

INTRODUCED: April 14, 2025

AN ORDINANCE No. 2025-071

To approve the text of the Collective Bargaining Agreement between the City of Richmond, Virginia, and Service Employees International Union, Virginia 512 for the Professional Bargaining Unit in accordance with City Code section 2-1301.13.

\_\_\_\_\_  
Patron – Mayor Avula

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

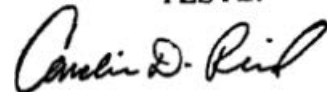
PUBLIC HEARING: APR 28 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the text of the Collective Bargaining Agreement between the City of Richmond, Virginia, and Service Employees International Union, Virginia 512 for the Professional 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.

A TRUE COPY:  
TESTE:



City Clerk

AYES: 8 NOES: 0 ABSTAIN: \_\_\_\_\_

ADOPTED: APR 28 2025 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

**FROM:** Tyrome Alexander, Director of Human Resources

**RE:** Collective Bargaining Unit – SEIU for Professional 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 Service Employees International Union, Virginia 512, (SEIU) for the Professional 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 professional employees voted to have SEIU as their representative. Negotiations were held between the city and SEIU, 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 \$9.2 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 SEIU for the Professional Bargaining Unit, and  
Fiscal Impact Statement

**STAFF:** Tyrome Alexander, Director of Human Resources

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF RICHMOND**

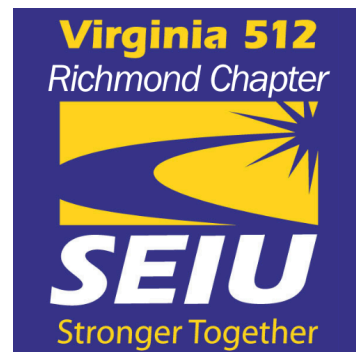
**AND**

**SEIU VIRGINIA 512**

**Covering Professional Unit Employees**

**Effective From**

**July 1, 2025 through June 30, 2028**



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## **PREAMBLE**

This Collective Bargaining Agreement ("Agreement") entered this 1st day of July 2025, by the City of Richmond, Virginia, (hereinafter the "City"); and by the Service Employees International Union ("SEIU"), and its affiliate, Service Employees International Union Virginia 512, CTW, CLC, (hereinafter the "Union"), and has as its purpose the promotion of harmonious relations between the Union and the City (collectively, the "Parties").

## **ARTICLE 1: RECOGNITION**

The City recognizes the Union as the exclusive bargaining representative of all full time and part-time employees in job titles in the Professional Unit as certified by the Labor Relations Administrator in the Certification of Representation dated December 13, 2023, in accordance with the Collective Bargaining Ordinance ("CBO").

## **ARTICLE 2: MANAGEMENT RIGHTS**

The provisions of the CBO Sec. 2-1301.4 prescribe the City's rights and authorities. This Agreement is not intended to, and does not, waive the Union's right to negotiate topics listed as negotiable in Sec.2.1301.4(a), subsections (3) through (6).

## **ARTICLE 3: UNION BUSINESS**

### **Section 1. Union Representation.**

Union officials who are bargaining unit members, including but not limited to Worksite Leaders (as defined in Section 4 below), will be permitted access to the premises of the City for the performance of official Union business, provided the Union provides sufficient notice so that there is no disruption to the City's operations. Requests for such access will not be unreasonably denied.

### **Section 2. Paid Leave for Union Business.**

- A. In each fiscal year of this Agreement, the Union will be given a shared bank of 400 hours ("Union Leave") of organizational paid leave hours to handle labor relations matters, including, but not limited to, contract dispute processing and assisting members in internal administrative investigations. Union Leave hours will not accumulate from year to year. Employees must use a separate pay code for Union Leave hours.
- B. The Union, on an annual basis, will identify the bargaining unit members, including but not limited to Shop Stewards (as defined in Section 4 below), who will be permitted to use Union Leave. The Union must immediately notify the HR Department of any changes in the list of bargaining unit members eligible to use Union Leave.
- C. Requests for Union Leave shall be made to the City with sufficient notice by individuals authorized by the Union to make such requests, in accordance with this Article. The City shall approve such requests when they are made in this manner, and

provided they do not disrupt the operations of the City. Should the City wish to deny said requests, they shall immediately notify the Union of their intent to deny and provide the rationale for the denial. The Parties agree to work collaboratively to ameliorate any concerns to ensure requested Union leave can be arranged. 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 from the Union within seven days will act as agreement that the submitted Union Leave hours were correct. The monthly report will also include the balance of Union Leave. 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.

