

**COLLECTIVE BARGAINING
AGREEMENT**

between

CITY OF RICHMOND, VIRGINIA

and

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS,
LOCAL 995**

Effective From

July 1, 2024 through June 30, 2027

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GENERAL PROVISIONS

Article 1: Preamble

This Agreement is entered into between the City of Richmond (the “City”) and International Association of Fire Fighters, Local 995, AFL-CIO (the “Union”).

The City and the Union recognize the need to provide efficient service to the public and to maintain the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. This Agreement expresses the results of the parties’ negotiations.

Article 2: Union Recognition

Section 2.1: Department of Fire and Emergency Services

The City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all uniformed employees of the Department of Fire and Emergency Services (“RFD”) at or below the rank of Captain.

Section 2.2: Department of Emergency Communications Preparedness and Response

The City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all employees of the Department of Emergency Communications Preparedness and Response (“DECPR”) (collectively with the RFD, the “Departments”) at or below the rank of Assistant Supervisor.

Article 3: Date Of Effect

This Agreement shall take effect on July 1, 2024. The parties agree to work collaboratively to identify non-fiscal terms that can be implemented prior to July 1, 2024 and to ensure all terms, fiscal and non-fiscal, are implemented no later than July 1, 2024. Implementation of non-fiscal terms prior July 1, 2024 remains within the City’s discretion.

Article 4: Management Rights

The City’s right to manage and direct the operations of the RFD and DECPR shall be consistent with the Code of the City of Richmond, Collective Bargaining Ordinance (“CBO”) Sec. 2-1301.4, and the City shall retain all rights reserved to it under Sec. 2-1301.4.

Article 5: Organizational Chart

The Departments shall create and continually update an organizational chart that will be stored in a digitally accessible location.

Article 6: Maintenance of Benefits

During the term of this Agreement, and to the extent not inconsistent with this Agreement, the following written documents shall remain in effect to the extent they directly impact bargaining unit employees’ wages, benefits, or terms and conditions of employment:

- (a) The City of Richmond Administrative Regulations in effect as of July 1, 2024;

- (b) Any written Standard Operating Procedure issued by DECPR or RFD and in effect on or before July 1, 2024;
- (c) Any Department Directive issued by DECPR and in effect prior to July 1, 2024; and
- (d) Any written Policy, Procedure, or General Order issued by RFD and in effect on or before July 1, 2024.

This Article shall not infringe on the City's rights set forth in CBO Sec. 2-1301.4 nor the Union's right to negotiate over impact and implementation of the City's exercise of its rights under that section.

The Union agrees that its members shall comply with all City rules and regulations unless modified by this Agreement.

Article 7: RFD Department Policy and Procedure Manual

The RFD Policy and Procedure Manual shall be stored in a single database as soon as possible, but no later than July 1, 2025, FY 2026. This database shall be accessible to bargaining unit members.

Article 8: General Orders

All general orders shall be communicated through City email by the Fire Chief or their designee, pursuant to RFD Policy 202, General Orders, as in effect on May 19, 2023, to all bargaining unit employees no later than the time the order is to be effective.

Article 9: Labor-Management Committee

Section 9.1: Recognition

The City and the Union recognize that cooperation between labor and management is indispensable to the accomplishment of sound and harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee ("LMC").

Section 9.2: Committee Role

The LMC shall consider and may recommend to the Fire Chief changes in the working conditions of the employees, including, but not limited to, health and safety issues.

Section 9.3: Committee Members

The Committee shall consist of eight members. The Fire Chief and the President of the Union shall each select four members, and may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Agreement, provided, however, that the appointing party may remove members he/she has appointed at any time. Vacancies shall be filled by the appointing party. Each side shall select at least one member from the DECPR.

Section 9.4: Committee Chair

The LMC shall select a Chair from among its members on an annual basis. The Chair of the LMC shall alternate between the members designated by the Fire Chief and the members designated by the President of the Union.

Section 9.5: Quorum

Two members from the union and two members from the City will be required to establish a quorum. Failure to have a quorum will result in rescheduling of the LMC meeting. The LMC shall meet at least once a quarter at times mutually agreeable to both parties.

Section 9.6: Meeting Agenda

A written agenda of the matters to be discussed shall be provided by the Chair at least one week in advance of the meeting, and the other party shall provide any additions to the agenda at least one day in advance.

Section 9.7: Meeting Minutes

The Chair shall appoint someone to keep minutes of each meeting.

Section 9.8: Employee Work Hours

Employees attending LMC meetings shall be paid for hours attended while off duty. Employees attending LMC meetings on duty shall not have any leave deducted from any leave bank.

ORGANIZATIONAL SECURITY PROVISIONS

Article 10: Contract Distribution

The City will make a digital copy of this Agreement available to all employees that is accessible outside of the City network within 15 days of ratification of this Agreement.

Article 11: Union President Email

The Union President shall supply his email address to the Employer to be used for all email correspondences.

Article 12: Bulletin Board Space

Section 12.1: Bulletin Boards

The City will maintain suitable bulletin boards in a common area in all fire stations, RFD warehouse, RFD training facilities, the Emergency Communications Center (“ECC”), and Fire Headquarters which may be used by the Union for information concerning union activities.

Section 12.2: Responsibility

Materials posted on the bulletin boards shall be limited to Union postings of interest to employees. With the exception of postings related to internal Union elections, no political postings, or candidate endorsements shall be posted. All postings shall comply with the Code of Ethics set out in the Administrative Regulations. The Union agrees to promptly remove any material in violation of this Article upon notification by City Management.

Article 13: Union Activity

Section 13.1: Union Activity

No employee shall be discharged, disciplined, or discriminated against because of activity on behalf of the Union which does not interfere with the discharge of their duties or any assignments, the Collective Bargaining Ordinance, or violate any provisions of the Agreement.

Section 13.2: Discrimination

No employee covered by this Agreement will be discriminated against with regard to any job benefits or other conditions of employment occurring from this agreement because of any characteristics protected by applicable federal, state, or local law.

Section 13.3: Inherent Rights

Employees have the right to form, join, and participate in the activities of the Union. Employees also have the right to refuse to join or participate in activities of this Union.

Section 13.4: Union Business

Union business may be discussed by members while on duty as long as it does not interfere with official city business or day-to-day operations of the RFD or DECPR.

Article 14: Union Business

Section 14.1: Union Leave Hours

In each fiscal year of this Agreement, the Union will be provided a maximum bank of 1,400 hours (“Union Leave Hours”). The hours will be accrued as follows:

- (a) The City will provide the Union with 700 hours per fiscal year of this Agreement; and
- (b) Bargaining unit members can contribute up to an additional 700 hours per fiscal year (“Contributed Union Leave”). Bargaining unit members may donate time as follows:
 - 1. Fire Department employees may contribute any combination of accrued vacation and holiday leave.
 - 2. DECPR bargaining unit members may contribute accrued vacation leave.
- (c) Contributions will be in the amount of at least one hour and up to a maximum of 24 hours per member per year. Contributions will be in “whole hours” only and are irrevocable. The City will issue a form for bargaining unit members to submit in order to donate Contributed Union Leave hours. Employees must return the forms to Department HR or DECPR by October 1, 2024, to allow for contributions for the remainder of FY 2025. Employees must return forms by June 1 of each year for the subsequent fiscal years of this Agreement.
- (d) Contributed Union Leave hours that remain unused at the end of the fiscal year may be rolled over to the next fiscal year, but the balance of Contributed Union Leave Hours may not exceed 700 hours in any fiscal year.

(e) Union Leave Hours will not be paid out.

Section 14.2: Notification and Use of Union Leave Hours

- (a) Union Leave Hours may be used to handle labor relations matters, including, but not limited to, attending meetings, seminars, Union training, assisting members, and processing contract disputes.
- (b) At least 48 hours' notice of the need for Union leave will be given to the employee's immediate supervisor unless the need for leave could not have been reasonably anticipated. The request for Union leave will be subject to the operational needs of RFD or DECPR. The parties recognize and agree that the operational needs of DEC and RFD are paramount.
- (c) On a quarterly basis, the Union will submit to the City the records of "Union Leave Hours" pay code selections for the City to review and, if applicable, to reject as unauthorized. In the event the Union identifies hours used as unauthorized, the employee who used the hours will be debited vacation or other accrued leave in the amount of unauthorized time.
- (d) Union Leave Hours will be given a separate pay code for employees to select. Employees shall add a note in the timekeeping system to generally describe the work performed by the employee on behalf of the union. Union Leave Hours cannot be used for times when an employee is not scheduled to be on duty or is in an unpaid leave status. Union Leave Hours cannot result in an employee incurring unscheduled overtime hours. The Union will notify the City which bargaining unit members may use Union Leave Hours on an annual basis. The Union must immediately notify the City of any changes in the list of bargaining unit members eligible to use Union Leave Hours.
- (e) Union Leave Hours must be used in a minimum increment of one (1) hour.
- (f) An employee on Union Leave Hours still accrues seniority, leave benefits, and participates in the retirement and health insurance on the same basis as every other employee in the bargaining unit.
- (g) Union officials or representatives receiving paid time off to attend membership meetings and executive board meetings must return to work within a reasonable time after the conclusion of said meeting.

Section 14.3: Contract Negotiations

In anticipation of negotiations for a successor collective bargaining agreement, the Union will notify the City of approximately 8 employees who will be on the Union's Negotiating Committee and those employees will be excused from work for all days on which negotiations are held. This time will not be deducted from the Union's leave hours.

Section 14.4: Shop Stewards

- (a) **Fire Department Stewards.** The Union will designate no more than 12 employees to act as a Representatives/Shop Stewards and inform the City of such designations and any changes.
- (b) **DEC Shop Stewards.** The Union will designate no more than two employees to act as Representatives/Shop Stewards and inform the City of such designations and any changes.
- (c) The role of the Shop Steward is generally limited to submitting contract grievances, representing the Union in contract grievance meetings, participating in the contract dispute process on behalf of employees, representing employees in investigatory interviews as described in this Agreement, and distributing information from the Union to the membership. Shop stewards may not assist employees with grievances or incidents where the Shop Steward is in the employee's chain of command or is involved in the investigation or incident.

Article 15: Department Roster

The Departments will maintain a roster that is digitally accessible within the City network. The Departments will update the roster on a quarterly basis.

Article 16: Dues Checkoff

Section 16.1: Dues Deduction

The City shall deduct Union dues and assessments from the wages of those employees who individually and voluntarily certify to the City in writing that they authorize such deductions.

Section 16.2: Employee Authorizations

The Union will provide the City with the employee's written authorization to deduct dues. Deductions will begin no later than the second pay period after receipt of written authorization from the Union.

Section 16.3: Amounts

The Union will provide the City with a written schedule of dues and assessments and shall promptly notify the City in writing of any changes in these amounts. Any change in the amount of dues and/or assessments to be deducted by the City will become effective 30 days following the City's receipt of notice from the Union.

Section 16.4: Remittance

Remittance of dues to the Union will be made no later than seven business days after which the dues and assessments were deducted. The City will provide the Union with a statement indicating all employees for whom dues and assessments were deducted and remitted; that statement will be submitted within three business days following the remittance.

Section 16.5: Revocation

Authorization to pay Union dues may be revoked by the employee upon written notice to the Union and the City. Revocations will be processed within a 30-day time period. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union.

