

INTRODUCED: April 14, 2025

AN ORDINANCE No. 2025-070

To approve the text of the Collective Bargaining Agreement between the City of Richmond, Virginia, and Teamsters Local 322 for the Labor & Trades Bargaining Unit in accordance with City Code section 2-1301.13.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 28 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the text of the Collective Bargaining Agreement between the City of Richmond, Virginia, and Teamsters Local 322 for the Labor & Trades Bargaining Unit be and is hereby approved in accordance with section 2-1301.13 of the Code of the City of Richmond (2020), as amended.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: _____ NOES: _____ ABSTAIN: _____

ADOPTED: _____ REJECTED: _____ STRICKEN: _____

O&R REQUEST

DATE: April 1, 2025

TO: The Honorable Members of City Council

THROUGH: The Honorable Danny Avula, Mayor

THROUGH: Sabrina Joy-Hogg, Interim Chief Administrative Officer

THROUGH: Meghan Brown, Director of Budget and Strategic Planning

FROM: Tyrome Alexander, Director of Human Resources

RE: Collective Bargaining Unit – Teamsters Labor and Trade Employees

ORD. OR RES. No. _____

PURPOSE: The purpose of this submission is to obtain City Council approval on the Collective Bargaining Agreement between City of Richmond and Teamsters Local 322 for the Labor & Trades Bargaining Unit, in accordance with City Code section 2-1301.13.

BACKGROUND: Effective May 1, 2021, the General Assembly allowed local governments to collectively bargain with the employees of a local government. On July 25, 2022, City Council approved Ordinance Number 2022-221, which provides for collective bargaining with City employees and established Collective Bargaining Procedures. Following this approval, the Labor and Trade employees voted to have Teamsters as their representative. Negotiations were held between the city and the Teamsters, and an agreement was reached.

COMMUNITY ENGAGEMENT: NA

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: NA

FISCAL IMPACT: The 3-year impact of this agreement is estimated at approximately \$11.38 million. Estimates are calculated as a standalone agreement.

DESIRED EFFECTIVE DATE: July 1, 2025

REQUESTED INTRODUCTION DATE: April 14, 2025

CITY COUNCIL PUBLIC HEARING DATE: April 28, 2025

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Government Operations

AFFECTED AGENCIES: City-wide

RELATIONSHIP TO EXISTING ORD. OR RES.: Ordinance Number 2022-221

ATTACHMENTS: Collective Bargaining Agreement between City of Richmond and the Teamsters for the Labor & Trades Bargaining Unit, and Fiscal Impact Statement

STAFF: Tyrome Alexander, Director of Human Resources

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

CITY OF RICHMOND

AND

TEAMSTERS LOCAL 322

Effective From

July 1, 2025 through June 30, 2028

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PREAMBLE

This Agreement is entered into by and between the City of Richmond (“City”) and Teamsters Local 322 (“Union”) and has as its purposes establishing terms and conditions of employment for bargaining unit employees, establishing a procedure for resolving disputes of contractual interpretation, and promoting harmonious labor relations between the parties so that employees and management can focus their efforts on providing high-quality services to the City.

ARTICLE 1: INTERPRETIVE RULES

Section 1. Interpretive Rules.

- a) To the extent any provisions of this Agreement are inconsistent with City Administrative Regulations or other policies of the City or its departments, this Agreement will supersede.
- b) All gender pronouns should be construed as referring to all genders.
- c) Unless otherwise stated, any reference to “days” will refer to calendar days. The day on which the triggering event occurred will not be counted for any time limits, but the final day of the period will be counted. If the final day falls on a Saturday, Sunday, or City-recognized holiday, then the final day of the time period will be pushed back to the next day that is not a Saturday, Sunday, or a City-recognized holiday.
- d) Unless otherwise stated or if the context requires otherwise, the term “employee” refers to employees in the Labor & Trades bargaining unit.

ARTICLE 2: RECOGNITION & UNIT

Section 1. Recognition.

The City recognizes the Union as the exclusive bargaining representative of the Labor & Trades bargaining unit defined in City Code Chapter 2-1301.6(3) and for purposes of collective bargaining as set forth in those provisions of the City Code.

Section 2. Employee Rights.

Any employee may join or refrain from joining the Union without interference, coercion, restraint, discrimination, or reprisal from the City or the Union. An individual’s right or status as an employee will not be affected because of membership or non-membership in the Union.

Section 3. Elimination of Position.

The City will notify the Union after the City exercises its management right to eliminate any position filled by a bargaining unit employee. The Union may request a meeting to discuss the effects of such elimination.

Section 4. Temporary Employees.

On a quarterly basis, upon the Union’s request, the City will provide the Union with the following information about temporary employees (as defined by the CBO) directly employed by the City:

- a) The number of employees, broken down by Department, who worked during the reporting quarter.
- b) The number of hours each such person worked.
- c) The rate of pay for each employee.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1. The provisions of the Code of the City of Richmond, Collective Bargaining Ordinance Section 2-1301.4 prescribe the City's rights and authorities and as such are beyond the scope of negotiations. This Agreement is not intended to, and does not, waive the Union's right to negotiate topics listed as negotiable in Section 2-1301.4(A), subsections (3) through (6) of the Ordinance.