- D. Union Leave hours will be used in a minimum increment of one hour. Union Leave hours will always be paid at the employee's straight time rate of pay.
- E. The Union must provide at least seventy-two hours' advance notice of the need for Union Leave unless the need for leave could not have been reasonably anticipated. Union Leave may be used at the Union's discretion, subject to providing sufficient advance notice to the employee's supervisor and that there is no disruption to the City's operations.

### **Section 3. Unpaid Union Leave of Absence.**

Upon request by the Union, one employee shall be granted a leave of absence without pay, or benefits, to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Approved requests will be granted by the City.

### **Section 4. Shop Stewards/Worksite Leaders.**

The Union will designate no more than eight (8) employees to act as Shop Stewards/Worksite Leaders and inform the City of such designations and changes. 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.

Unless otherwise indicated by the Union, these individuals do not have the authority to settle contract grievances. Should any Union official who is also a member of the bargaining unit have more authority to resolve contract disputes than other Shop Stewards/Officers/Worksite Leaders, the Union will inform the City of those individuals authorized to do so.

### **Section 5. Union Use of Premises.**

Employees shall have the right to hold informal conversations and interactions with one another to discuss workplace and employee organization issues while on duty, provided that such conversations do not interfere with the employee's job duties.

The Union is permitted to meet with employees on City premises to which access is not restricted for security reasons during times when employees are on break or off duty, including the right to conduct worksite meetings during meal periods and other breaks and outside the

employees' working hours. Employees are allowed, and shall not be penalized or retaliated against for, using City electronic mail, telephone, facsimile transmission, bulletin boards, or other communication systems owned by the City to discuss employee organization business or activities or employee organizing activities; however, the City remains the owner of such communication systems, and no employee shall have any expectation of privacy in the use of such a communication system.

#### **Section 6. Orientation.**

- A. The Union shall be able to meet with newly hired employees, in person, without charge to the pay or leave time of any of the employees for up to sixty minutes, within thirty calendar days from the date of hire, during new employee orientations conducted by the City and in the same City location or, if the City fails to conduct new employee orientation, during other group or individual meetings of new hires on City premises. The Union orientation shall be considered a part of any required new City employee orientation, in the sequence described above. The City shall provide the union with ten days' notice of the time and place of new employee orientations, and by the Friday before the Monday orientation, a list of expected participants, to include their job titles, and the opportunity to provide materials for distribution.
- B. The City shall not provide any information about the Union to employees except for the following information:
  - SEIU Virginia 512 has been certified as the exclusive bargaining agent for the bargaining unit;
  - Contact information for the Union, to be provided by the Union.

#### **Section 7. Anti-Bias Training.**

The City agrees that it will conduct anti-bias training congruent to the City's Administrative Regulations that address this topic. Such training will be mandatory for all new hires and routine training for all existing City employees. The City and Union acknowledge that concerns around issues of bias impact the workplace culture and the delivery of services to those we serve. The Parties also recognize that education concerning explicit and implicit bias are important components in training all employees.

The Parties further agree that this training shall be provided within three months of hire or promotion to a bargaining unit position. The City shall retain final determination of both the training curriculum and implementation.



## **ARTICLE 4: UNION SECURITY**

### **Section 1. Deductions.**

The City agrees to deduct Union dues with each paycheck from the pay of employees who voluntarily authorize such deductions by submitting the appropriate signed authorization to the City.

An employee may withdraw such consent in accordance with the terms of the membership and dues deduction agreement between the employee and the Union. The Union will notify the City when it is appropriate to stop dues deduction in accordance with the terms of the membership and dues deduction agreement between the employee and the Union.

Deductions shall be made for each employee as certified by the Union as required as a condition of acquiring or maintaining membership, and shall be made in accordance with the terms of said authorization. The City agrees to remit to the Secretary-Treasurer of the Union all such authorized deductions no later than the end of the calendar month following the month in which the deductions were made. Any change in the amount of dues to be deducted by the City will become effective thirty days following the City's receipt of notice from the Union. Each pay period, included with the dues remission, will be a list of each bargaining unit employee whose dues were deducted. The list shall contain the following information:

- Name
- Employee ID
- Pay rate
- Dues remitted

This information shall be provided electronically, in a password protected Microsoft Excel spreadsheet. The information will be sent to [info@seiuva.org](mailto:info@seiuva.org) with the subject line "DUES REPORT" and the date of the report.