If the City inadvertently makes deductions from an employee who did not authorize a deduction or revoked authorization in accordance with this Article, the Union agrees to refund the deduction to the employee, including all service fees.

Section 16.6: Indemnification

The Union shall defend, indemnify, and hold harmless the City, its officers, and employees from/for (a) any and all claims, demands, suits, or any other cause of action any third party, including employees, arising from deductions made based on representations by the Union; and (b) any and all claims, demands, suits, or any other cause of action made by an employee for deductions made based on representations of the Union regarding changes or cancellations to the deduction authorization.

Article 17: Fire Academy Orientation

Pursuant to CBO Sec. 2-1301.11(a)(4), the RFD will provide the Union thirty minutes to present their organization to new recruits within the first week of academy. The Union may remain available to address questions during the lunch break or after class on the day of the presentation.

GENERAL EMPLOYMENT PROVISIONS

Article 18: Outside Employment

Section 18.1: Outside Employment

Outside employment will be governed by Administrative Regulation 5.5, Outside Employment, as in effect on February 1, 2007, with the acknowledgements and amendments outlined below. Nothing in this article is intended to waive the Union's right or ability to negotiate over changes to the Administrative Regulation, proposed by the City, which are not contained in this Article.

Section 18.2: Amendments

Section III PROCEDURE, number 6:

- Remove "or who are on light duty."

Section III PROCEDURE, number 8:

- Modify "Employees are required to seek written approval" to "Employees are required to seek approval electronically or in writing."
- Add "If after 10 business days of submission, an employee has not received a response from the Human Resources Director or their designee, the employee may proceed with the outside employment as if it has been approved."

Article 19: Legal Representation for On Duty Civil Claims

The City shall provide legal defense and indemnification in accordance with City Code Section 2-57.

Article 20: Polygraphs

Applicants shall not be required to take a polygraph examination as part of a hiring or promotional process for a position in the bargaining unit.

Article 21: Union Uniform Insignia

Employees shall be permitted to wear Union insignia as outlined below:

- Class A Dress Jacket: An IAFF Union pin (see below), one-inch by one-inch, placed on the right lapel of the jacket.



Article 22: Uniform Regulations

Section 22.1: Preservation

The Uniform Regulation Policy 1028 dated 09/09/2019 will be maintained as is with the exception to the agreed upon changes in this article.

Section 22.2: Modifications

Replace the entirety of 1028.3 STANDARD WORK UNIFORM with the following:

- Class D uniforms shall be worn at all times while on duty, except when participating in physical training activities, when Physical Training (PT) attire may be worn.
- Employees will be required to wear Class C uniforms for pre-scheduled public-facing events.

Replace the entirety of 1028.6.2 CLASS “B” with the following:

- Dress Trousers.
- Long sleeve uniform shirt with tie, metal name tag, badge, and appropriate rank insignia.
- Dress Shoes

Modify 1028.4 Class “C” second bullet to be the following:

- Long or short sleeve uniform shirt with metal name tag, badge, and appropriate insignia.

Article 23: Personal Vehicle Usage for RFD Employees

Section 23.1: Recognition

The RFD and the Union recognize that, to maintain acceptable staffing levels, it is necessary to relocate employees occasionally from their assigned station to another station. The RFD shall make

every attempt to make the employee aware of the need to relocate to a different station on their shift prior to when they are needed to relocate.

Section 23.2: Notice of Relocation

When the RFD is not able to notify an employee of the need to relocate from their assigned station the shift prior, the employee shall be entitled to reimbursement for mileage traveled from their assigned station to their new assignment. Any time an employee is provided a relocated assignment, they shall be entitled to mileage reimbursement from their last known assignment to the current assignment.

Section 23.3: Compensation Rate

The employee shall be compensated at the approved mileage compensation rate in accordance with City policy.

Article 24: Line of Duty Death

Section 24.1: Line of Duty Act

The City will continue to be a participating employer under the Virginia Line of Duty Act.

Section 24.2: Badge Number

The employee's badge number shall be retired for eternity, unless written approval is received from the immediate family of the deceased employee expressly stating their badge number can be released and reissued.

Section 24.3: Posthumous Promotion

The employee shall have the option to be promoted posthumously at least one rank. This shall be at the discretion of the Fire Chief as well as the employee's family.

Article 25: Residency

The Departments shall not impose any residency requirements for bargaining unit employees.

Article 26: Use of Employee's Likeness

The City will develop a policy regarding its use of bargaining unit employee likeness in City publications or on City media during the life of this Agreement. The City will share the draft policy with the Union and negotiate, consistent with the CBO, prior to implementation.

Article 27: Use Of Employees for Political Influence

The Departments shall not utilize on-duty personnel for any action that is intended to influence political action. That shall include, but is not limited to, public canvassing. This Article does not apply to any kind of fire prevention education; health, safety, and wellness of the public; or any related community engagement events.

Article 28: Tuition Assistance

Tuition assistance will be administered in accordance with Administrative Regulation 7.6, Tuition Assistance, as in effect on July 1, 2023.

Article 29: RFD Training

Section 29.1: Required Training

The City will not require an employee to use paid, accrued leave whenever an employee is attending a class or training as part of requirements for the following:

- (a) Their current assignment; or
- (b) RFD-sponsored classes to which the employee is assigned.

Section 29.2: Schedule Adjustments

The RFD will adjust employees' schedules for mandatory classes and trainings as follows:

- (a) The RFD will allow the employee to be off the night (2000-0800) prior to any class that requires an employee to travel 75 miles or more from the employee's regular work location, should the employee be normally scheduled for that day; and
- (b) To cover any time while attending the class.

Section 29.3: Classes Outside Of This Agreement

In the case where an employee wishes to attend a class that does not fall into the above categories, employees may use accrued vacation or holiday leave to attend. Such leave is subject to the RFD's or DECPR's standard leave approval process.

Section 29.4: Travel Expenses

Employees attending courses that require travel shall receive travel and lodging expenses for the duration of the trip in accordance with Administrative Regulation 6.4, Travel Policy, as in effect on July 1, 2007.

Employees will not be expected to cover any advanced payment should their acceptance into the course fall within the proper timeline to process the paperwork.

Article 30: Truck Company Requirements

Section 30.1: Class Offerings

Any class the RFD lists as a requirement to be assigned to a truck company shall be offered by the RFD at least every other year.

Section 30.2: Class Expense

Employees shall have the ability to attend these classes at no expense and be provided time off when necessary.

Article 31: Field Training Instructors

RFD management will establish a committee with at least one representative chosen by the Union to provide input on a formal Field Training Instructor program by July 1, 2024.

RFD will implement and maintain the formal Field Training Instructor program during the life of this Agreement.

Article 32: Layoff

Section 32.1: Recognition

The City and the Union recognize that a layoff, for any reason other than disciplinary action, shall be a last resort.

Section 32.2: Order of Layoff

- (a) Layoffs shall occur by reverse seniority, starting with the least senior employee.
- (b) Employees will maintain bumping rights.

Section 32.3: Recall

- (a) Employees shall remain on the recall list for one year, and will be recalled in the order of their seniority, starting with the most senior employee that was laid off.
- (b) **Contact information.** Every employee will be required to keep a current residential address and cell phone number via the City's self-service portal. That information will be used for notices of recall. The City will send a notice of recall to employees through U.S. Mail. The employee will have 30 days from receipt to contact the City regarding their decision to return to duty. The City will provide a process for former employees to update their address after they have been laid off.

Article 33: Seniority and Time in Grade

Section 33.1: Seniority Definition

Seniority is defined as length of continuous employment with the RFD, or DECPR respectively, including military leave in accordance with Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). Prior service in another City department or agency shall not be considered for RFD or DECPR seniority purposes, with the exception of leave accrual rates and any other Citywide seniority-based benefits.

Section 33.2: Seniority Commencement

Seniority of an employee shall commence on his or her first day of employment and shall continue for as long as the employee is a member of the RFD/DECPR or on an approved leave of absence.

Section 33.3: Seniority List

The Departments shall establish seniority lists of all employees in the Departments. Such lists shall be brought up to date and a complete new list be provided and distributed by July 1 of each year. Any objection to the seniority list, as distributed, shall be reported to the objecting employee's direct supervisor.

Section 33.4: Start Date

When more than one employee goes on the payroll of the RFD or DECPR on the same date, the employee's last names sorted alphabetically, A to Z, shall determine seniority.

Section 33.5: Continuation of Seniority

An employee's seniority shall be continuous unless terminated. In the event an employee resigns from the RFD or DECPR, their seniority shall be preserved for ten days in accordance with Administrative Regulation 5.21, Reassignment, Transfer, Separation, and Reinstatement Policy, as in effect on July 1, 2023, Section (2)(E) as written.

Section 33.6: Time-in-Grade Definition

Time-in-Grade is defined as the length of continuous service within the employee's rank.

Section 33.7: Time-in-Grade Commencement

Time-in-Grade shall commence on the date an employee's appointment/promotion takes effect.

LEAVE AND BREAK PROVISIONS

Article 34: Sick Note Requirement

In accordance with Administrative Regulation 4.8, Leave Policy, as in effect on July 1, 2023, employees shall be required to provide a sick note after missing at least three consecutive work days.

If management suspects that the employee is abusing sick leave, a sick note may be required. Abuse shall be defined as:

- (a) Multiple occurrences immediately preceding or following an overtime or trade time shift;
- (b) Multiple occurrences immediately preceding or following planned leave or traded time off;
- (c) Occurrences on dates that the employee attempted to obtain scheduled leave;
- (d) A reoccurring pattern of unplanned leave usage; or
- (e) Occurrences on City Holidays.

Article 35: Sick Leave Depletion

When a bargaining unit employee has depleted their sick leave balance, they shall be permitted to use leave in accordance with Administrative Regulation 4.8, effective July 1, 2023, with the following change:

- Bargaining unit employees shall be permitted to use holiday leave prior to entering a leave without pay status.

Article 36: Shared Leave

Shared leave will be administered in accordance with Administrative Regulation 4.8, dated 7/1/23 with the exceptions listed below.

- **Employee to Employee.** Leave may be donated from one bargaining unit employee directly to another bargaining unit employee.

Article 37: Medical Donor Leave

Employees will be entitled to take medical donor leave as set forth in Administrative Regulation 4.8, dated 7/1/23, with the exceptions listed below.

- Employees may use any form of their own accrued personal paid leave during this process in lieu of unpaid leave or in conjunction with unpaid medical donor leave. Such leave must be approved in accordance with the City’s policies and procedures.

Article 38: Civil Leave

Employees will be entitled to civil leave as set forth in Administrative Regulation 4.8, dated 7/1/23, with the exception below.

- **Prior Duty Day.** Employees that are scheduled to work the night prior to any approved civil leave, with the exception of leave for the purpose of voting, shall be granted leave starting at 20:00 the day of their shift.

Article 39: Bereavement Leave

Employees will be entitled to bereavement leave in accordance with Administrative Regulation 4.8, dated July 1, 2023.

Article 40: Administrative Leave

Administrative leave will be administered in accordance with Administrative Regulation 4.8, dated 7/1/23.

Article 41: RFD Leave Recall

Section 41.1: Current Leave Status

If an employee is on leave that started before the order of recall begins, the employee will suffer no consequences for failure to return to duty.

Section 41.2: Selection of Time Off

If an employee’s leave is recalled, the RFD will make reasonable efforts to afford the employee the opportunity to select an equal number of days within a year.