Section 2. All bargaining unit members shall comply with all terms and provisions of all applicable City rules, policies, procedures, and regulations, including, but not limited to, those related to conduct and work performance, unless explicitly modified in this Agreement.

ARTICLE 4: DUES CHECKOFF

Section 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. Dues will be deducted in equal installments from the first two paychecks of each month.

Section 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 the written authorization from the Union.

Section 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 thirty days following the City's receipt of notice from the Union.

Section 4. Remittance.

Remittance of dues to the Union will be made no later than seven (7) 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 state will be submitted within three business days following the remittance.

Section 5. Revocation and Incorrect Payments.

Employees may revoke their authorization to pay Union dues by providing written notice to the Union and the City. An employee's withdrawal must be consistent with the terms of the membership and dues deduction agreement between the employee and the Union. 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, the Union agrees to refund the deduction to the employee.

Section 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 by 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 5: PROBATIONARY PERIOD & SENIORITY

Section 1. Seniority.

- (a) "City Seniority" will be the earliest date that an employee is hired by the City to work in a full-time permanent capacity and has been continuously employed since that date except as provided elsewhere in this Section. When two or more employees have the same City Seniority date, the employee with the lower Employee ID number will be considered to have greater City Seniority over the other employees with the same City Seniority date.
- (b) An employee who leaves the bargaining unit and returns to the bargaining unit within twelve months (12) of the employee's departure from a bargaining unit position will reclaim what seniority the employee had previously accrued, but time away from the bargaining unit will not be included. (Time periods will be rounded to the nearest full month.) His City Seniority date will be his most recent date of entrance to a bargaining unit position, adjusted for the length of the break in service.
- (c) In January of each year of this Agreement, the City will transmit to the Union a seniority list with all applicable City Seniority dates. Each employee will be required to either verify or dispute his seniority dates on that list within 30 days of receipt of the seniority list. Disputes will be submitted to the Contract Dispute Procedure.

Section 2. New Hire Probationary Period.

An employee will be considered to be on probation until twelve (12) months after hire. If an employee is on approved leave in excess of 30 calendar days during the probationary period, the probationary period will be extended by the length of the approved leave. Employees are considered at-will during their probationary period. The City shall have the sole right to discipline, terminate, or lay off employees in their probationary period with or without cause or notice. Probationary employees shall not have access to the Contract Dispute procedure contained in this Agreement or the City grievance process.

The City may extend any probationary period for any probationary employee, with advance written notice to the employee, for up to five (5) months beyond the initial probationary period set forth above on a case-by-case basis. If the employee missed time due to injury or illness during the

initial period, that amount of time will be added to the end of the initial period, during which time the employee will still be on probation.

Section 3. Accrual of Seniority While on Leave.

An employee on workers compensation, sick leave, FMLA leave, or any other type of City approved leave will keep his City Seniority date and continue to accrue seniority.

Section 4. Termination of Seniority.

An employee's City Seniority will be terminated when the following occurs: resignation, termination for just cause, termination during probationary period, retirement, or other separation of service.

ARTICLE 6: LAYOFF & RECALL PROCEDURES

The terms of Administrative Regulation 5.21 as in effect on July 1, 2023, will govern layoff and recall procedures.

ARTICLE 7: UNION RIGHTS

Section 1. Union Leave Hours.

- (a) In each fiscal year of this Agreement, the Union may accumulate a maximum bank of 1,000 hours of organizational paid leave hours ("Union Leave Hours") for purposes of handling labor relations matters, including but not limited to, contract dispute processing and assisting members in internal administrative investigations. The hours will be accrued as follows:
 - 1. The City will provide the Union with 800 hours per fiscal year of this Agreement.
 - 2. The Union's members can contribute up to an additional 550 hours per fiscal year from Vacation Leave ("Contributed Union Leave"). Contributions will be in the amount of at least one hour up to a maximum of eight (8) hours per member. Contributions will be in "whole hours" only and are irrevocable. Forms must be provided to the City's Human Resources Department by October 1, 2025, for the remainder of FY26 and by June 1 of each year for the subsequent fiscal years of this Agreement. "Union Leave Hours" will be given a separate pay code for employees to select. Union Leave Hours cannot be used for times when an employee is not scheduled to be on duty, is in an unpaid leave status, and they cannot result in an employee incurring 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.
- (b) On a monthly basis, the City will submit to the Union the records of "Union Leave Hours" pay code selections for the Union to review and, if applicable, to reject as unauthorized. A lack of response within 7 calendar days from the Union will act as

agreement that the submitted Union Leave Hours were correct. The monthly report will also include the balance of the Union Leave Hours bank. In the event the Union rejects hours used as unauthorized, the employee who used the hours will be debited vacation leave in the amount of unauthorized time. If the employee does not have sufficient vacation to cover the denied hours, the hours will be unpaid.