### **Section 2. New Hires.**

The City shall advise all new employees at the time of hire that the Union is their collective bargaining representative and of the union security clause in this Agreement. The City shall provide the union with ten days' notice of the time and place of new employee orientations, and by the Friday before the Monday orientation, a list of expected participants, to include their job titles.

### **Section 3. Monthly Report.**

The City will provide, to the extent available to the City, the Union with the following information regarding all bargaining unit members on a Monthly basis:

- Name (First, Middle, Last, Suffix);
- Home Street Address;
- Home State;
- Home Zip Code;
- Employee ID;

- Work Phone Number;
- Work Email;
- Department;
- Job Title;
- Hire Date;
- Work Location Title (if applicable);
- Work Location Address;
- Work Location City;
- Work Location State;
- Work Location Zip Code;
- Rate of Pay; and
- Date of termination (if applicable).

This information shall be provided electronically, in a password protected Microsoft Excel spreadsheet. The information will be sent to [info@seiuva.org](mailto:info@seiuva.org) with the subject line “BARGAINING UNIT LIST REPORT” and the date of the report.

#### **Section 4. 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 made 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.

#### **Section 5. Settlement of Grievances or Arbitration.**

When, as the result of the settlement of a grievance or arbitration award the City awards back pay to an employee, dues shall be deducted from the back-pay payment. Any deduction for dues under this Section 5 is subject to a valid dues deduction authorization from the employee.

### **ARTICLE 5: LABOR MANAGEMENT COMMITTEE**

The Parties agree that it is often advantageous to the Union, the City, and the residents of Richmond to address issues directly as they arise in less formal ways wherever possible. The shared goal of the Parties to have the City government running in the most effective manner to ensure a smooth delivery of services to the residents and visitors of Richmond. Towards this end, the Parties agree that a Labor Management Committee ("Committee" or "LMC") will be established for the purpose of addressing issues within the scope of this Agreement. The Committees will meet in accordance with the following guidelines:

- A. The composition of the Committee will consist of no more than three members selected by the City and no more than three employees selected by the Union. The Union will notify the City of names of the employee members of the Committee. The makeup of the members of the committee can rotate at either side's choosing. The Parties agree that to make a good faith effort to ensure the makeup of the committee at a given meeting will be appropriate to address the topic(s) to be discussed at that

meeting.

- B. Meetings will be scheduled at the request of either the Union or the City. Such requests will be in writing and specify the topic(s) to be discussed and proposed solutions. The Parties will have up to forty-five days to meet or to address the matters stated in the request. If the matter is addressed to the satisfaction of the Union by the City within the forty-five day period, the meeting will be cancelled. The City shall communicate, in writing, the proposed solution and plan for implementation.
- C. Meetings will be scheduled based upon an agreement of the availability of the members of the Committee and so as to not interfere with the operations of the City.
- D. Meetings will be conducted during regular work hours. During the meetings employee members will be relieved from duty and paid for the time attending the meeting. Attendance at the meeting will be limited to the members of the Committee. There will be no more than four meetings per year, except by consent of both Parties. Meetings will be limited to a maximum of two hours.

The Union retains all of its rights and privileges afforded elsewhere in this Agreement and under applicable federal, state and local statute, regardless of what issues are brought to these Committees.

#### **ARTICLE 6: EMPLOYEE EXPENSES**

Administrative Regulation 6.4, effective July 1, 2007, appended to the CBA, will be followed for travel expenses. The Parties agree to study and discuss employee expenses under the LMC.

#### **ARTICLE 7: TELEWORK**

The City will permit employees to telework in accordance with Administrative Regulation 2.3, Telework, effective December 10, 2020, appended to the CBA.

#### **ARTICLE 8: JOB POSTING/PROMOTIONS/TRANSFERS/CONTRACTING OUT**

Job vacancies shall be posted and filled by qualified candidates in accordance with Administrative Regulation 5.16, Recruitment and Hiring Policy, effective July 1, 2023, appended to the CBA. The City will follow the provisions contained in Administrative Regulation 5.21, Reassignment, Transfer, Separation, and Reinstatement Policy, effective July 1, 2023, appended to the CBA. The Parties agree to study and discuss staffing issues under the JLMC.