Section 41.3: Return Home

If sufficient staffing needs are met, employees who had their leave recalled will be given first option to be sent home, in the order they were recalled.

Article 42: RFD Paid Leave Hours

All paid leave hours shall be counted as hours worked for the purpose of calculating overtime for RFD bargaining unit employees in accordance with the Virginia Gap Pay Act.

Article 43: Fire Leave Pick Process

Section 43.1: Process

RFD Human Resources Division shall calculate the number of vacation days and holidays each employee will be able to select for the following calendar year.

- (a) The number of 24-hour days calculated will be based on the number of vacation hours earned from January 1 – December 31, regardless of an employee’s anniversary date. If an employee’s

anniversary date changes during the year (after January 1), the total number of hours the employee would earn is what is calculated.

- (b) If the calculated number comes out to an uneven number, the number will be rounded to the nearest whole number. (less than 0.5 will be rounded down and greater than or equal to 0.5 will be rounded up.)
 - Example: First 3 pay periods * 5.2 hours earned + Last 23 pay periods * 6.5 hours earned = 165.1.
 - $165.1 / 24 = 6.879$.
 - The total number will be rounded to 7
- (c) The limit to the number of picks per day will be 5 per battalion with a maximum number of 20 picks per shift per day per each calendar year. It is the employee's responsibility to ensure they have the number of hours available to take the leave, when the day arrives. If the employee fails to have sufficient leave to take the time off when the day arrives, the RFD has the option to cancel the leave dates and the employee may be subjected to disciplinary action.
- (d) For each calendar year, the City will communicate the number of City holidays employees will receive, determining the number of holiday picks allowed. Two City Holidays will be equivalent to one tour for 56-hour employees.
- (e) The vacation leave picks will be completed first and then the holiday leave picks will be completed.
- (f) No more than two employees in each company will be allowed to select leave per day.
- (g) Once the allotted slots are filled, that day will be closed.

Section 43.2: Employees With The Same Seniority Date.

Employees with the same seniority date in a single battalion will pick in alphabetical order. Each year the name of the employee who picked first will rotate downward to the end of that seniority list (the employee moves from the top to the bottom of the list.) Employees who have been reassigned will select last within their seniority date group the initial year of their reassignment. They will then rotate in the normal progression thereafter.

Section 43.3: Bridging Days

If an employee wants to select consecutive days off and one of those days is already maxed out, the employee may bridge this gap. Employees may only bridge one day.

Section 43.4: Pick Availability and Transfers

- (a) An employee who is transferred throughout the year to a different shift shall work with the RFD to choose the most reasonable and beneficial dates to match what they had picked on their previous shift.

- (b) If an employee is transferred on the same shift, their pick date shall not be available to be picked, and they shall maintain that picked day at their new assignment.

Section 43.5: Contacting Off Duty Employees

- (a) All personnel will provide their company officer all contact numbers at which they can be reached should they be off duty during the selection process or they should provide a list of their requests to a co-worker in their station, who the employee authorizes to submit the requests on their behalf.
- (b) When all contact numbers are used and one or more messages are left notifying an employee of their turn, the employee will have 30 minutes to respond. If an employee does not call back within this time frame they will be skipped and the selection process will continue. That employee can make their selection upon calling back but cannot bump anyone off any selections made in the interim.

Section 43.6: Timeline

- (a) City Human Resources will provide the number of holidays and vacation days that can be picked the following year for each employee by October 31.
- (b) The picking process shall begin no later than November 15.

Section 43.7: LMC

During the life of this Agreement, the LMC will address the current leave pick process to determine potential alternatives, and the LMC will present recommendations to the Chief and the Union.

Article 44: Military Leave

Section 44.1: Recognition

The city administers its military leave policy in accordance with applicable law, including USERRA and the Code of Virginia.

Section 44.2: Paid Military Leave

An employee is entitled to a maximum of 21 workdays per fiscal year of paid military leave for military duty. Employees will be permitted to change their days with the approval of the Chief or his designee. Compensatory leave, annual leave or leave without pay (“LWOP”) will be authorized for military duty beyond 21 workdays per year. Employees will provide a copy of their orders requiring military leave to their immediate supervisor through their chain of command by close of the employee’s next scheduled workday.

Article 45: Mental Health/Wellness Days

Employees shall be allotted mental health/wellness days as set forth in Administrative Regulation 4.8, dated 7/01/23. RFD bargaining unit employees shall be permitted to use any accrued leave in conjunction with mental health/wellness days taken in order to have full shifts off duty.

Article 46: RFD Sick Leave

Sick leave shall be administered in accordance with Administrative Regulation 4.8, except as modified below:

- (a) An RFD bargaining unit employee who is unable to work due to illness shall call his or her immediate supervisor or Battalion Chief as soon as practicable, but no later than two hours prior to the employee's start time.
- (b) Bargaining unit employees who were hired on or after July 1, 2023, shall carryforward a maximum of 480 hours of sick leave.

Article 47: RFD Holidays

Holiday leave will be administered in accordance with Administrative Regulation 5.2, Holiday Policy, as in effect on July 1, 2023.

Article 48: RFD Vacation Leave

Vacation leave will be administered in accordance with Administrative Regulation 4.8, dated 7/1/23.

EQUIPMENT AND MAINTENANCE PROVISIONS

Article 49: Apparatus Air Conditioning

Section 49.1: Function

The City will make reasonable efforts to ensure that apparatus heating and cooling systems are functional in all in-service response vehicles used by bargaining unit employees.

Section 49.2: Notification

If an in-service response vehicle does not have functioning heat or air conditioning, the employee will notify fleet maintenance in the appropriate manner. The RFD will provide a spare apparatus if available.

Section 49.3: Service Delivery

The City has the discretion to place the vehicle with the heating or air conditioning deficiency back in service if the reserve vehicle is needed to maintain service delivery capabilities.

Article 50: Apparatus Check Sheets

Section 50.1: Notification of Maintenance Requirement

The operator of the vehicle is responsible for completing and following the RFD's required apparatus safety check procedures. The DPO's officer is responsible for ensuring that the safety check procedures are followed. When an apparatus check sheet notes needed repairs, the RFD will promptly identify critical repairs and will make all reasonable efforts to promptly address the critical need with Fleet Maintenance.

Section 50.2: Emergency Needs or Safety Concerns

It is the responsibility of the operator of any vehicle, in consultation with their officer, to determine any immediate safety concerns that shall require a vehicle to be immediately taken out of service.

The officer shall contact the respective Battalion Chief and the maintenance shop via phone and in writing via the RFD's notification system.

Section 50.3: Archiving/ Ability to Recall Prior Documentation

All prior documented apparatus checks shall be accessible electronically to employees for a period of at least three months after the initial apparatus check sheet submission.

Article 51: Fleet Status

Section 51.1: Notification of Fleet Status

The shift commander will distribute the Situation Report to the DECPR supervisor email list, all Battalion Chiefs, and place a copy within the cloud-based drive on a daily basis.

Article 52: Turnout Gear

Section 52.1: Purchase & Maintenance

The RFD will purchase and maintain two sets of turnout gear for employees consistent with NFPA 1971.

Section 52.2: Minimum Features

All turnout gear will be specified to the following features at a minimum:

- Knee pads;
- Bail out harness loops;
- Integrated drag rescue device (DRD); and
- Gear with reflective striping.

Article 53: Station Renovations

Section 53.1: Renovation

Whenever a station is undergoing construction or renovations where any such work may create possibly unsafe working conditions, the companies or company shall be relocated to another station that can accommodate the additional equipment and personnel.

Section 53.2: Moving Personal Items

During station relocation, bargaining unit employees will only be responsible for moving personal items and apparatus. Bargaining unit employees shall not be required to move any furniture.

Article 54: Station Cleaning

All fire stations will receive a yearly deep cleaning performed by DPW. Firefighters shall be responsible for all daily regular housekeeping duties.

Article 55: Minimum Station and Equipment Infrastructure

Section 55.1: Minimum Station and Equipment Infrastructure

RFD shall provide and maintain the following as a minimum to all fire stations:

- (a) One washing machine per assigned company;
- (b) One dryer per assigned company;
- (c) One ice machine;
- (d) One dishwasher;
- (e) One oven;
- (f) One stovetop;
- (g) Newly constructed stations will have one pre-piped connection for a gas grill;
- (h) One microwave;
- (i) HVAC;
- (j) Sinks and functioning faucets in the kitchen area;
- (k) Sinks and functioning faucets in the bathroom area;
- (l) Wireless internet access;
- (m) Two computers per assigned company;
- (n) One TV in the common area;
- (o) Newly constructed stations or renovated stations will have at least two unisex restrooms and showers per station;
- (p) bay doors;
- (q) Locking exterior doors;
- (r) Diesel exhaust systems;
- (s) A number of beds to match daily staffing;
- (t) A number of lockers to match the total members assigned to a station;
- (u) Station Alerting System; and
- (v) Station Generator.

Section 55.2: Timeline

All stations that do not meet the minimum standard upon ratification of the Agreement shall comply with this Article by July 1, 2025.

Section 55.3: Maintenance

All minimum station and equipment infrastructure shall be maintained in accordance with this Article.

Article 56: Repair Of Station and Equipment Infrastructure

Section 56.1: Categorization

The RFD recognizes that certain station and equipment infrastructure for all fire stations is important to the function of the RFD:

- (a) One washing machine;
- (b) One dryer;
- (c) One oven;
- (d) One stovetop;
- (e) HVAC;
- (f) One shower;
- (g) One toilet;
- (h) One sink and functioning faucet in the kitchen area;
- (i) One sink and functioning faucet in the bathroom area;

- (j) Bay doors;
- (k) Locking exterior doors;
- (l) Alerting systems; and
- (m) Station generator.

Section 56.2: Repair Process

- (a) The officer or acting officer must notify the RFD's Facilities Manager or IT Manager of the needed repair in writing. The RFD's Facilities Manager or IT Manager shall notify the appropriate agency or department regarding the needed repair for the above items within 24 hours of the notification to the RFD.
- (b) For the items listed (e)-(m), above, the City will make reasonable efforts to complete the repair within 48 hours . In the event that the City is unable to complete the repair in this timeline, the affected company(ies) shall be temporarily transferred to another work location until the repair can be completed. However, such relocation will be subject to the RFD's ability to maintain coverage in the district, to include working from the station during daytime hours if alternate infrastructure is available in the immediate proximity.
- (c) For the items listed in (a)-(d) above, the City will complete the repair as soon as possible. Until the repair is completed, employees assigned to a station without the operational equipment shall be permitted to travel to a neighboring station, while on duty, to use that station's equipment.

Article 57: Apparatus Maintenance

Section 57.1: Responsibility

Once properly notified of a needed repair, it shall be the responsibility of the City to ensure repairs are completed.

Section 57.2: Vehicle Status

A document on a shared drive shall be maintained with vehicle status report detailing which apparatus are out of service.

Section 57.3: Chain of Custody Form

The City will provide a chain of custody form to the company receiving the apparatus, which the officer in charge will sign upon receipt, that will outline repairs made prior to the apparatus being returned to service.

Article 58: Hose Testing

The RFD shall perform annual hose testing in accordance with NFPA 1962.

Article 59: Ladder Testing

The RFD shall perform yearly ladder testing in accordance with NFPA 1932.