- (c) Union Leave Hours will be used in a minimum increment of one (1) hour.
- (d) Union Leave Hours will always be paid at the employee's straight time rate of pay and will not count towards the employee's hours for purposes of overtime pay entitlement.
- (e) 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.
- (f) At least 72 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 City's standard leave approval process and thus must be approved by the employee's immediate supervisor.
- (g) 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 500 hours in any fiscal year. Union Leave hours provided by the City will not be carried over to the next fiscal year.
- (h) Union Leave Hours (including Contributed Union Leave hours) will not be paid out.

Section 2. Shop Stewards.

The Union will designate no more than ten (10) employees to act as Representatives/Shop Stewards and inform the City of such designations and changes. The role of the Shop Steward is limited to submitting Contract Disputes, representing the Union in Contract Disputes meetings, participating in the administrative grievance 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 Contract Disputes, grievances, or incidents where the Shop Steward is involved in the investigation or incident.

Unless otherwise indicated by the Union, Shop Stewards do not have the authority to settle Contract Disputes.

Section 3. Contract Dispute Processing While on Duty.

Shop Stewards will be allowed to spend reasonably required amounts of time processing and submitting contract disputes while on duty without claiming "Union Leave Hours" for such reasonably required amounts of time. Such activities may not disrupt City operations or impede the employee's official duties.

Section 4. New Hires.

The City will notify the Union of all new hires into the bargaining unit on a monthly basis. The notice will include the employee's name and job classification at hire. The Union will be given at least thirty (30) minutes to speak to all new hires (as a group) immediately following new employee orientations conducted by the City and in the same City location.

ARTICLE 8: DISCIPLINARY INVESTIGATIONS & UNION REPRESENTATION

Section 1. Union Representation.

An employee who is directed by a superior to report for an interview that the employee reasonably believes could lead to discipline may request the opportunity to have a Shop Steward present for the interview. Union representatives present for an interview may consult with the employee during caucuses but may not be unreasonably disruptive to the interview process, cannot answer questions on behalf of the employee, and cannot tell the employee what to say. The steward may ask procedural questions at the conclusion of the interview. The employee and Shop Steward may request a short break during the interview, but such breaks will not be allowed when a question is pending. The City will not question shop stewards about the contents of their conversations with represented employees.

The City will make all reasonable efforts to provide at least 24 hours' notice prior to an investigatory interview. The interview will be held at a time that gives the employee a reasonable amount to get a Shop Steward to attend and to allow for the employee and Shop Steward to consult prior to the interview. An employee may not have a direct supervisor serve as his or her union representative.

Employees serving solely as a witness in an administrative investigation will not be entitled to union representation.

Section 2. Notification of Investigation.

An employee who is the subject of an administrative investigation will be informed of the nature of the investigation in accordance with City Administrative Regulation 4.23 as in effect October 1, 2011.

Section 3. Time limits on Disciplinary Investigations.

The City will attempt to complete administrative investigations, to include final disposition, of an employee within 60 calendar days from when the City knew of the facts giving rise to the investigation. The City may extend any internal investigation by a maximum of 15 calendar days. Such extensions must be approved by the Department Director. Any additional extensions must be consented to in writing by both the employee and the City. Investigations shall be done as promptly as reasonably possible according to the circumstances.

Section 4. Investigation Completion Letter.

The City will give the employee an Investigation Completion Letter which summarizes the investigation at the conclusion of the investigation process.

ARTICLE 9: DISCIPLINARY APPEAL

Section 1. Legal Basis.

The City's Collective Bargaining Ordinance states at Sec. 2-1301.4 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 City's 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 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 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 6 of this Agreement.

Section 3. Disciplinary Appeal Steps.

Section 5.19 of the City's Administrative Regulations dated July 1, 2023, will govern disciplinary appeal steps except as provided herein.

Section 5.19(III)(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 and the complaint is still grievable, the grievant may appeal such decision to an Administrative Hearing Officer (AHO) as provided for in Virginia Code §15.2-1507. Every Step Four appeal shall be directed to the Department of Human Resources and shall be filed within fifteen (15) calendar days after receipt of the Chief Administrative Officer or designee's decision.

- a) For grievants who choose to proceed before an AHO, 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.

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 other party will be provided a copy of the transcript at that party's 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 fifteen (15) calendar 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 Virginia Code Section 15.2-1507(A)(10)(a)(7) by determining if the relief granted is consistent with written policy.

ARTICLE 10: CONTRACT DISPUTE RESOLUTION PROCESS

Section 1. Contract Dispute Defined.

A "Contract Dispute" is defined as a dispute between the City and the Union concerning solely the meaning, administration, interpretation, and/or application of this Agreement. Only allegations that there has been a violation, misapplication or misinterpretation of the terms of this Agreement shall be filed under the provisions of this Contract Dispute Resolution Process. Except as otherwise provided for in this Agreement, Contract Disputes under this section shall not include challenges to the City's disciplinary actions against an employee, including but not limited to reprimands, transfers, demotion, suspension or dismissal of an employee.