#### **ARTICLE 9: OUT OF TITLE WORK**

Job vacancies shall be posted and filled as described in Administrative Regulation 5.16, appended to the CBA. An employee who performs work in another job grade will be administered in accordance with Administrative Regulation 5.23, Pay Policy, Section D, effective July 1, 2023, appended to the CBA. The Parties agree to study and discuss out of title work under the JLMC.

#### **ARTICLE 10: LAYOFF & RECALL PROCEDURES**

Layoff and recall procedures will be followed in accordance with the Administrative Regulation 5.21, appended to the CBA. The Parties agree to study and discuss layoff and recall procedures under the JLMC.

### **ARTICLE 11: EVALUATIONS**

Evaluations and performance issues will be administered in accordance with Administrative Regulations 5.7, Performance Evaluations, effective July 1, 2023, and 5.18, Discipline Policy, effective July 1, 2023 (as it pertains to performance improvement plans), appended to the CBA. The Parties agree to study and discuss employee evaluations under the JLMC.

### **ARTICLE 12: PERSONNEL RECORDS**

#### **Section 1. Personnel Information.**

The City will maintain personnel information in accordance with Administrative Regulation 7.7, Maintenance and Release of Personnel Information (hereafter "Personnel Records"), effective June 1, 2007, appended to the CBA. Employees may access the City's personnel information in accordance with Administrative Regulation 7.7. A Union representative will be allowed to accompany the employee while the employee reviews the employee's Personnel Record. An employee may request their supervisor add performance-related documents to their Personnel Record, such as awards, letters of recognition, certificates of appreciation, etc.

#### **Section 2. Copies.**

Employees shall be copied on any material related to work performance or discipline placed into their Personnel Record.

#### **Section 3.**

- A. An employee may file a grievance challenging any written memorandum which reprimands the employee for prior conduct or omissions, and which warns the employee that further transgressions may result in suspension, demotion or discharge so long as such grievance is filed within the timeframe set out in the grievance process in this Agreement.
- B. The Parties agree that reprimands that are more than eighteen months old from the date of the issuance of the reprimand, provided there has been no subsequent discipline imposed, shall not be used as a basis for denial of a transfer or promotion, or used as a basis for evaluating an employee's performance or for being subject to future disciplinary action.

### **ARTICLE 13: TRAINING**

#### **Tuition Reimbursement.**

Employees will be entitled to tuition assistance in accordance with Administrative Regulation 7.6, Tuition Assistance Policy, effective July 1, 2023, appended to the CBA.

### **ARTICLE 14: LACTATION ACCOMMODATIONS**

The City will adhere to Administrative Regulation 4.3-B, Lactation Support Policy, effective March 1, 2019, appended to the CBA, and all applicable laws regarding lactation rights and accommodations.

#### **ARTICLE 15: HEALTH & SAFETY IN THE WORKPLACE**

- A. The City will comply with all federal, state, and local laws and regulations that apply to workplace conditions.
- B. The City is strongly committed to safe and healthy working conditions for our workers. The City encourages employees to raise concerns about physical workplace conditions, and to work through the Committees described in Article 5, Department Labor/Management Committees to address them.
- C. In addressing the workplace conditions described below, the City will take into consideration current health concerns, and will also attempt to anticipate future issues that might arise as conditions change. The issues that are deemed appropriate to be addressed by the Committees include, but are not limited to, as follows: physical hazards (broken windows, doors, furniture, etc.), mold, leaks, mildew, and other materials, HVAC systems equipment, vehicles, supplies for restroom facilities, including running water, soap, sinks, etc.
- D. Concerns with security and physical safety should be reported immediately to the department head or other appropriate personnel. The City will respond according to the level of the threat. The City shall take immediate action to protect employees from any and all imminent hazards/danger. The City will notify the employee of the plan to ameliorate the reported issue. In circumstances of threats of workplace violence, unless such communication violates safety protocols or employee privacy, the City shall communicate to the affected employee(s) the proposed solution and plan for implementation.
- E. When an employee reports an express threat of bodily or psychological harm, received as a result of the work they are conducting on behalf of the City, an appropriate safety plan shall immediately be developed between the affected employee(s) and management, and in consultation with City security, as appropriate. Said plan may include reassignment of caseloads/work locations, etc., with no retaliation to the employee(s).

