (i.e., Uniforms).
5. The Parties agree to meet to develop an LMP Charter within six (6) months of the effective date of this Agreement.

Section B – Objectives

The LMP shall have the following specific objectives:

1. Foster communication between the Parties;
2. Serve as a forum to discuss issues of mutual concern;
3. Work to build consensus for joint problem solving and planning; recognizing it is best to have a shared position;
4. Assess the need, if any, for sub-committees of this LMP at the division-level or with management representatives who report to the Chief of Police.
5. Promote and support the establishment of additional labor-management committees;
6. Inform and educate the Department about the concept and benefits of labor management collaboration;
7. Communicate and share activities of the Partnership with other City Departments; and
8. Make recommendations to the Chief of Police or other City leadership and monitor the progress of such actions.

Section C – Discussions

1. It is understood that any discussions in the LMP will not assume the character of formal negotiations between the Parties to this Collective Bargaining Agreement (CBA). Although discussions between the Agency and the SSPBA during the LMP meetings may result in further study of problems raised, neither the Department/City nor the SSPBA is obligated to reach agreement on the issues addressed during such discussions through the LMP. However, the SSPBA understands it has a right to waive its rights to traditional

bargaining if the Parties agree to jointly formulate a personnel policy, practice, or a matter affecting working conditions.

2. The Labor Management Partnership may discuss any area of the Department, except grievances, as defined in Virginia Code § 15.2-1507, or employee discipline matters. (Nothing in this section impairs the ability of the SSPBA representatives from representing grievants or prevents the Chief or SSPBA representatives from discussing grievances in other settings).

Section D – Participation

1. The Parties also recognize that the LMP can only be effective when participation is voluntary and entered into freely and without reservation.
2. The Parties will be responsible for determining their representatives on the LMP or any sub-committee. Appointment or removal of committee representatives shall not be contingent on approval from either Party.
3. If not already chosen by the Chief as representatives, the Partnership, by mutual agreement of the Chief and the SSPBA, may request the attendance of City representatives to supply necessary information.

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

Article 41: Legal Defense and Representation

Section 1. In accordance with its current practice, the City will continue providing legal defense and indemnification to employees in any civil action that alleges damages resulting from tortious acts or omissions committed by the employee within the scope of his/her employment with the City Alexandria. In this Article, "scope of employment" includes response to calls under mutual service agreements and task force assignments.

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

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

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

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

Article 42: Body-Worn/In-Car Cameras & Release of Media

A. Except as modified by this Agreement, the Parties adopt Directive 2.8 Body-Worn/In Car Cameras effective November 18, 2024 as part of this Agreement.

B. Officers shall be permitted to review their own body-worn/in car camera footage to refresh their memory, write their reports, or for training purposes. If the file is marked confidential or restricted because of a pending internal investigation, an officer subject to interview may review the body-worn/in-car camera footage at least 24-hours prior to the interview in matters categorized as critical incidents (as defined in Article X.4), unless a delay is authorized by the case investigator A reasonable amount of time will be allotted after footage review in all other circumstances, not to exceed one (1) hour prior to an interview.
1. Nothing in this section shall prevent an employee from watching the footage more than once during the time allotted.2. Nothing in this section shall abrogate the authority of the City Manager or the Chief of Police to release audio, visual, or photographic materials, as provided for in Section D of this article.

C. Prior to releasing audio or video involving an officer, the APD shall - notify the officer prior to the release of the audio or video file.

D. Regarding access to BWC/ICC files, the Chief of Police can designate department personnel to release video. Video being released must be reviewed by the designee before sending or transmitting the files, to ensure there is nothing being released that is protected or restricted, and to notify the chain of command of any concerns.

The Alexandria Police Department retains discretion regarding the release of audio, video, and photographic materials. APD will make every effort to withhold graphic content depicting any officer who has sustained life-threatening injuries in the line of duty. Notwithstanding this discretion, APD will comply with all applicable laws and any court orders governing the release of such materials.