To the extent an employee's Contract Dispute also qualifies as a Grievance under City Administrative Regulation 5.19, the employee must affirmatively elect to file either a Contract Dispute or a Grievance under City 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 City Administrative Regulation 5.19.

Section 2. Time Limits Mandatory.

No Contract Dispute shall be entertained or processed unless it is filed within the time limits set forth herein.

Section 3. Failure to Meet Time Limits.

If a Contract Dispute is not appealed to the next step in the procedure set forth below within the time limits set forth herein, the Contract Dispute shall be deemed settled on the basis of the last response by the City. If the responding party does not provide a response or fails to meet within the required time limits set forth herein, the Contract Dispute may be immediately appealed to the next step of the Contract Dispute resolution procedure. The failure of the City to respond shall be deemed a denial of the grievance. The failure of the responding party to provide a response within

the time limits set forth herein shall not constitute a waiver of the party's right to oppose the Contract Dispute.

Section 4. Extension of Time Limits.

The parties may agree in writing to extend or waive any time limits under this Article.

Section 5. Contract Dispute Steps.

Step 1 – The Union and/or aggrieved employee shall complete and submit their Contract Dispute in writing to the employee's immediate supervisor who is outside the bargaining unit specifying the facts involved, the section(s) of the CBA alleged to have been violated, and the remedy sought. The Contract Dispute must be submitted within thirty (30) business days after the date of the occurrence giving rise to the Contract Dispute, or the date the employee knew or should have known of the facts giving rise to the Contract Dispute, whichever is sooner. The Union and the aggrieved employee(s) shall meet with management to discuss the Contract Dispute within fourteen (14) business days after submission of the Contract Dispute. Management will issue its decision within ten (10) business days after the Step 1 meeting or, if the parties are unable to meet, within twenty-four (24) business days of receipt of the Contract Dispute.

Step 2 – If the Union and/or employee is not satisfied with the Step 1 response, the employee and/or the Union may appeal the matter to Step 2 by submitting a written appeal to the designated Department Director or their designee with a copy to the Director of Human Resources within fourteen (14) business days of receipt of the Step 1 response. The Union and the aggrieved employee(s) shall meet with management to discuss the Contract Dispute within fourteen (14) business days after receipt of the Step 2 appeal. Management will issue a Step 2 Response within fourteen (10) business days of the Step 2 meeting or, if the parties are unable to meet, within twenty-four (24) business days of receipt of the Step 2 appeal.

Step 3 – If the Union and/or employee is not satisfied with the Step 2 Response, the Union and/or employee may appeal the matter to Step 3 by submitting a written appeal to the Chief Administrative Officer or their designee with a copy to the Director of Human Resources within fourteen (14) business days of the Step 2 response. The Union and the aggrieved employee(s) shall meet with the CAO or the CAO's designee to discuss the Contract Dispute within fourteen (14) business days after receipt of the Step 3 appeal. The City will issue a Step 3 Response within fourteen (10) business days of the Step 3 meeting or, if the parties are unable to meet, within twenty-four (24) business days of receipt of the Step 3 appeal.

In the event the City files a Contract Dispute, the City shall notify the Union's designee within thirty (30) business days of the alleged violation. The City shall meet with the Union to discuss the Contract Dispute within fourteen (14) business days after receipt of the Contract Dispute. The Union will issue a Step 3 Response within fourteen (10) business days of the Step 3 meeting or, if the parties are unable to meet, within twenty-four (24) business days of receipt of the Contract Dispute.

Step 4 – If the Union or the City is not satisfied with the Step 3 Response, the Union or the City may within fourteen (14) business days of receipt of the Step 3 response, notify the other party in writing that it is submitting the matter to arbitration. The arbitration process is set forth in the following Section.

Section 6. Arbitration.

- (a) The party submitting the matter to arbitration will request a panel of seven arbitrators from the Federal Mediation and Conciliation Service. The panel will draw from the FMCS's "sub-regional" pool and will only include members of the National Academy of Arbitrators (NAA). The parties will alternately strike names from the panel until there is only one name left. The party making the first strike will be determined by random selection. In appointing the Arbitrator for any particular arbitration, the parties may agree on a different method of selection or different criteria for an arbitrator to be appointed, but if they do not agree, the above rules will be the default.
- (b) 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 have the authority to add to, detract from, alter amend or modify any provision of this Agreement. The Arbitrator shall not hear more than one (1) Contract Dispute 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).
- (c) The parties shall share equally the fees and expenses of the Arbitrator and the cost of the transcript of the hearing. Expenses related to the calling of witnesses shall be borne by the party calling the witness.
- (d) To resolve multiple minor contract dispute arbitrations rapidly and cost-efficiently, the parties may mutually agree to use a "Rapid Resolution" procedure. Up to three (3) Contract Disputes may be heard in one day. Each party will be allowed no more than sixty (60) minutes to present its side of each case, including openings and closings.

ARTICLE 11: JOB VACANCIES

Section 1. Posting and Filling Job Vacancies.

The City will post and fill job vacancies in accordance with Administrative Regulation 5.16, Recruitment and Hiring Policy, effective July 1, 2023.

Section 2. Post-Process Feedback.