Article 60: Turnout Gear Extractor and Dryer

Section 60.1: Purchase

- (a) RFD will purchase and maintain two turnout gear extractors.
- (b) RFD will purchase and maintain two turnout gear dryers.

Section 60.2: Usage

The RFD will arrange for use of the extractors and dryers as necessary, but the use of extractors and dryers shall not be unreasonably denied.

Article 61: Diesel Exhaust Capture Systems

RFD will complete the installation of exhaust capture systems and adapters on all vehicles that may be parked within a fire station bay.

WAGE PROVISIONS

Article 62: RFD Minimum Overtime Hours

Any time an RFD employee is called back to work mandatory or voluntary overtime, they shall be paid a minimum of two hours at their applicable rate of pay. Any time an employee is held over, an employee will be paid a minimum of 30 minutes at their applicable rate of pay.

Article 63: Specialty Team Pay

Specialty Pay will be administered in accordance with RFD Policy 1049, "PILOT" Special Assignment Pay Program, as in effect on September 12, 2022, and its current "PILOT" status will be removed.

Article 64: Acting Pay

Acting pay shall be governed by the City's Pay Plan Ordinance, 2023-074.

Article 65: Pre-Certified Firefighter Pay Scale Position

The RFD may place lateral certified candidates in the pay step that is based on their prior service. Such placement shall be at the discretion of the Fire Chief, but such placement shall not be arbitrary or capricious.

Article 66: Pay Plan

Section 66.1: RFD Wages

Employees in RFD will be paid as set forth as described below:

- (a) The City will maintain the current Sworn Step Plan for RFD bargaining unit employees as in effect on May 15, 2023.
- (b) In accordance with the Pay Plan Ordinance 2023-074, RFD service time will begin upon graduation from the Academy less any break in service (except military or other leave as required by law), and step movement shall be based upon years of service as of June 30 of each

year (e.g., a fire fighter with nine months of service as of June 30 will be considered to have zero years of service). Future movement shall be one step per fiscal year based on the funding availability until the maximum step is obtained.

- (c) **With such funds as appropriated, for fiscal year 2025:** Effective July 1, 2024, the City will increase the Sworn Step Plan by the amount necessary to place the Fire Fighter Step 1 position equal to 102% of the average, as of July 1, 2023, of the level 1 step 1 Fire Fighters in the following jurisdictions (“Area Jurisdictions”):
 - (i) Henrico County
 - (ii) Chesterfield County
 - (iii) Hanover County

The percentage adjustment to the Step 1 Fire Fighter salary will carry throughout the other steps in the step plan (i.e., if Step 1 goes up by 2%, then the entire step plan increases by the same). The revised Step Plan for Fiscal Year 2025 is attached as Appendix A.

- (d) **With such funds as appropriated, for fiscal years 2026:** Effective July 1, 2025, the City will increase the Sworn Step Plan by the amount necessary to place the Fire Fighter Step 1 position equal to 103% of the average, as of July 1, 2024, of the level 1 step 1 Fire Fighters in the Area Jurisdictions.
- (e) **With such funds as appropriated, for fiscal year 2027:** Effective July 1, 2026 the City will increase the Sworn Step Plan equal to 104% of the average, as of July 1, 2025 the level 1 step 1 Fire Fighters in the Area Jurisdictions.
- (f) For all fiscal years, the percentage adjustment to Step 1 Fire Fighter will carry throughout the other steps in the step plan (i.e.: if Step 1 goes up by 2%, then the entire step plan increases by 2%).
- (g) The City reserves the right to provide RFD bargaining unit employees a greater increase if practicable.
- (h) In accordance with CBO Sec. 2-1301.4, this Agreement is subject to the appropriation of funds by City Council.

Section 66.2: DECPR Employees

Bargaining unit members in DECPR will be paid as set forth below:

- (a) The City will maintain the current structure of the Broadband Pay Plan as in effect on May 15, 2023. Employees will continue to have the opportunity to advance through the zones set forth in the Broadband Pay Plan by meeting the requisite requirements for each level. The requirements to progress between levels will not be unreasonably withheld. The increases described below will be administered in accordance with the pay plan ordinance adopted by City Council for the applicable fiscal year.

- (b) The City agrees to remove references to “satisfactory attendance” and “corrective action(s)” from the Broad Band Programs Level Matrix.
- (c) **With such funds as appropriated, for fiscal year 2025:** Effective July 1, 2024, the City will provide DECPR bargaining unit employees an across-the-board increase of 3%.
- (d) **With such funds as appropriated, for fiscal year 2026:** Effective July 1, 2025, the City will provide DECPR bargaining unit employees an across-the-board increase of 3%.
- (e) **With such funds as appropriated, for fiscal year 2027:** Effective July 1, 2026, the City will provide DECPR bargaining unit employees an across-the-board increase of 3%.
- (f) The City reserves the right to provide DECPR bargaining unit employees a greater increase if practicable. In the event that the City provides City employees, other than fire and police department employees, with an annual general wage increase of greater than three percent, that is not also provided to bargaining unit employees in DECPR, the Union may request a similar adjustment to wages of DECPR bargaining unit employees. This provision excludes any classification-specific adjustments made to address market conditions, out-of-class work, or similar circumstances.
- (g) The parties shall form a task force, made up of an equal number of representatives of the Union and the City, to study the cost and feasibility of moving DECPR bargaining unit employees to a step pay scale. Any study undertaken by the task force will be completed by March 1, 2026. The parties will equally share in any costs involved in the study. The City will share the final results of the study to bargaining unit employees.
- (h) In accordance with CBO Sec. 2-1301.4, this Agreement is subject to the appropriation of funds by City Council.

Article 67: Emergency and Closing Compensation

Emergency and closing compensation will be governed by Administrative Regulation 1.5, Emergencies and Closings, as in effect on July 1, 2023. Such emergency and closing compensation shall not be unreasonably withheld.

Article 68: Promotional Pay Scale Position

Upon promotion, employees will be placed on the Sworn Step Plan in accordance with the City’s Pay Plan Ordinance, 2023-074, Section 40, subsection C.

Article 69: Payroll Errors

Payroll Errors will be administered in accordance with Administrative Regulation 5.8, Reclaiming Overpayment of Earnings from Active and Separated Employees, as in effect on October 1, 2008.

HOURS OF WORK PROVISIONS

Article 70: RFD Work Hours

Section 69.1: Study on Work Hours

The RFD will conduct a study on alternative work schedules for the RFD within a year after the effective date of this Agreement. The RFD will provide the results of the study to the Union and provide the Union the opportunity to provide input.

Section 69.2: Changes to Work Hours

Per the CBO, the RFD has the authority to assign and schedule all bargaining unit employees. If the RFD exercises its right to change the work schedules, including shift start times, of bargaining unit employees, it shall provide the Union with at least 60 days advance notice and will negotiate with the Union over the effects of the proposed change.

Article 71: RFD Daily Minimum Staffing

Section 70.1: Recognition

The RFD and Union recognize that the RFD has the authority to establish and maintain staffing levels.

Section 70.2: Out-of-Service Notifications

Any time a company is placed out of service for the length of twelve hours or longer, the following notifications will be made:

- (a) The RFD will put the information regarding unit status on the Daily Situation Report by 1000.
- (b) The Assistant Chief or their designee shall immediately notify DECPR regarding any out-of-service companies and reflect the status in the Computer Aided Dispatch system. The notification shall, at a minimum, contain which company has been placed out of service.

Article 72: RFD Specialty Team Daily Minimum Staffing

The RFD shall publish, on a daily basis, Hazmat, Water Rescue, and Technical Rescue team staffing.

Article 73: RFD Maximum Consecutive Working Hours

Section 73.1: Maximum Number of Hours Worked

- The maximum number of hours an RFD employee may be mandated to work consecutively shall be 36 hours.
- RFD employees may voluntarily work up to 60 hours consecutively.
- It is understood that at times an RFD employee may be held over 36 hours consecutively if they are on an active incident prior to being relieved of duty.
 - The RFD will work to provide relief as soon as possible to all employees who are on active incidents and are scheduled to be relieved of duty.

Section 73.2: Extenuating Circumstances or Conditions

- RFD employees may be required to work additional hours beyond the maximum set forth in above if the Fire Chief determines that extenuating circumstances exist.
- Extenuating circumstances shall include, but are not limited to:
 - Civil Unrest;
 - Extreme Weather;
 - Natural Disasters; or
 - Acts of terrorism.

Article 74: RFD Shift Exchanges (Mutuals)

Section 74.1: Cost

Pursuant to 29 U.S.C. § 207(p)(3), the use of voluntary mutual shift trades shall not create any additional cost, through overtime or otherwise, to the Employer.

Section 74.2: Continuation of Service

It is the responsibility of the direct supervisor to ensure there is no disruption in service to any function of the RFD prior to approving any shift exchange requests. This includes, but is not limited to, ensuring minimum staffing for specialty teams, scheduled training, acting officer capabilities, driver capabilities, etc.

Section 74.3: Approval

The Employee requesting the shift exchange (the “Scheduled Employee”) must receive approval of his/her Battalion Chief.

Section 74.4: Documentation

Any requests for a shift exchange greater than four hours by an employee must be documented on an employer-approved digital form titled “Mutual Agreement.” The form shall include signatures from the Scheduled Employee, the Scheduled Employee’s direct supervisor, the Battalion Chief and the fire fighter agreeing to the shift exchange (the “Substituting Employee”). The form will be completed and signed at least one shift day prior to the beginning of the tour that is being exchanged.

Section 74.5: Limitations for RFD Employees

- (a) Shift exchanges shall be limited to sworn personnel.
- (b) The Substituting Employee must have equal or greater qualifications (officers may exchange shifts with officers and qualified acting officers, and DPO may exchange with DPOs and qualified firefighters) than those required for the Scheduled Employee’s shift.
- (c) Shift exchanges shall not be used to fill any position other than operational staffing.
- (d) Substituting Employees are subject to the Department’s rules, procedures, and policies regarding hours of work.

Section 74.6: Cancellations

- (a) **Ten calendar days or Greater from Exchange Date:** Either employee can cancel the scheduled exchange for any reason with written notification to the other party. This shall be done via City email and sent through the chain of command to have the exchange be removed from staffing.

(b) **Nine calendar Days or Less from Exchange Date:** The Scheduled Employee may cancel the work substitution any time until 24 hours prior to their scheduled shift, when practicable, via the City’s staffing system.

1. The Substituting Employee may request to cancel the work substitution by emailing the Scheduled Employee. The work substitution shall only be canceled if both parties agree to the cancelation. If the originally Scheduled Employee does not agree to cancel the substitution, then the Substituting Employee is responsible for the work hours.
2. If the Substituting Employee requests sick leave for the scheduled shift, they shall be debited leave in an amount equal to the substitution period. The originally Scheduled Employee shall not be affected.

Article 75: RFD Mandatory Overtime

Section 75.1: Preservation

The Mandatory Overtime Procedure 712, as in effect on July 29, 2022 will be maintained as is with the exception to the agreed upon changes in this article.

Section 75.2: Modifications

- Modify the first sentence of Section 712.2.3 to include: “unless working 24 hours will result in the Employee working 72 hours or more consecutively.”
- Modify Section 712.2.8 to say: “may do so by signing up for VMOT shifts on the staffing software.”
- Modify Section 712.3.1 first sentence to say: “ Exemptions will be granted in cases of extreme hardship.”