Furthermore, out of respect for fallen officers and their families, when a police officer dies in the line of duty, the portions of any photograph(s), audio, or video in the custody and control of APD which directly depicts the officer's death shall be redacted prior to any release to the public, unless such redaction: (1) is waived by the officer's next of kin; or (2) is prohibited by law or court order.

Article 43: Evaluations

A. No officer shall fail to receive the step increase due on their anniversary date as a result of a supervisor's failure to complete the annual evaluation process. The employee will receive the step increase the employee is due unless there is an "unacceptable" evaluation that would prevent the step increase by the anniversary date.

B. By July 31, 2027, the parties agree to collaboratively undertake the review of the City's current [performance] evaluation system, in consultation with the Office of Human Resources, and the Chief of Police, with the goal of providing recommendations to the Chief of Police and the City Manager on changes to the system that can be effectively implemented, to afford bargaining unit employees with a performance management program that provides meaningful recognition of their performance for their specific roles and functions within the Department. The core evaluation tool developed by the Department of Human Resources will serve as the foundation for any modified evaluation form or tool specific to police officers.

Article 44: No Strikes or Lockouts

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

Article 45: Copies of Agreement

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

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

Article 46: Savings and Legality Clause

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

Article 47: Approval of Bargaining Agreement

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

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

Article 48: Duration

This Agreement shall become effective in accordance with Alexandria Code Sections 2-5-78(a) and 2-5-79 and shall continue in full force and effect through June 30, 2029.

If the parties hereto do not arrive at a new Agreement before July 1, 2029, the provisions of this collective bargaining agreement shall remain in effect until superseded by a new agreement.

Article X.1: Rights During Interviews

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

The Police Department's internal investigations are governed by A.R. 6-20 (07/01/2023) and APD Directive 2.3 (effective 5-31-2022) to the extent not inconsistent with this Agreement.

Section B – Definition

1. For purposes of this Article, the term "Administrative Interview" means any questioning of a formal nature that could lead to dismissal, demotion, suspension, transfer, or loss of leave of an employee as a disciplinary measure.

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 "Observer" is defined as a SSPBA representative who is an employee of the department, for purposes of confidentiality. Alternatively, where appropriate, an Observer may include legal counsel. Where legal counsel is utilized, it is at the cost of the employee, not the City. Where the employee utilizes legal counsel as an observer, the City retains the right to also have legal counsel present.

Section C - Employee Rights

1. The provisions of this section shall apply whenever an employee is subjected to an Administrative Investigation, Administrative Inquiry, or Administrative Interview. 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 the preferred Observer of the employee's choice present during the Administrative Interview. The employee will notify the department of the name of the employee's preferred Observer as soon as practicable.

    a. Employees who are the subject of an administrative investigation or administrative inquiry have a right to representation by the SSPBA, upon their request. If an employee requests an SSPBA representative, the SSPBA agrees to make available an SSPBA representative who is an active member of the bargaining unit. The City retains the right to disallow a particular representative where a conflict of interest may arise.

b. In critical incidents, involved employees shall be afforded representation upon their request, unless or until they have expressly waived such representation.

c. An Observer shall be permitted to be present for any interview conducted by an investigator; if requested by the employee.

d. The interviewee and their Observer shall be allowed to meet privately before an interview. Additionally, the interviewee and the Observer may request to take reasonable breaks during the interview to speak privately, unless there is a pending question. If a question is pending, the interviewee needs to respond to the question first, after which the Observer and interviewee may take a break. These private meetings shall not be recorded or observed by the City. The interviewer may not require the interviewee to disclose what was discussed during the break, however, if the interviewee changes an answer, the interviewer may ask why the interviewee changed their answer.

e. While the Observers may be present, they are generally silent observers. They will not be allowed to answer questions for the employee, direct the employee not to answer any question, or disrupt the investigatory process in any other manner. The Observer may raise concerns, but is not the decision maker, regarding whether there is a violation of law, this Agreement, or City policy. Concerns raised by an observer will not impede the interview from proceeding. Neither employees nor SSPBA Representatives shall be permitted to take notes.

f. Employees are prohibited from making any electronic recordings or transmitting any portion of an Administrative Interview in real time.