A current employee who applied for an open position and was not selected will be provided, upon the employee's request, the opportunity for an in-person feedback discussion with management to discuss the employee's efforts at career advancement in the City.

ARTICLE 12: HOURS, OVERTIME & EXTRA WORK OPPORTUNITIES

Section 1. Hours of Work.

The City has the authority to assign and schedule all bargaining unit employees. Employees may not work more than 16 hours in a 24-hour period, unless authorized by Department management. The City may change the work schedule to meet the needs of the Departments, the needs of the community, and applicable law.

Section 2. Distribution of Extra Work Opportunities.

The City will make every reasonable effort to ensure that overtime opportunities and obligations are evenly distributed among all employees in the classification(s) who normally perform the work which is the subject of overtime in the Department (or Division or Work Group as operationally applicable) where such overtime work occurs.

The City will attempt to offer overtime on a voluntary basis but retains the right to require employees to work overtime, including any employee qualified by job description to perform the overtime work in question.

ARTICLE 13: TRAINING

Employees who attend any training programs provided for or authorized by the City will be eligible for compensation in accordance with the FLSA. Such programs may include training provided by the International Brotherhood of Teamsters and any other third-party vendor. Any travel expenses incurred as a result of such attendance will be reimbursed in accordance with Administrative Regulation 6.4.

ARTICLE 14: SAFETY & HEALTH

Section 1. Responsibility for Safety and Health of the Work Environment.

The parties recognize that the nature of the work of this bargaining unit's employees is essential and, at times, may be inherently dangerous, but that it is the joint responsibility of all employees and management to minimize those dangers and to proactively maintain a work environment that is as safe and healthy as possible.

Section 2. Notification of Vehicle Accident.

An employee involved in any type of accident while operating a City vehicle shall, unless physical injury prevents the employee from doing so, immediately notify the employee's Supervisor and follow his/her instructions.

Section 3. Notification of On-Duty Injury/Illness.

Employees who incur an injury/illness while on duty will report such injury/illness immediately to the appropriate on-duty supervisor and follow all applicable Department policies.

Section 4. Reporting of Inoperable, Malfunctioning, or Defective City-owned or Leased Equipment.

All employees are responsible for prompt reporting of inoperable, malfunctioning, or defective equipment. Upon becoming aware of inoperable, malfunctioning, or defective equipment, an employee shall notify the employee's immediate supervisor and follow any procedures set forth in applicable City policies. As soon as possible, the equipment will be inspected and cleared by qualified personnel, as determined by the Department, to decide if the equipment is safe to operate. Any equipment that has been determined by qualified personnel to be unsafe shall not be operated by an employee. Standards involving health and safety shall be governed by the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. ("OSHA").

Section 5. Personal Protective Equipment (PPE).

All employees will be provided with PPE necessary and appropriate to perform their specific job tasks. Such PPE will be in good working order. Any required PPE will be provided by the City at no cost. Employees who are required to wear Safety Toe boots will be provided with a \$250 voucher a minimum of once every twelve months for reimbursement, which will include insoles for the boots for employees who get them. Employees whose boots wear out prior to twelve months will be given another such voucher. All employees will have the option of getting boots from the City's designated vendors. To the extent permitted by all applicable public procurement requirements, the City agrees to take commercially reasonable efforts to contract with at least two boot vendors. Employees in jobs with additional required PPE, as per OSHA guidelines, will be provided such PPE.

Section 6. Emergency Work Premium Pay.

The City will follow Administrative Regulation 1.5, Emergencies and Closings, effective July 1, 2023.

Section 7. Heating & Air-Conditioning in Vehicles.

The City will make reasonable efforts to ensure that all vehicles unit employees are assigned to use are equipped with working heating and air conditioning.

ARTICLE 15: VACATION LEAVE

Administrative Regulation 4.8 (effective date 7/1/23), Section III.A is incorporated into this Agreement and the parties agree to the following additional terms:

The City encourages employees to utilize their accrued vacation time and will make every reasonable effort to ensure employees receive adequate time to take their vacation. Employees may request vacation time up to eight (8) months in advance, provided they have a sufficient amount of accrued vacation at the time of the request. Vacation requests will be handled on a first-come, first-served basis. However, if two employees in the same workgroup or classification request vacation for the same dates at the same time, the employee with greater City Seniority will be given priority. Vacation requests will be approved or denied within seven (7) calendar days of submission. Requests for vacation that begin within the seven-day period will be reviewed and addressed as soon as reasonably possible under the circumstances. Vacation requests will not be unreasonably denied.

ARTICLE 16: SICK LEAVE

The terms of this Article will supersede the terms of any Administrative Regulations to the extent they are inconsistent.

Unless there is a provision in this Agreement, to the contrary, the terms of Administrative Regulation 4.8.III.B are incorporated into this Agreement.

Section 1. Sick Leave Maximum Carryforward.

Accrued sick leave may be carried forward at the end of the calendar year. Employees hired before July 1, 2023, will not have any maximum on sick leave carryforward. Employees hired after July 1, 2023, will be allowed to carry forward a maximum of 480 hours.