Section 75.3: Creation

A new Section, 712.6, “Mandatory Restrictions,” shall be added. The new Section shall read as follows:

- Section 712.6.1: Employees shall not be eligible for mandatory for the following:
 - To go above the number of positions than are regularly assigned to the shift they are being mandatoried on;
 - If the employee is on vacation or holiday leave the shift before or after their mandatory eligibility day.
- Section 712.6.2: If an employee runs four or more calls after 0000 hours the night prior to their eligibility date, the Staffing Officer will, upon the employee’s request, make reasonable efforts to place the employee at a less active station.

Section 75.4: Deletion

The following sections will be deleted from the procedure:

- Section 712.2.3: Employees may volunteer to work up to 72 hours if it is their scheduled mandatory overtime and if it is the need of the Fire Department.
- Section 712.2.4: The approved replacement will be recorded in VCS notes by the Battalion Chief indicating that the requested placement was approved.
- Section 712.4.3

Article 76: Hiring Overtime (RFD)

Section 76.1: Recognition

The City and the Union understand and recognize that the RFD sets and maintains minimum staffing levels. The parties further understand that minimum daily staffing will not always be met with on-duty employees. In such cases, the RFD will need to hire overtime to cover vacant positions. The process shall be fair and equitable for all employees, while also meeting the needs of the City.

Section 76.2: Process

The following process shall be used for hiring of all overtime by the staffing officer, or their designee:

- (a) Battalion Chiefs shall ensure all employees on any known scheduled leave are approved in staffing software at least two workdays prior to when they will be on leave.
- (b) The staffing officer shall hire in advance using employees voluntarily signed up for overtime. Example: If today is C-Shift, the staffing officer shall hire for the next day C-Shift is on duty.
- (c) Prior to hiring any employees for overtime, the staffing officer for that day shall work to identify all open vacancies. This shall include moving employees from companies that are over minimum staffing and relocating them to another assignment where they are needed. This shall also include reassignments to specialty teams.
- (d) Once an employee has been selected for voluntary or mandatory overtime, the RFD will consider the overtime worked as a regularly scheduled shift for that employee. The employee, both during and after the overtime shift, will be subject to the RFD's normal rules, procedures, and policies with respect to hours worked.
- (e) The Staffing Officer will check the voluntary mandatory sign-ups and hire any applicable personnel.
 - If an employee is signed up for voluntary mandatory and has elected either a 12 hour day or night tour, but that request is not available, they shall be removed from the voluntary mandatory sign-up list and returned to their original location in the mandatory list.
 - The Staffing Officer will use the mandatory list to fill vacancies as outlined in Article 75: RFD Mandatory Overtime.

Section 76.3: Hiring Priority for Regular Overtime

The following priority will be used for hiring employees for regular overtime:

- (a) Specialty Team personnel for all specialty team vacancies;
- (b) Rank (It is understood for the purpose of overtime hiring a Driver Pump Operator can be hired as a firefighter or DPO.);
- (c) Last date worked.

Section 76.4: Hiring Voluntary Overtime

Subject to the priorities described in Section 76.3, when hiring voluntary overtime, the Staffing Officer will, unless specific operational concerns dictate otherwise, hire personnel who have signed up for overtime in order from least recent to most recent overtime shift worked, according to the most current data available in the staffing software at the time of hiring. If the applicable staffing software has the capability, if a bargaining unit member who has signed up for overtime does not accept the overtime shift, their name will be moved to the bottom of the last-hired list, as if they were hired on that date.

Section 76.5: Hiring Priority for Voluntary Mandatory Overtime

The following priority will be used for hiring employees for voluntary mandatory overtime:

- (a) Specialty team minimum staffing;
- (b) Last date worked.

Subject to the priorities described in Section 4, when hiring voluntary overtime, the staffing officer will, unless specific operational concerns dictate otherwise, hire personnel who have signed up for overtime in order from least recent to most recent overtime shift worked, according to the most current data available in the staffing software at the time of hiring. If the applicable staffing software has the capability, if a bargaining unit member who has signed up for overtime does not accept the overtime shift, their name will be moved to the bottom of the last-hired list, as if they were hired on that date.

Section 76.6: Hiring Priority for Mandatory Overtime

The following priority will be used for hiring employees for mandatory overtime:

- Using the mandatory list starting with the employee highest on the list.

Section 76.7: Notification

When the staffing officer becomes aware that mandatory will be activated, or not activated, they may notify DECPR to alert the stations of the respective need or no need for mandatory overtime. Any employee who is not hired for voluntary mandatory or mandatory overtime by 0800 shall not be obligated to accept any assignment for that tour.

Section 76.8: Labor Management Committee

The LMC will meet on or before December 31, 2024, and additional times if desired by both the Union and the City, with the intention of developing a side letter regarding the policies and procedures implementing the system described in this Article.

PROMOTION AND TRANSFER PROVISIONS

Article 77: Transfers

All RFD vacancies for bargaining unit positions, including positions that are classified as 40-hour employees, will be filled through RFD Policy 1048, Employee Assignment Policy as in effect on May 19, 2023.

Article 78: Promotional Process

Section 78.1: Recognition

This Article will be used to establish eligibility lists for promotions to the ranks of Driver Operator, Fire Lieutenant, and Fire Captain.

Section 78.2: Applicant Requirements

Employees may only apply for a position for which they qualify.

Section 78.3: Promotional Process Announcement

Announcements for promotional examinations shall be posted on the City's website and announced via City email at least 60 days in advance. Applications received after the closing date will not be considered.

Human Resources shall notify all employees via City email on the date the process opens, if not sooner.

Section 78.4: Application Process

Employees may contact the Human Resources Business Partner in the RFD to confirm submission and status of their application through the City's application portal.

Section 78.5: Time Off for Exam

Employees taking any promotion exam will be given the time off, with no charge to their leave, to attend all parts of the examination.

Accrued leave to receive the night tour (2000-0800) off shall not be unreasonably denied to employees on duty the shift prior to the exam date. If such leave is available, it can be provided to employees who request it, on the basis of seniority.

Section 78.6: Candidate Eligibility

Upon successful determination of eligibility, employees will receive a filing number and test date. For confidential purposes the filing number will not contain any parts of the applicant's employee number or SSN.

Section 78.7: Contesting Results

Employees wishing to contest the results of the written test must do so by the date set by the RFD.

On the date in question, the RFD will provide all reference material necessary for employees to contest test results.

Section 78.8: Oral Interview

The oral interview shall be given by a multi-member panel whose composition shall be determined by the RFD.

No member appointed to the oral interview by either side shall have any direct family relationship to any employee participating in the examinations.

The RFD shall make all reasonable efforts to ensure that all members serving on the oral interview panel shall remain the same for the entirety of the process.

Section 78.9: Promotional Eligibility List

A list shall be compiled of all scores ranking the passing score to the lowest score. This shall be called the “Promotional Eligibility List.”

Section 78.10: Notification of Scores

All employees will be notified of their final score and their relative standing if they received a passing score.

Employees may review their results with the testing company.

The Promotional Eligibility list may be extended at the request of the Fire Chief and with the approval of the Director of the City of Richmond Human Resources in six-month increments, up to two times, not to exceed two year total.

Section 78.11: Probationary Period

An employee shall serve a probationary period of 12 months. If during that period the employee fails to perform satisfactorily the duties of the new position, they will be permitted to return to their original position without any loss of seniority.

During the probationary period the employee may request to be returned to their former position. The return date shall be determined by the Fire Chief or their designee.

SAFETY AND HEALTH PROVISIONS

Article 79: Station Alerting

No open audio will be broadcasted on station alerting systems unless any of the following criteria are met, at which time a single alert tone will be broadcast with the important/emergency message:

- (a) An incident is dispatched for a unit located at that station;
- (b) Any working incident is declared;
- (c) A two alarm or greater incident is declared;
- (d) Inclement weather alerts; or
- (e) Any other emergency informational messages deemed necessary.

Article 80: Rapid Intervention and Mayday Manual

Section 80.1: Implementation

RFD will implement the Rapid Intervention and Mayday Manual.

Section 80.2: Timeline

Implementation will be completed within six months of the ratification of this Agreement absent extenuating circumstances.

Article 81: Station Fire and Carbon Monoxide Detection Systems

The City will conduct a study in FY 2025 on the fiscal impact and feasibility of installing monitored fire alarm systems and carbon monoxide detectors. The City will share the results of the study with the Union within 15 days of submission of the final study and will subsequently meet with the Union's leadership to discuss the study results.

Article 82: Fire Station Security

Section 82.1: Security System

The City shall study the following security system enhancements to fire stations and provide the results of the study to the Union no later than March 1, 2026:

- Security cameras with the capability to view all sides of the building and parking areas;
- Electronically-secured entry doors compatible with entry with a city ID; and
- Remote bay door control by the DECPR.

Section 82.2: City's Authority

The City shall have the authority to install any or all of the systems in Section 1 above, during the term of this Agreement without engaging in negotiations with the Union.

Article 83: Mental Health Assessments

Section 83.1: Mental Health Assessments

Each member of the bargaining unit shall be scheduled annually to meet with a certified counseling service while on duty.

Section 83.2: Confidentiality

All identifying information discussed during these sessions shall remain confidential.

Section 83.3: Comprehensive Report

The City will request a comprehensive report identifying common themes and trends at least one time during the life of this Agreement from the counseling service and will provide the report to the Departments and the Union. No identifying information shall be included. If additional reports are created, the City will provide copies to the Union.

Article 84: Fire Department Physicals

The City will continue to provide physicals at least compliant with the most current version of NFPA 1582 and all applicable OSHA regulations for RFD bargaining unit employees. All costs associated with the annual examination/evaluation shall be paid for by the City.

Article 85: Drug and Alcohol-Free Workplace

Section 85.1: Policy

The City and the Union recognize that on-the-job drug use or impairment by employees is a threat to the public welfare and the safety of RFD and DECPR personnel. Employees are prohibited from

manufacturing, possessing, using, or being under the influence of alcohol or controlled substances at the City's work sites and/or while an employee is on duty. Marijuana is defined as a controlled substance for purposes of this Agreement, regardless of whether the marijuana was prescribed, manufactured, or distributed for medical or recreational purposes. Employees likewise are prohibited from use, whether improper or as prescribed, of prescription drugs that impair their ability to work safely.

Section 85.2: Testing

- A. Employee Testing: All employees shall be subject to drug testing and reporting as set forth in the City's Substance Abuse Policy dated July 1, 2021.
- B. Confidentiality: The City will be required to keep the results confidential, and they shall not be released to the general public. Release of such records pursuant to a court order, subpoena, compliance with applicable law, or during the course of an administrative hearing shall not be considered a release to the general public, nor shall the City's internal use of such results (including but not limited to the dissemination of such results to supervisors, investigators, management or the City Attorney) be considered a release to the general public.
- C. Changes in Testing Procedures: The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will meet to discuss any potential changes that impact testing procedures.

Section 85.3: Right of Appeal

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other City action under the terms of this Agreement may be grieved or otherwise subject to challenge.

Section 85.4: Conflict with other Laws

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or Local statutes.

Article 86: Cancer Screenings

The City shall provide annual cancer screenings for all RFD bargaining unit employees from a certified provider as determined by the City.