## **ARTICLE 16: ANTI-DISCRIMINATION**

### **Section 1. Protected Characteristics and Activities.**

The City and the Union agree not to discriminate in any way against employees covered by this Agreement on account of any characteristics protected by applicable federal, state, or local law. This shall also include sexual orientation, gender identity, gender expression. The Parties agree to be bound by the City's anti-discrimination ordinances and regulations on race, religion, creed, color, national origin, gender, sex, sexual orientation, age, ancestry, ethnicity, disability, union activity, gender identity, gender expression, military or veteran status, (including Vietnam-era veterans). Further, the City agrees it will not discriminate on the basis of union activity.

### **Section 2. City Ordinances and Regulations.**

The City and the Union agree to be bound by the City's anti-discrimination ordinances and regulations, including Administrative Regulation 4.6, Anti-Harassment, effective February 24, 2021, appended to the CBA.

### **Section 3. Contract Dispute Resolution.**

A contract dispute alleging a violation of Section 1 of this Article shall be filed initially at Step 1 of the contract dispute resolution process, unless it alleges conduct by the second-tier supervisor as defined in the Contract Dispute Resolution Process at Article 18 of the Agreement, in which case it shall be filed at Step II of the contract dispute procedure.

## **ARTICLE 17: GRIEVANCE PROCESS**

### **Section 1. Disciplinary Action Disputes.**

The Parties recognize that employees are entitled to file and seek resolution of disciplinary action disputes as set forth in Administrative Regulation 5.19(II)(C), Grievance Policy for Classified Service, effective July 1, 2023, appended to the CBA, 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 SEIU VA 512 for exercising rights under this Article.

### **Section 2. Failure to Meet time Limits.**

If a grievance is not appealed by the employee to the next step in the grievance process within the time limits set forth herein, unless such failure to meet time limits is for good cause (e.g., illness) the grievance shall be deemed settled on the basis of the last response to the grievance by the City. If the City does not provide a response or fails to meet within the required time limits set forth herein, the grievance may be immediately appealed to the next step of the grievance process. The Parties by mutual consent may extend any or all of the time periods established in the grievance procedure. All time limits stated in Administrative Regulation 5.19(III) shall be counted in business days.

### **Section 3. Right to Union Representation in Grievances.**

The employee will have the right to have a Union representative present at all stages of the 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.

### **Section 4. Determination of Grievability.**

Administrative Regulation 5.19, dated July 1, 2023, will remain in effect except as provided herein:

- (1) The following sections will be deleted from Section 5.19(II):

Section E. Determination of Grievability; and

Section F. Appeals of Grievability Decisions.

### **Section 5. Standard/Burden of Proof.**

Administrative Regulation 5.19, dated July 1, 2023, will remain in effect except as provided herein:

- (1) The following language will be added to Section 5.19(II)(I):

In grievances involving employee discipline including reprimand, discharge, suspension, or demotion, the City must prove by the greater weight of the evidence that the discipline imposed, including termination, was imposed for just cause.

### **Section 6. Steps of the Grievance Process.**

Administrative Regulation 5.19, dated July 1, 2023, will remain in effect except as provided herein:

- (1) Section 5.19(III)(A)(1) – (3) will be replaced with the following language:

Step 1 – The employee shall submit the grievance in writing to the immediate supervisor to the supervisor who issued the disciplinary action (“Second-Tier Supervisor”) specifying the facts involved and the remedy sought. The grievance must be submitted within thirty (30) business days after the date of the occurrence giving rise to the grievance. The second-tier supervisor shall hold a Step 1 meeting within fourteen (14) business days after the submission of the filing of the grievance. The second-tier supervisor will issue a Step 1 response in writing within ten (10) business days of the Step 1 meeting. In departments where the second-tier supervisor is the Department Head, a grievance shall be deemed filed at Step 2.

Step 2 – If the employee is not satisfied with the Step 1 response, the employee may appeal the matter to Step 2 by submitting the appeal to the Department Head or designee within fourteen (14) business days of receipt of the Step 1 response. The employee shall meet with the Department Head or designee to discuss the grievance within fourteen (14) business days after receipt of the Step 1 response. The

Department Head or designee will issue a Step 2 response within fourteen (14) business days of receipt.

Step 3 – If the employee is not satisfied with the Step 2 response, the employee may appeal the matter to Step 3 by submitting the appeal to the Chief Administrator Officer (“CAO”) or the CAO’s designee within fourteen (14) business days of receipt of the Step 2 response. The CAO or designee shall hold a Step 3 meeting within fourteen (14) business days after the submission of the grievance. The CAO or designee will issue a Step 3 response in writing within ten (10) business days of the Step 3 meeting.