g. Prior to the interview, the City will inform the employee, in writing, of their right to have an Observer present during an Administrative Interview.

h. The City shall not attempt to prevent or dissuade an employee from requesting or acquiring an SSPBA representative during an Administrative Interview. However, this does not prevent the City from proceeding with the interview if the employee's preferred Observer is unavailable, provided that the employee was given, when possible, a 24-hour opportunity to secure representation.

i. The City shall not attempt to 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.

j. In no case shall an Observer be present or participate during any Administrative Interview if that Observer is involved in the Administrative Inquiry/Investigation. 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 Interview. An SSPBA Representative who attends an Administrative

Interview, shall be bound by the same confidentiality restrictions as the employee being interviewed.

2. Prior to commencement of any Administrative Interview, the employee being questioned shall be informed of the name, rank and unit or command of the officer in charge of the Administrative Inquiry, the interviewers, and all persons present during the Administrative Interview.

3. Employees who are the subject of an Administrative Inquiry or Administrative Investigation shall be notified at least 24 hours before a scheduled interview. 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 Investigation. If the City prevents or delays an employee's promotion or lateral transfer on account of an Administrative Inquiry or Administrative Investigation, the investigated employee must be first notified of the investigation/inquiry unless there is evidentiary need, in which case the employee will be notified as soon as practicable.

4. The Administrative Interview will take place at a reasonable time, unless the matters being investigated are of such a nature that, in the reasonable judgment of the Chief of Police, immediate action is required.

5. The employee shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions during an Administrative Interview.

6. If, during an Administrative Interview, it becomes apparent for the first time that discipline or potential discipline could arise and the employee requests representation, 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 is prohibited from continuing as an Observer in the current administrative investigation. The City will provide the former Observer at least 24 hours for them to obtain their preferred Observer as long as the interview is not unduly delayed. The City will provide the formerly 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_The Garrity Warning advises employees that statements given during an Administrative Interview 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 an Administrative Interviews. Employees must provide all pertinent information responsive

to the City's questioning during Administrative Interviews of which they have knowledge relative to the Administrative Inquiry or Administrative Investigation and must respond truthfully.

10. Once the investigation is closed, the employee is exonerated, or there is no discipline issued, the employee shall be notified as soon as practicable.

Section D
Administrative Interviews shall be recorded via audio or audio/video. The employee is entitled to a copy of the recording. The employee is entitled to a copy of the transcripts, if any, from their Administrative Interview without charge after the investigation is closed and before the issuance of discipline. If transcripts exist, they shall be provided not later than 20 days after providing written request. If a recording device is used, the employee being interviewed shall be notified. The interviewee has the right to share their transcript with an assigned SSPBA Representative and/or their attorney, if applicable, notwithstanding any applicable confidentiality order.

The City will notify employees who have been subject to an Administrative Inquiry or Administrative Investigation when the Administrative Inquiry is closed.

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. Additionally, to the extent not inconsistent with this Agreement, the Department's internal investigations procedures referenced remain in effect.

Section E. Compelled Statements
When a bargaining unit employee is the subject of a criminal investigation, the employee shall not be compelled to make a statement in an administrative investigation until the criminal investigation has concluded (meaning the investigation has been reviewed by the Office of the Commonwealth's Attorney and a determination has been made not to prosecute or any prosecution has been concluded) unless the employee requests, inwriting, to proceed with the administrative investigation. Only the OPR or the Chief or counsel representing the City shall have the power to compel statements by bargaining unit employees. The City will, at a minimum, afford bargaining unit employees all protections required by law, such as but not limited to, the rights recognized in *Garrity v. New Jersey* and its progeny.

Section F. Confidentiality Orders
The Department may provide Employees who are the subject of the Administrative Inquiry or Administrative Investigation a Confidentiality Order prohibiting them from discussing any aspects of the investigation with anyone. This includes personal contact, telephone calls, text messages, social media postings, third-party contacts, email, and any other internet messages, comments, or postings. The Department may also issue confidentiality orders to witnesses who are interviewed during the course of the investigation and the witness's designated Observer. Said orders shall apply to the employee and their representative.