Article 87: Incident Rehabilitation and Decontamination

Section 87.1: Feasibility Study

During the life of this Agreement, the City will conduct a study to determine the cost and feasibility of providing incident rehabilitation services with RFD personnel.

Section 87.2: Post Incident

The RFD will coordinate a reasonable decontamination period for all companies that were engaged in a declared working incident or working fire so that members can shower and decontaminate their equipment from the previous incident.

Article 88: Hazardous Building Conditions

The RFD will work with the Union through the LMC to develop a procedure for when incidents involving hazardous building conditions occur.

Article 89: Extreme Weather (RFD)

Section 89.1: Extreme Weather Conditions

The following shall be recognized as extreme weather conditions:

- (a) Any area of the City under Tornado Warning;
- (b) Any area of the City under Thunderstorm Warning;
- (c) Any area of the City under Hurricane Warning;
- (d) An air quality index of 151 or greater; and
- (e) Anytime there is freezing rain or sleet falling.

Section 89.2: Cessation of Activity

Any activity that is not directly involved in incident response shall cease or be cancelled if any of the above conditions are met. This includes but is not limited to the following:

- (a) Smoke detector canvassing (except in connection with a death caused by fire); and
- (b) Community walks or event attendance.

BENEFITS PROVISIONS

Article 90: Life Insurance

The City will continue to offer bargaining unit employees a life insurance plan with automatic deductions.

Article 91: Retirement

- (a) Retirement benefits for bargaining unit employees enrolled in all plans within the Richmond Retirement System shall remain equal to or greater than the benefits offered in Fiscal Year 2024 for the life of this Agreement.

- (b) Required retirement contributions for bargaining unit employees enrolled in all plans within the Richmond Retirement System shall remain equal to or less than the contributions required in Fiscal Year 2024 for the life of this Agreement.
- (c) The parties agree that they will initiate negotiations on this article for the successor contract beginning no later than July 1, 2025. Such negotiations will include actuarial studies and exploration of implementation of cost-of-living adjustments and increasing the retirement multiplier. The parties agree to equally share the costs of any actuarial study.

GRIEVANCE, DISCIPLINE AND INVESTIGATION PROVISIONS

Article 92: Disciplinary Appeals

Section 92.1: Legal Basis

The CBO Sec. 2-1301.4 states that the City retains the exclusive right to “...suspend, demote, discharge, or take other disciplinary action against in employees for just cause in accordance with applicable law and regulations, except that procedures to challenge such decisions shall be negotiable to the extent consistent with state law.”

This Article is intended to carry out the provision in that Section regarding “procedures to challenge” the Departments’ decisions to discipline employees. The terms of this Agreement do not abridge the City’s right to discipline employees and employees have no recourse under the terms of this Agreement except to access the procedures described herein.

Section 92.2: Right to Union Representation in Disciplinary Grievances

The employee will have the right to have a Union representative present at all stages of the disciplinary grievance procedure. Beginning with Step 3, the employee may also have counsel present. If the employee has counsel present, the City may also elect to have counsel in the meeting. The Union representative must conform with the requirements set forth in Article 14 of this Agreement.

Section 92.3: Disciplinary Appeal Steps

Administrative Regulation 5.19, Grievance Policy for Classified Service, as in effect on July 1, 2023, will remain in effect except as provided herein.

Section 5.19(III)(A)(4) will be replaced with the following language:

Step Four- If the decision of the Chief Administrative Officer or designee does not resolve the grievance the complaint is still grievable, the grievant may appeal such decision to an Administrative Hearing Officer (“AHO”) as provided for in Va. Code § 15.2-1507. Every Step Four appeal shall be directed to the Department of Human Resources and shall be filed within 15 calendar days after receipt of the Chief Administrative Officer or designee’s decision.

- (a) On receipt of the Step Four appeal, the Department of Human Resources will request from the Federal Mediation and Conciliation Service (“FMCS”) a list of seven arbitrators from the FMCS’s “Sub-Regional” pool of arbitrators. The parties will then alternately strike from the list until only one arbitrator remains, who will then preside over the case as the AHO. The party striking the first name will be chosen by random method.

(b) The matter will proceed before the AHO as follows:

1. Hearings will be held in person except that the Arbitrator will have authority to conduct preliminary, non-evidentiary, matters via remote means.
2. Each party may be represented by counsel.
3. The City and the Union will equally share the AHO's fees. If either party chooses to have a court reporter transcribe the proceedings, that party will pay that cost. The parties may jointly agree to share the cost of a court reporter and transcript.
4. The AHO's ruling will be final and binding as if it was issued as result of the pre-existing City grievance procedure.
5. If within 15 days of the AHO's decision, there is a question of whether the relief granted by the AHO is consistent with the City's written policy, the CAO will fulfill the requirements of Va. Code § 15.2-1507(A)(10)(a)(7) by determining if the relief granted is consistent with written policy.

Article 93: Contract Dispute Resolution Process

Section 93.1: Recognition

The parties recognize that employees and the City are entitled to file and seek resolution of contract disputes under the provisions of the negotiated procedure below. The parties agree not to interfere with, restrain, coerce, or engage in any reprisal against a bargaining unit employee or Union representative for exercising rights under this Article.

Section 93.2: Definition

The term "Dispute" means any dispute between the City and the Union concerning the meaning, administration, interpretation, and/or application of this Agreement. Only allegations that there has been a violation, misapplication, or misinterpretation of this Agreement shall be filed under the provisions of this Contract Dispute Process. Except as otherwise provided for in this Agreement, Disputes under this Article shall not include challenges to the City's disciplinary actions against an employee, including but not limited to, reprimands, transfers, demotions, suspensions, or dismissal of an employee.

To the extent an employee's contract dispute also qualifies as a Grievance under Administrative Regulation 5.19, the employee must affirmatively elect to file a contract dispute or a Grievance under Administrative Regulation 5.19. The employee's decision shall be binding and irrevocable. That is, when an employee elects to pursue a contract dispute remedy under this Article, then the employee is effectively waiving any right the employee may have to pursue the matter as a Grievance under the Grievance Procedures guaranteed by Va. Code § 15.2-1507 as set forth in Administrative Regulation 5.19.

Section 93.3: Filing A Dispute

When filing a Dispute, the filing party should include at least the following information:

- (a) A statement of facts;
- (b) A statement of what sections of the Agreement that the City violated; and
- (c) The remedy sought.

Section 93.4: Process

Disputes shall be settled in the following manner:

Step 1. An employee may submit a Dispute in writing to the employee's immediate supervisor within 20 calendar days after the date of the incident giving rise to the Dispute or after the date the employee knew or should have known of the facts giving rise to the Dispute, whichever is sooner. The Union and the aggrieved employee(s) shall meet with management to discuss the Dispute within 14 calendar days after submission of the Dispute. Management will issue its decision on the Dispute within 14 calendar days after the Step 1 meeting.

Step 2. If the Dispute is not settled at Step 1, the filing party may submit the Dispute to the Fire Chief or the Fire Chief's designee for RFD employees within 14 calendar days of the Step 1 decision. DECPR employees may submit the Dispute to the Deputy Director of Operations. The Union and the aggrieved employee(s) shall meet with management to discuss the Dispute within 14 calendar days of the Fire Chief's receipt of the Step 2 Dispute. The Fire Chief (or their designee) or DECPR Deputy Director will issue a Step 2 response within 14 calendar days after the Step 2 meeting. Disputes initiated by the City shall be initiated at Step 2 and be submitted to the Union President.

Step 3. If the Dispute is not settled at Step 2, the filing party may submit the Dispute in writing within 14 calendar days of the Step 2 decision to the City's Director of Human Resources or their designee. The Union and the aggrieved employee(s) shall meet with the Director of Human Resources to discuss the Dispute within 14 calendar days after receipt of the filing party's Step 3 appeal. The Director of Human Resources shall render a written decision within 14 calendar days after the Step 3 meeting.

Step 4. If the Dispute is not resolved at Step 3, the Union or the City may submit the Dispute to arbitration by notifying the other party, in writing, of an intent to submit the grievance to arbitration within 14 days of the Step 3 decision. The arbitration process is set forth in the following section.

Section 93.5: Arbitration

- (a) The party invoking arbitration will request a panel of seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The panel will draw from the FMCS's "sub-regional" pool and will only include members of the National Academy of Arbitrators. The parties shall, within 15 days of receipt of the panel, select an arbitrator through strikes with each Party striking one name on the list until just one name remains. In all cases, the City shall make the first strike from the arbitrator panel.
- (b) The parties shall make every effort to schedule arbitration of the matter as expeditiously as possible. The Parties will provide witness lists to each other at least five business days prior to a scheduled arbitration hearing.
- (c) The arbitration hearing will be held, if possible, at a mutually agreeable location, during regular day-shift hours on a regular business day. The decision of the arbitrator will be final and binding upon both parties.

- (d) Arbitrators shall have no power to add to, detract from, or alter in any way the provisions of this Agreement. The jurisdiction and authority of the arbitrator shall be confined exclusively to the interpretation of the express provisions of this Agreement. The Arbitrator shall not hear more than one contract dispute at a time without the mutual consent of the parties. The written decision of the arbitrator shall be final and binding on both parties and all affected bargaining unit employees including the aggrieved employee(s).

Section 93.6: Timeline

The City, the Union, and any bargaining unit employees filing Disputes must adhere to the timelines set forth above. Failure of the filing party to meet the timelines set forth above shall result in the withdrawal of the grievance. If the responding party does not provide a response or fails to meet within the required time limits set forth herein at Steps 1 or 2, the filing party may appeal to the next step of the contract dispute procedure in accordance with the timelines set forth above. If the responding party does not provide a response or fails to meet within the required time limits set forth herein at Step 3, the filing party may wait for the response or appeal to the next step of the contract dispute procedure. In such circumstances, at Step 3, the time to appeal the dispute to arbitration shall be tolled until the responding party provides a response. The parties may mutually agree in writing to extend or waive any time limits under this Article.

Section 93.7: Defense

The responding party is required to raise any procedural and/or arbitrability defenses no later than 30 days prior to the arbitration hearing. If the responding party raises any procedural and/or arbitrability defenses, the arbitrator shall conduct a single arbitration on both the procedural/arbitrability issues and the substance of the dispute, in order to avoid unnecessary delay and cost of holding two hearings. The arbitrator shall address both the procedural/arbitrability issues and the substance of the grievance in a single decision.

Section 93.8: Providing Information

The City shall, upon request, provide the Union with necessary information to aid in resolving and/or presenting specific grievances insofar as permissible without violating laws or regulations. The information shall be provided to the Union at no cost to the Union.

Section 93.9: Cost Sharing

All expenses involved in the arbitration proceedings (i.e., arbitrator fees and arbitrator hearing transcripts) shall be equally shared between both parties. However, expenses relating to the calling of witnesses shall be borne by the party at whose request such witnesses are required.

Section 93.10: Time Spent

At any arbitration hearing, any time spent during working hours by bargaining unit employees serving as witnesses or representatives shall be considered Union Leave Hours. The City may, with the assistance of the Union, adjust the regular work schedules of witnesses and representatives so that the employees' regularly scheduled hours coincide with the hearing schedule.

Section 93.11: Identical Disputes

If multiple bargaining unit employees file identical Disputes, the Union, at its election, may decide, at any time between the filing of the Dispute and invocation of arbitration, to consolidate the grievances for presentation and representation by the Union.