Section 2. Approval of Sick Leave.

For unplanned Sick Leave, employees must provide notice as soon as reasonably possible in the circumstances in accordance with AR 4.8.III.B.2 or Department policies and procedures. For scheduled or planned sick leave, advance notice and approval are required. Approval will not be unreasonably denied.

Section 3. Certification of Need for Sick Leave.

The City reserves the right to request a medical certificate as described in AR 4.8 Section III.B.2.

The City also reserves the right to require a medical provider's certificate at any time the City has a reasonable, good-faith suspicion that misuse of sick leave may have occurred.

ARTICLE 17: COMPENSATORY TIME

The terms of Administrative Regulation 4.5, Section III.8 and III.9, as in effect on October 8, 2022, are incorporated into this Agreement except as follows:

- All employees in this unit will have the option of taking compensatory time in lieu of overtime pay.

ARTICLE 18: HOLIDAYS

The terms of Administrative Regulation 5.2, as effective July 1, 2023, are incorporated into this Agreement.

ARTICLE 19: LABOR MANAGEMENT COMMITTEE

Section 1.1: Committee Members.

There shall be a Labor Management Committee ("LMC") consisting of no more than three (3) Union representatives appointed by the Union and no more than three (3) City representatives appointed by the City. Each party may designate two (2) alternates.

Section 1.2: Committee Role.

The LMC shall meet at least quarterly at mutually selected times to discuss matters relevant to the parties. Either party may refer a matter to the LMC. Meeting subjects may include:

- a) Discussion on the implementation and general administration of this Agreement;
- b) Discussion of matters of mutual concern, including workplace safety and health; and
- c) Sharing of general information of interest between the parties.

LMC meetings shall be limited to no more than three hours per meeting. To make the best use of this meeting time, the parties agree to come prepared with any needed research, proposals, etc. In order to reach agreement on recommendations in a timely, efficient manner.

Section 1.3: Committee Authority.

It is the intent of the parties that the LMC reach consensus and provide recommendations to the Union and the City. The Committee shall not have the power to add to, subtract from, or amend any existing collective bargaining agreement between the parties, or to adjust any pending grievances. Discussions of the LMC are not considered to be collective bargaining under City Code Sec. 2-1301.2, and a lack of consensus among the LMC shall not be subject to any statutory impasse resolution procedure.

Section 1.4: Meeting Agenda.

A written agenda of the matters to be discussed shall be provided by each party at least fifteen (15) days in advance of the meeting. If no agenda is provided by either party, there shall be no LMC meeting that quarter.

Section 1.5: Employee Work Hours.

Representatives of the Union on the LMC shall not lose pay or benefits for meetings mutually scheduled during their work hours.

ARTICLE 20: WAGES

- a) The City will maintain the current structure of the Pay Plan as in effect on July 1, 2024. The increases described below will be administered in accordance with the pay plan ordinance adopted by the City Council for the applicable fiscal year.
- b) Effective July 1, 2025, the City will provide bargaining unit employees with an across-the-board increase of three and one quarter percent (3.25%).
- c) Effective July 1, 2026, the City will provide bargaining unit employees with an across-the-board increase of three and one quarter percent (3.25%).
- d) Effective July 1, 2027, the City will provide bargaining unit employees with an across-the-board increase of three and one quarter percent (3.25%).
- e) The City will continue to conduct class and comp reviews for job classifications in which the Labor & Trades Unit employees are assigned. The results of such reviews will be used to inform wage rate adjustments for bargaining unit members. A minimum of \$300,000 in Fiscal Year 2026 (Year 1 of the Agreement) and a minimum of an additional \$300,000 in Fiscal Year 2027 (Year 2 of the Agreement) will be utilized to fund said adjustments.
- f) Effective July 1, 2025, the City and the Union shall participate in a Compensation Study Committee. The City may designate up to three committee members and the Union may designate up to three bargaining unit members to serve on the committee. Employees attending such meetings during their regularly scheduled work hours shall

be paid at their regular rate and such time shall not be deducted from any leave bank. The purpose of the Compensation Study Committee will be to gather and discuss the compensation structure and market analysis of classifications within the Labor & Trades Unit.

The Compensation Study Committee shall meet two times per fiscal year for up to three hours at a time, unless the Parties mutually agree its purpose is fulfilled in fewer meetings. The information and/or recommendations developed by the Compensation Study Committee may be used by the City and the Union to inform negotiations for a successor agreement.

- g) In the event the City Council does not appropriate funds in accordance with this Agreement, the parties will negotiate in good faith in accordance with the CBO.

ARTICLE 21: VALUE-ADDED, SUPPLEMENTAL SKILLS, AND PREMIUM PAY

Section 1. On-call Status and Pay.

The terms of Administrative Regulation 4.7, On-Call Duty, as in effect July 2, 2022, are incorporated into this Agreement with the following clarifications:

- a) For regularly scheduled on-call status, employees will be given advance notice of mandatory on-call dates. On-call status will be distributed as evenly as practicable among designated employees in a workgroup. Employees may be allowed to trade on-call dates with one another with their manager's prior approval.
- b) Payment for on-call status will be made in the same paycheck as covers the pay period in which the on-call status was held.