When placed under a confidentiality order, the employee shall retain the right to discuss the matter with their spouse or domestic partner, clergy, SSPBA Representative and/or the SSPBA President

(or the President's designee in the absence of the President), unless that other person is a subject of or witness in the Administrative Investigation, Administrative Inquiry, or has participated in the matter as a SSPBA Representative of another interviewee. Nothing precludes the employee from speaking to their own legal counsel, notwithstanding any confidentiality order.

Confidentiality orders shall be considered rescinded once upon the conclusion of the investigatory process, exoneration, or the issuance of final discipline, unless otherwise stated.

Section G. Alternative Work Status

If an employee is reassigned, or placed on restricted duty, modified restricted duty, or administrative leave, due to an investigation, the Department shall endeavor to provide the employee with an update when the Administrative Investigation closes and at each step in the review process. Should the alternative work status exceed one hundred and eighty (180) days, the Department shall provide a detailed written explanation of the reason for the extended time frame along with a projected time frame the alternative work status or investigation will continue.

Article X.4: Response to Critical Incidents

A. Definitions:

Critical Incident: Any event in which a person suffers a serious injury or death during their contact with an officer and the officer's actions may be subject to criminal liability or a criminal investigation. This can include, but is not limited to, the deployment of deadly force, in-custody deaths, or any other intentional or unintentional action that results in serious injury or death of a person. It also includes an actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety, or wellbeing of the employee

B. The department will afford the following minimum protections to employees involved in critical incidents:

1. Upon notice that an employee has been in a critical incident the APD shall immediately notify the SSPBA President or an SSPBA Representative designated by the SSPBA for this purpose.

2. Unless or until an employee has expressly disclaimed representation, an officer involved in a critical incident shall be afforded representation through a SSPBA representative.

3. The SSPBA Representative serves the role of advocating for the rights and interests of the involved police officer(s). Employees have the right to legal representation and Constitutional due process rights.

    a. The SSPBA representative may respond to the scene in support of the employee involved in the critical incident to serve as a liaison for the employee's needs.
    b. Upon arrival at the scene, the SSPBA representative will coordinate with the on-scene commander assigned by the Department for any care related needs of the officer.
        i. Care related needs encompass the following:
            a. Physical Needs (i.e., bathroom breaks, food & water, etc.)
            b. Communication Needs (i.e., family, legal, religious)
            c. Medical Needs
    c. A SSPBA Representative will be permitted brief access (which may be with an a department administrative liaison present) to the member to inquire about the status of the needs identified in Section B(3)(b)(i) above, following completion of the City/Department's initial response investigative procedures (after Step 4 of current Directive 10.35.06 (B)).

C. The Department and SSPBA leadership will provide joint biannual training for bargaining unit employees on what to expect after a critical incident. The Department will print wallet sized "APD Directive 10.35 Appendix A – Officer Involved Shooting Training" Handout for distribution to bargaining unit employees.

X.8 – REOPENER PROCEDURES

A. Change in Collective Bargaining Laws.

1. In the event that, during the duration of this Agreement, the City of Alexandria or the Commonwealth of Virginia modify, by law, the rights of public sector employees to bargain additional matters than currently allowed as of September 1, 2025, then the SSPBA shall have the option to reopen bargaining for the purpose of bargaining on those additional subjects of bargaining only by providing written notice to the City Manager no later than 90 days after such law or ordinance was made effective.

2. If, after negotiations, the parties are unable to agree, the matter shall be referred to an Impasse Neutral for resolution as an impasse matter consistent Sec. 2-5-80 of Title 2, Chapter 5, Article E of the Code of the City of Alexandria, Virginia 1981 as amended.

FOR THE CITY OF ALEXANDRIA:

Meghan S. Roberts

Meghan Roberts, Deputy City Attorney

Chief Negotiator for the City

Date: 01/05/26

FOR THE SOUTHERN STATES POLICE BENEVOLENT ASSOCIATION, ALEXANDRIA CHAPTER:

Damon Minnix, President

Chief Negotiator for the SSPBA

Date: 01/05/2026