Section 93.12: De Minimus Time

Employees may use de minimus (i.e., no more than 15 minutes) amounts of time per day during working hours to prepare and present Disputes. Such time may not disrupt RFD or DECPR operations or impede the employee's official duties.

Section 93.13: Remedy

If at any time during the Dispute procedure, the responding party grants in full the remedy sought in the Dispute, the Dispute shall be considered resolved.

Article 94: Employee Rights During Investigations

Section 94.1: Scope

The provisions of this section shall apply whenever a bargaining unit employee is subjected to a fact-finding interview that could lead to discipline. Nothing in this Article shall be construed to prohibit the informal counseling of an employee by a supervisor in reference to a minor infraction of policy or procedure that does not result in disciplinary action being taken against the employee.

Section 94.2: Investigations

Investigations will be conducted in accordance with currently applicable policies, except as provided in this Article.

- (a) **Notification of Investigation Provided to the Employee.** Prior to a fact-finding interview which could lead to discipline, the investigating official shall provide the employee an Investigative Warning (attached as Appendix B). The notification will include an advisement of the employee's right to Union Representation. If such notifications are not provided, the employee may decline to answer any questions. It is the employee's responsibility to obtain, if desired, Union representation.
- (b) If a recording of any fact-finding interview is made or if a transcript of the fact-finding interview is made, the employee shall be entitled to a copy of the recording and/or transcript without charge. Such records may be electronically provided. Nothing in this Article requires the City to create any recording or transcript of any fact-finding interview. Employees may not use any kind of personal recording device to record or transcribe the interview.
- (c) All fact-finding interviews shall be conducted at a reasonable time of day, preferably when the employee is scheduled to be on duty, unless the matters being investigated are of such a nature that immediate action is required. If an employee is required to attend a fact-finding interview outside of their scheduled hours of work, the City will compensate the employee for such time.

- (d) Fact-finding interviews shall be of reasonable duration, and the employee shall be permitted reasonable periods for rest, private caucuses with their Union Representative(s), and restroom breaks.
- (e) Any confidentiality imposed on an employee during an investigation shall not prevent the employee from discussing the investigation with the employee's Union representative and/or attorney.
- (f) If, during a fact-finding interview, it becomes apparent to an employee serving as a witness, for the first time, that discipline could arise, the City is required to stop the interview, at the employee's request, and provide up to 24 hours for the employee to obtain a Union representative.
- (g) No employee shall be discharged, disciplined, demoted, denied promotion or seniority, or otherwise disciplined or discriminated against in regard to their employment, or be threatened with any such treatment as retaliation for his exercise of any of the rights granted or protected by this Article.

Section 94.3: Right to Union Representative

- (a) Employees shall be afforded the right to have a Union representative present in accordance with CBO Sec. 2-1301.11(6).
- (b) The City will delay the fact-finding interview for up to 24 hours to permit the employee the opportunity to arrange for the attendance of a Union Representative.
- (c) In no case shall a Union Representative be present or participate during any investigation if that Union Representative is involved as either the subject or a witness in the fact-finding. In any situation in which a Union Representative is disqualified for that reason, the employee to be interviewed shall be offered the opportunity to have an alternative Union Representative present during the fact-finding interview. A Union Representative who attends a fact-finding interview shall be bound by the same confidentiality restrictions as the employee being interviewed.
- (d) The Union Representative may not disrupt the interview of the employee. Disruptions include purposeful acts to interrupt, hinder, or delay an interview, including directing an employee not to answer questions. This does not include allowable breaks during the investigation. The Union Representative may ask clarifying questions of the employee at the end of the interview.
- (e) The City will not require employees serving as Union Representatives to disclose information provided to them by another bargaining unit employee while they were serving in a representational capacity, and/or any advice they may have provided to that employee, unless the confidentiality of any such representational conversation has been waived by the employee involved or unless disclosure is required by law, rule, regulation, or other appropriate authority.

- (f) The Union Representative(s) must also be allowed to speak privately with the employee before the examination.

DECPR PROVISIONS

Article 95: DECPR Written Authority

DECPR policies, procedures, and guidelines shall be stored in a single access point database.

Article 96: DECPR Uniform Standards

Section 96.1: Uniform Standards

- (a) DECPR employees will wear business casual attire during work hours.
- (b) Business casual is defined as the following attire:
 - 1. Slacks, pants, chinos, khakis, denim jeans (not faded, not ripped, and in good condition);
 - 2. Shirts (collared for men), polo shirts, sweaters and turtlenecks are acceptable;
 - 3. Casual dresses and skirts with modest hemlines (miniskirts and spaghetti straps are not acceptable);
 - 4. Closed-toed shoes, including loafers, boots, flats and leather casual shoes are acceptable (flip flops and sandals are unacceptable).
- (c) Employees seeking an accommodation from DECPR dress code requirements should contact Human Resources.

Section 96.2: Proper Identification

- (a) A City identification badge will be provided to all City of Richmond employees.
- (b) A DECPR photo badge will be provided to all employees and will be worn on the employee's person at all times.
- (c) All DECPR personnel will positively respond to requests to view their agency identification.
- (d) The Operations Manager will be the contact person for replacement identification badges.

Article 97: DECPR Performance Measurements

Section 97.1: Preservation

DECPR Policy 1-31 for Agency Performance Measurements shall remain in effect as written as of August 13, 2018 except for the agreed-upon changes below.

Section 97.2: Additions

Section III-E

- (a) Agency Performance Measurements shall be available to view by the public on a non-restricted website that is accessible outside of the City's network.

- (b) Abandoned call data will be published on DECPR's website on a monthly basis. Abandoned calls are defined as any 911 call that is received at the ECC but disconnected after 15 seconds without being answered.

Article 98: DECPR Training

DECPR will continue to abide by all DCJS requirements with respect to on-the-job training.

Article 99: DECPR ECC Breaks

Section 99.1: Recognition

Bargaining unit employees who are working in the ECC are entitled to regular breaks throughout the course of their shift, to decrease the stress of the job and to maintain a healthy work environment.

Section 99.2: Normally Scheduled Shifts

Bargaining unit employees on their normally scheduled shift shall be granted:

- (a) One hour of unpaid time for a lunch break.
- (b) Three 15-minute paid breaks to be used at appropriate times coordinated with the on-duty supervisor throughout the shift.
- (c) Paid time for personal relief, that shall not be counted against the 15 minutes for their paid break.

Section 99.3: Overtime Shifts

Employees working overtime shall be granted:

- (a) One hour of unpaid lunch break, if requested by the employee, during a shift of eight hours or more.
- (b) One 15-minute break for every 4 hours worked by the employee.
- (c) Paid time for personal relief, that shall not be counted against the 15-minute break times.

Article 100: DECPR Scheduled Leave

Section 100.1: Scheduled Annual Vacations

Scheduled vacation selections shall begin after November 1 of each year. Employees will make their annual selections in decreasing order of seniority. Employees will make their selections on their assigned platoon. Employees will have three opportunities to select annual vacation leave. Employees must select vacation in consecutive blocks of time in amounts equal to their regularly scheduled shift. The total amount of leave for all three selections may not exceed the total amount of vacation leave that the employee will earn during that year. Employees have 24 hours to make their annual vacation pick selection. The total amount of an employee's leave balance (excluding sick leave) as of December 31, and any additional vacation time which will be earned by the time of the pull, may be requested. Supervision will enter annual vacation pulls into the scheduling application after determining there are no discrepancies.

Leave requests will be denied for employees who do not have appropriate leave time to take the requested time off. The application will automatically email the cancellation to the employee, employee's direct supervisor, and one level up the chain of command.

Section 100.2: Leave Requests

Leave requests for time not submitted through the scheduled vacation process will be entered into the scheduling application for supervisory approval. When multiple employees submit time for the same day, leave will be granted first by date and time submitted and second in seniority order. Time off for meetings, training, or special scheduling requests will be handled by the employee's supervisor.

Supervisory personnel will approve or deny any leave requests within four calendar days. The scheduling application will automatically notify the employee of the approval or denial.

Article 101: DECPR Leave

Section 101.1: SOP

The parties will continue to follow SOP ADMIN 1-06, dated February 19, 2021, except as modified below.

Section 101.2: Scheduling Request

All leave requests (including vacations, sick leave, etc.) will be submitted through the scheduling application. The application will automatically email the requests to the employee, the employee's direct supervisor, and one level up the chain of command.

Employee Responsibilities:

- (a) The employee will verify that their leave balance is adequate for the time requested when a leave request is made.
- (b) Once vacation time is scheduled, the employee is required to maintain the necessary amount of leave time to cover the vacation request, or their vacation will be canceled because of inadequate leave.
- (c) In planned extended leave situations or special circumstances (i.e. FMLA, birth of a child, etc.), the employee will submit all necessary paperwork for approval.

Section 101.3: Vacation Leave

Vacation leave will be administered in accordance with Administrative Regulation 4.8.

Section 101.4: Holiday Leave

- (a) All bargaining unit employees receive 11.5 hours of leave for each City Holiday, provided their daily shift is scheduled for at least 11.5 hours.
- (b) For all other purposes, holiday leave will be administered in accordance with Administrative Regulation 4.8.

Section 101.5: Sick Leave

- (a) Sick leave will be administered in accordance with Administrative Regulation 4.8.
- (b) Employees shall mark off with a supervisor at least one hour prior to the start of their next assigned shift and shall mark off each day they are off duty due to illness. Employees shall mark back on duty with a supervisor not less than one hour prior to the start of their next assigned shift.
- (c) If an employee exhausts their accrued sick time, the DECPR shall use any accrued holiday credit or vacation hours before placing the employee on leave without pay. The employee shall notify the Deputy Director of Operations in writing regarding what type of leave the employee wishes to use after their sick leave is exhausted.

Section 101.6: Bereavement Leave

- (a) All bargaining unit employees receive 11.5 hours of leave for bereavement, provided their daily shift is at least 11.5 hours.
- (b) For all other purposes, bereavement leave will be administered in accordance with Administrative Regulation 4.8(I).

Section 101.7: Civil Leave

Civil leave will be administered in accordance with Administrative Regulation 4.8.

Section 101.8: Leave without Pay

When an employee has exhausted all applicable leave, it is at the discretion of the Director or designee to approve or deny leave without pay. All requests for extended leave without pay should be submitted in the form of a To-Thru memo to the Director of Emergency Communications.

- (a) The memo should include the reason for the request and the duration of the time requested.
- (b) Confidential medical information should not be described in the content of this memo.
- (c) Any supporting documentation can be submitted directly to the Human Resources Business Partner.

The Appointing Authority or designee may impose leave without pay pending disciplinary review or investigation.

Article 102: DECPR Care and Maintenance of Equipment

DECPR will provide and maintain the following equipment for personnel in the ECC:

- (a) Two refrigerators;
- (b) One oven with stove top;
- (c) One microwave;
- (d) One ice machine;
- (e) One sink;
- (f) Sufficient cabinet space for plates and cups;
- (g) One coffee machine;
- (h) A recliner and a couch for employees to rest;
- (i) Headsets for all personnel;
- (j) Adjustable standing desks for every position;

- (k) Ergonomic chairs for the operations floor;
- (l) Computer-aided dispatch system; and
- (m) Wireless internet that is accessible by employee's personal devices.