Section 2. Shift Differential.

The terms of Administrative Regulation 5.15, Language Differential Pay, as in effect July 1, 2023, are incorporated into this Agreement.

Section 3. Reimbursement for Use of Personal Vehicle for City Business.

The terms of Administrative Regulation 6.4, effective July 1, 2007, are incorporated into this Agreement.

Section 4. Acting Pay.

The terms of Administrative Regulation 5.23, Pay Policy, as in effect July 1, 2023, are incorporated into this Agreement.

Section 5. Maintaining Certifications.

The City will reimburse employees for maintenance of any certifications or special licenses required for the employee's job. The Department will submit for reimbursement within 30 days from the date the employee submits supporting documentation.

ARTICLE 22: HEALTH CARE

Section 1. Medical, Dental, and Vision Benefits.

The City will offer employees in this bargaining unit any medical, dental, and vision plans (including the same deductibles, co-pays, limits, and networks) available to any other City employees.

ARTICLE 23: TUITION ASSISTANCE

The terms of Administrative Regulation 7.6, as in effect on July 1, 2023, are incorporated into this Agreement.

ARTICLE 24: PARKING FEES

Section 1. Parking Fees.

An employee with an assigned parking space downtown shall park their City vehicle in such space when working at City Hall during regular business hours. An employee may park their City vehicle free of charge, in any legal, City-owned, on-street or off-street parking space when conducting authorized field work, subject to all other City parking regulations. Employees shall be responsible for any citations, fines, or penalties incurred due to the employee's failure to comply with posted parking rules and regulations. An employee with repeated violations may be subject to disciplinary action.

ARTICLE 25: FINALITY AND CONFLICTS WITH LAW

Section 1. Waiver of Rights Not Negotiated.

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 scope of negotiations and that understandings arrived at after the exercise of that right to negotiate, with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to, are covered in this Agreement. The express provisions of this Agreement for its duration, therefore, constitute the complete and total agreement between the City and the Union with respect to the matters addressed herein. It is further agreed that this Agreement can only be added to, amended or modified by a document in writing, signed on behalf of the parties hereto by their duly authorized representatives, and approved in accordance with the CBO. The parties agree that they may enter into mutually acceptable side letter agreements to clarify provisions of this Agreement during its term.

Section 2. 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 or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

ARTICLE 26: EFFECTIVE DATES & RENEGOTIATION OF AGREEMENT

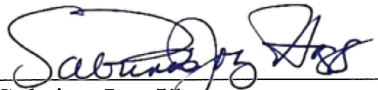
Section 1. Effective Dates of Agreement.

This Agreement shall be effective on July 1, 2025, through June 30, 2028.

Section 2. Duration & Renegotiation of Agreement.

Renewal of this Agreement and renegotiation of any successor agreement will be governed by the City's Collective Bargaining Ordinance.

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 11th day of April, 2025.



Sabrina Joy-Hegg
Interim Chief Administrative Officer



Brian Peyton, President
Teamsters Local 322

Collective Bargaining Agreement between City of Richmond, Virginia and
Teamsters Local 322
Estimated Fiscal Impact Statement
(Estimates are calculated as a standalone agreement)

Article Number	Article Title	Change in Current Policy	Estimated Fiscal Impact		
			Year 1:	Year 2:	Year 3:
N/A	N/A	Professional fees including outside attorney fees, arbitration fees, etc (see articles 9 and 10 below).	\$100,000	\$100,000	\$100,000
N/A	N/A	Labor Relations Manager and one staff	\$72,420	\$147,183	\$224,396
	Preamble	Defines the parties to the Collective Bargaining Agreement (“CBA”) and its purpose.	None	None	None
1	Interpretive Rules	Provides definitions that control the interpretation of the CBA.	None	None	None
2	Recognition & Unit	Restates the recognition of the Union and an employee’s right to join or refrain from joining. Additionally provides a protocol for any planned elimination of assignments filled by bargaining unit employees.	None	None	None
3	Management Rights	Restates the City’s management rights per Collective Bargaining Ordinance (“CBO”).	None	None	None
4	Dues Checkoff	Provides that the City will 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. Part of the costing assumes programming cost.	\$59,953	\$11,902	\$12,288
5	Probation Period & Seniority	Provides definitions and application of seniority and probationary period for bargaining unit employees.	None	None	None
6	Layoffs & Recalls	Incorporates the City’s Administrative Regulation regarding Layoffs and Recalls.	None	None	None
7	Union & Employee Rights	Provides that the City will provide the Union with 800 hours per fiscal year of the CBA. The Union may solicit contributions of accrued vacation leave from bargaining unit members, up to a maximum of 550 hours per fiscal year.	\$22,953	\$23,696	\$24,465

Collective Bargaining Agreement between City of Richmond, Virginia and
Teamsters Local 322
Estimated Fiscal Impact Statement
(Estimates are calculated as a standalone agreement)

Article Number	Article Title	Change in Current Policy	Estimated Fiscal Impact		
		Provides the City will notify the Union of all new hires on a monthly basis.			
8	Disciplinary Investigations & Union Representation	Provides that employees have the right to have a Union representative during interviews. Incorporates the City's Administrative Regulation regarding administrative investigations.	None	None	None
9	Disciplinary Appeals	Amends Administrative Regulation 5.19 by providing for an appeal to an Administrative Hearing Officer (AHO) as provided for in Virginia Code §15.2-1507. The AHO will be selected by the parties from a list provided by the Federal Mediation and Conciliation Service (FMCS). The Union and the City 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. If a copy of the transcript is provided to the non-requesting party, that party will bear its costs. Costing is included in the first item in professional fees. The AHO's ruling will be final and binding on the parties.	None	None	None
10	Contract Dispute Resolution Process	Provides procedure for contract disputes. If the Dispute is not resolved at Step 3, the Union or the City may submit the Dispute to arbitration. 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.	None	None	None

Collective Bargaining Agreement between City of Richmond, Virginia and
Teamsters Local 322
Estimated Fiscal Impact Statement
(Estimates are calculated as a standalone agreement)

Article Number	Article Title	Change in Current Policy	Estimated Fiscal Impact		
		Costing is included in the first item in professional fees.			
11	Job Vacancies	Incorporates the City's Administrative Regulation regarding Recruitment and Hiring Policy.	None	None	None
12	Hours, Overtime, & Extra Work Opportunities	Provides the maximum hours an employee can work and directives on overtime and City's management rights.	None	None	None
13	Training	Restates that the City will follow FLSA standards for training and that training may include training provided by the Teamsters. Incorporates the City's Administrative Regulation regarding travel expenses.	None	None	None
14	Safety & Health	Provides for notifications regarding vehicle accidents, on duty injury/illness, and inoperable, malfunctioning, or defective City-owned or leased equipment, PPE, and heating and air conditioning in vehicles. Incorporates the City's Administrative Regulation regarding Emergencies and Closings.	None	None	None
15	Vacation Leave	Incorporates the City's Administrative Regulation 4.8 Section III.A.	None	None	None
16	Sick Leave	Provides that employees hired after July 1, 2023, can carry over 480 hours of accrued, unused sick leave.	None	None	None
17	Compensatory Time	Incorporates the City's Administrative Regulation 4.5, Sections III.8 and III.9 EXCEPT: <ul style="list-style-type: none"> All employees in this unit will have the option of taking compensatory time in lieu of overtime pay. Costing assumes costs related to programming.	\$10,000	None	None

Collective Bargaining Agreement between City of Richmond, Virginia and
Teamsters Local 322
Estimated Fiscal Impact Statement
(Estimates are calculated as a standalone agreement)

Article Number	Article Title	Change in Current Policy	Estimated Fiscal Impact			
18	Holidays	Incorporates the City's Administrative Regulation regarding Holidays.	None	None	None	
19	Labor Management Committee	Provides for meetings at the request of the Union or City to address issues directly as they arise in a less formal way.	\$1,000	\$1,033	\$1,067	
20	Wages	Provides the City will maintain the current structure of the Pay Plan in effect on July 1, 2024. Year 1: Increase of 3.25% Year 2: Increase of 3.25% Year 3: Increase of 3.25% FY 2026: \$300,000 set aside and utilized for wage adjustments after class and comp review. FY 2027: \$300,000 set aside and utilized for wage adjustments after class and comp review.	\$1,888,218	\$3,507,592	\$5,075,816	
21	Value-Added, Supplemental Skill & Premium Pay	Incorporates the City's Administrative Regulations regarding On-Call Duty (with clarifications), Language Differential Pay, Travel Policy, and Pay Policy. Provides that City will reimburse for training within 30 days.	\$728	\$752	\$776	
22	Health Care	Affirms that the City will provide bargaining unit members with any medical, dental, and vision plans it provides to other City employees.	None	None	None	
23	Tuition Assistance	Incorporates the City's Administrative Regulation regarding Tuition Reimbursement.	None	None	None	
24	Parking Fees	Provides that Employees may park in any City-owned, on-street or off-street parking, free of charge. Provides City Employees be responsible for any citations, fines, or	None	None	None	

Collective Bargaining Agreement between City of Richmond, Virginia and
Teamsters Local 322
Estimated Fiscal Impact Statement
(Estimates are calculated as a standalone agreement)

Article Number	Article Title	Change in Current Policy	Estimated Fiscal Impact		
		penalties for failure to comply with posted parking rules and regulations.			
25	Finality, Conflicts with Law & City Provided Benefits	Provides that the CBA represents the entire agreement between the parties and may not be modified except as in writing signed by both parties.	None	None	None
26	Effective Dates & Renegotiation of Agreement	Provides that the CBA will be effective on July 1, 2025, and that renewal of the CBA and renegotiation of any successor agreement will be governed by the CBO.	None	None	None
	Total		\$2,155,272	\$3,792,168	\$5,438,808

Grand Total \$11,386,247