Article 103: DECPR Shift Differential

DECPR employees working the majority of their hours after 1700 shall be compensated at an additional hourly rate of \$1.00 per hour for all hours worked during that time period.

Article 104: DECPR Mutuals

Section 104.1: Employee Shift Switching

Employees may switch scheduled workdays with other employees. The following guidelines apply for employee shift switching:

- Forty-eight hours' notice is required for approval of shift switches. The switch must have the approval of the affected supervisors and be noted in One Note.
- Misuse of shift switches may result in the restriction or revocation of this privilege on an individual basis.

Section 104.2: Procedure

The employee requesting the mutual will email the other party who is taking their shift the hours they would like to switch. The receiving party will then agree in writing to the mutual and will forward the email to the affected ECAS and Emergency Communications Supervisor ("ECS").

Article 105: DECPR Tour of Duty

DECPR has determined that ECC employees will generally be assigned 11.5-hour shifts with rotating days off, with the exception of employees assigned to Training and Operations Support Units.

The City reserves the right to change the ECC schedule as needed. Prior to implementing any change in schedule, the parties will negotiate the effects of any such change.

Section 105.1: Voluntary Overtime

- (a) All requests to volunteer for overtime shall be entered into payroll/scheduling software by the employee. Overtime assignments will normally be approved on a "first come – first served" basis. The DECPR reserves the right when there is a limited amount of available overtime to make necessary adjustments to provide for an even distribution of available time slots.
- (b) The list of overtime slots will be made available to all Emergency Communications Officers ("ECO") during the first week of the month, two months prior to the dates in question (e.g., overtime for January must be made available on November 1).
- (c) Voluntary overtime shall be available for all employees for 14 days from the first of the month.

Section 105.2: Scheduled Mandatory Overtime

- (a) Mandatory overtime will be assigned on or before the first of the month prior (e.g., mandatory overtime for January can be assigned any time after November 14 but must be submitted before 2359 on December 1.)
- (b) Mandatory overtime will be evenly distributed by the shift ECS, or the staffing coordinator, based on volunteer hours worked.
- (c) If there is a significant staffing difference between platoons the ECS may consider temporary reassignments.
- (d) Scheduled mandatory overtime shall be paid at the rate of one and one half times the employee's regular rate of pay.

Section 105.3: Mandatory Hold Overs

- (a) In addition to scheduled mandatory overtime, unforeseen circumstances may necessitate keeping employees after their shifts, or to require them to report early for their next shift (e.g., employees marking off sick, extreme weather events, large scale incidents).
- (b) The DECPR should make every effort in order to not hold over staff. This includes contacting off duty ECC personnel and attempting to find volunteers to take the hours.
- (c) If no volunteers are found, ECOs may be mandated to stay after their shift, or to come in four hours earlier the next scheduled shift day.
- (d) Employees who are subject to mandatory overtime hold overs must be notified one hour prior to the overtime starting absent extenuating circumstances (e.g., holding over a day shift employee from 1930-2300, they must be notified by 1830).
- (e) If the employee being mandated has not had a one-hour lunch break that shift, the ECS will make reasonable efforts to provide the employee the opportunity to take a lunch break before starting the mandatory hold over.
- (f) Employees who are mandated to stay over or to come back early are to be paid at the applicable rate of pay.

Section 105.4: Maximum Working Hours

- (a) Employees may not engage in overtime for more than 16 hours in any consecutive 24-hour period.
- (b) DECPR members must be provided with at least eight hours for rest following the 16-hour period prior to reporting for their next regular assignment.
- (c) If a member is mandated to work a 16-hour shift, they must have 24 hours off work before being able to be mandated another 16-hour shift absent extenuating emergency circumstances.
- (d) DECPR members shall have at least one full weekend off per month.

Section 105.5: Canceled Mandatory Overtime

- (a) After scheduled mandatory overtime has been submitted, there exist times where staffing levels will bring personnel above the minimum staffing level.
- (b) When this occurs, the Department will contact all employees who are scheduled to work mandatory and offer to cancel the assignment.
 - 1. If the employee is notified with less than one hour's notice, they shall be paid 2 hours of the employee's base rate of pay.

2. If DECPR is only able to cancel some of the mandatory assigned members, they shall first cancel the members who have worked the most mandatory overtime in the past two weeks. The list of members who have worked the most mandatory overtime shall be kept by ECAS personnel and shall be available to be viewed at the request of a Union representative.

Article 106: DECPR Shift Bids

Employees will have the opportunity to bid for the permanent shifts they would like to work on. Bids will be handed out to employees in roll call, with a written list of shifts available. Bids will be handed out at least two weeks prior to September 1, and are due on October 1. Employees will be given the shifts of their choice based on seniority and skill set. Reassignments based on the shift bids will be effective on the first pay period of the following calendar year.

Article 107: DECPR Temporary Transfers

Temporary transfers (also referred to as transfers) will be impartial and in the DECPR's best interest.

- (a) An employee is eligible to be temporarily transferred if the employee meets the requirements for the position to which they are transferred. The employment status of an employee shall not be affected by a temporary transfer. No change in evaluation date, seniority, or leave credits shall be made upon temporary transfer.
- (b) **Medical Exception:** On rare occasions employees may be assigned based upon reasonable medical accommodation. However, medical accommodation will be done in concurrence with the Department of Human Resources.
- (c) Employees requesting temporary transfer requests across shifts within the DECPR shall submit a letter through the chain of command with "Transfer Request" as the subject line to the Director. The Director or their designee has the discretion to grant or deny the transfer request or exemption request. Denials will be provided in writing, stating that the employee was denied their request and providing a reason for the denial.
- (d) Temporary transfers will occur for a maximum of nine months, or until the next shift rebid occurs, whichever is sooner. At that time the employee will have the opportunity to choose to return to their original shift or keep their new assignment permanently.

Article 108: DECPR Rank And Promotion Requirements

Section 108.1: Rank Classification

DECPR will produce a list of the job classifications, including prerequisites, of all members of the bargaining unit and will make the list available to be viewed by employees and the Union.

Section 108.2: Promotion Requirements

DECPR will provide employees the opportunity to attend necessary training that are prerequisites for advancement to the next classification.

Article 109: DECPR Complaints and Investigations

Section 109.1: Preservation

DECPR Policy 1-14, Complaints and Professional Standards Investigations, as in effect on August 8, 2022, shall remain in effect as written with the exceptions stated below.

Section 109.2: Amendments

Section III-B-4

- The Deputy Director of Operations or designee will notify the complainant every 30 days, concerning the status of their complaint by phone or mail.

Section III-D-3

- Removal of polygraph examination.

MISCELLANEOUS PROVISIONS

Article 110: Effect of Agreement

Section 110.1: Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter properly within the definition of Collective Bargaining within the CBO and that understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the parties agree that the other shall not be obligated, except as otherwise provided for in this Agreement, to bargain collectively with respect to any subject or matter covered in this Agreement. It is further agreed that the terms of this Agreement can only be added to, amended, or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized representatives. The parties agree that they may enter into mutually acceptable side letter agreements to clarify provisions of this Agreement during its term.

Section 110.2: Notice

The City recognizes that pursuant to the CBO, it has an obligation to bargain over any changes to wages, benefits, or terms and conditions of employment applicable to bargaining unit employees that are not covered by this Agreement. In the event the City desires to change any such matter, it shall provide the Union at least 14 business days' advance notice. The Union may request to bargain over the matter consistent with the requirements of the CBO. If the Union fails to request to bargain over the change within 10 business days of receipt of the advance notice, the City may implement the proposed change without bargaining.

Section 110.3: Conflict with law

If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law or court decision, such term or provision shall continue in effect only to the extent permitted by such law or court decision. If any term or provision of this Agreement is found

to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Article 111: Savings

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

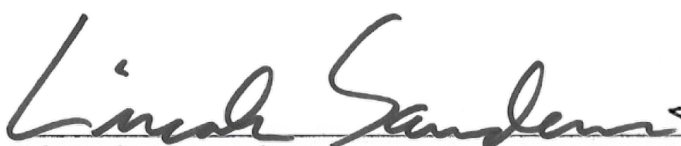
Article 112: Duration

This agreement shall continue in effect until June 30, 2027, and shall remain in full effect until superseded, as provided by CBO Sec. 2-1301.2.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be subscribed below by their duly authorized officers and representatives on this 1 day of ~~March~~, 2024.
April

City of Richmond, Virginia

International Association of Fire Fighters,
Local 995



Lincoln Saunders
Chief Administrative Officer



Keith Andes
President

APPENDIX A

Table 1 (Effective July 1, 2024 - draft 12/5/2023)

Range 1		Fire Recruit and Police Recruit													
		DRAFT-prepared 12/5/2023													
	Step 1														
Annual	55,822														
Range 2		Fire Fighter and Police Officer													
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13		
Annual	58,076	59,441	60,838	62,267	63,731	65,228	66,761	68,330	69,936	71,579	73,261	74,983	76,745		
	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	
Annual	78,549	80,395	82,284	84,217	86,197	88,222	90,295	92,417	94,589	96,812	99,087	101,416	103,799	106,238	
Range 3		Fire Driver Operator													
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13		
Annual	60,980	62,413	63,880	65,381	66,917	68,490	70,099	71,747	73,433	75,158	76,924	78,732	80,582		
	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	
Annual	82,476	84,414	86,398	88,428	90,506	92,633	94,810	97,038	99,319	101,653	104,041	106,486	108,989	111,550	
Range 6		Fire Lieutenant and Police Sergeant													
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13		
Annual	80,633	82,165	83,726	85,317	86,938	88,590	90,273	91,988	93,736	95,517	97,332	99,181	101,066		
	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	
Annual	102,986	104,942	106,936	108,968	111,039	113,148	115,298	117,489	119,721	121,996	124,314	126,676	129,083	131,535	
Range 8		Fire Captain and Police Lieutenant													
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13		
Annual	88,705	90,390	92,108	93,858	95,641	97,458	99,310	101,197	103,120	105,079	107,076	109,110	111,183		
	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	
Annual	113,296	115,448	117,642	119,877	122,154	124,475	126,840	129,250	131,706	134,209	136,759	139,357	142,005	144,703	

APPENDIX B

Investigative Warning

This is to advise you that you are being questioned as part of an internal administrative investigation being conducted by your employer, pursuant to Richmond Fire and Emergency Services or Department of Emergency Communications, Preparedness and Response Policies, as applicable. You only will be asked questions specifically related to this investigation, which is in regard to: [set forth sufficient detail of the investigation in order to reasonably apprise the employee of the nature of the investigation]

You may request Union representation. The City will provide you up to 24 hours from receipt of this notice to secure Union representation.

Your responsibility shall be to cooperate fully with the person(s) conducting this investigation. You are to truthfully and fully answer all questions. You do not have the right to refuse to answer any clear and proper questions concerning this investigation. Refusing to answer any questions or being untruthful while answering any questions may subject you to charges that could result in additional disciplinary action against you, up to dismissal from the department. It is important for you to know that neither your statements, nor any information or evidence which is gained by reason of such statements, can be used against you in any subsequent criminal proceedings. Your statements can be used to support any administrative charges.

I acknowledge and understand the above warning.

_____	_____	_____
Name (Print)	Signature	Date
_____	_____	_____
Investigator (Print)	Signature	Date
_____	_____	_____
Witness (Print)	Signature	Date