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

Step 4 – If the decision of the Chief Administrative Officer or designee does not resolve the grievance, the complaint is still grievable. The Union may appeal such decision to an Administrative Hearing Officer (“AHO”) as provided for in Va. Code § 15.2-1507. Every Step 4 appeal shall be directed to the Department of Human Resources and shall be filed within fifteen (15) business days after receipt of the Chief Administrative Officer or designee’s decision.

- A. On receipt of the Step 4 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 (1) 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 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 preexisting City grievance procedure.
5. If within 15 business 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 18: CONTRACT DISPUTE RESOLUTION**

### **Section 1. Party Contract Dispute Defined.**

“Party 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. Contract Dispute under this section shall not include any disciplinary action grievance defined in 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. The Parties by mutual consent and in writing may extend any or all of the time periods established in the Contract Dispute Resolution Process.

### **Section 3. Failure to Meet Time Limits.**

If a Contract Dispute is not appealed to the next step in the Contract Dispute procedure within the time limits set forth herein, unless such failure to meet time limits is for good cause (e.g., illness) the Contract Dispute shall be deemed settled on the basis of the last response to the Contract Dispute 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.

### **Section 4. Contract Dispute Steps.**

Step 1 – The Union shall submit its Contract Dispute in writing to the immediate supervisor to the supervisor who made the decision at issue (“Second-Tier Supervisor”), 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 after the date the Union knew or should have known of the facts giving rise to the Contract Dispute, whichever is sooner. The second-tier supervisor shall hold a Step 1 meeting within fourteen (14) business days after the submission of the filing of the grievance. The second-tier supervisor will issue a Step 1 response in writing within ten (10) business days of the Step 1 meeting. In departments where the second-tier supervisor is the Department Head, a Contract Dispute shall be deemed filed at Step 2.

Step 2 – If the Union is not satisfied with the Step 1 response, the Union may appeal the matter to Step 2 by submitting the appeal to the Department Head or designee within fourteen (14) business days of receipt of the Step 1 response. The Union shall meet with the Department Head or designee to discuss the Contract Dispute within fourteen (14) business days after receipt of the Step 1 response. The Department Head or designee will issue a Step 2 response within fourteen (14) business days of receipt.

Step 3 – If the Union is not satisfied with the Step 2 response, the Union may appeal the matter to Step 3 by submitting the appeal to the CAO or the CAO’s designee within fourteen (14) business days of receipt of the Step 2 response. The CAO or designee shall hold a Step 3 meeting

within fourteen (14) business days after the submission of the contract dispute. The City will issue its decision in writing within ten (10) business days of the Step 3 meeting.

In the event of a Contract Dispute by the City, the City shall notify the Union's designee within twenty (20) 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 Step 3 response. The Union will issue a Step 3 Response within fourteen (14) business days of receipt.

Step 4 – If the Union or City is not satisfied with the Step 3 Response, the Union or the City may, within fourteen (14) business days of receipt, 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 5. Binding Arbitration.**

- A. The party submitting the matter to arbitration will request a panel of seven arbitrators from the FMCS. 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 so 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 expense of the Arbitrator and the cost of any 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 (1) day. Each party will be allowed no more than 60 minutes to present its side of each case including openings and closings.

### **ARTICLE 19: HOLIDAYS**

Administrative Regulation 5.2, effective July 1, 2023, appended to the CBA, will be followed for holidays. Bargaining unit employees will receive a minimum of seventeen holidays each year.

### **ARTICLE 20: LEAVE**

Leave will be provided in accordance with the following Administrative Regulations as appended to the CBA: 4.8, Leave Policy, effective July 1, 2023; 4.18, Return to Duty Program

(RTD), effective February 21, 2017; 5.1, Workers' Compensation, effective February 1, 2007; 4.15, Leave Status Pending Disciplinary Review and/or Investigation, effective February 1, 2007; 4.3-A, Paid Parental Leave Policy, effective April 8, 2023; and 4.3, FMLA, effective July 1, 2019.

#### **ARTICLE 21: LANGUAGE DIFFERENTIAL PAY**

Administrative Regulation, 5.15, Language Differential Pay, effective July 1, 2023, appended to the CBA, will be followed.

#### **ARTICLE 22: SALARY RATES**

- A. The City will maintain the current structure of the Pay Plan as in effect on May 15, 2023. 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 Professional Unit employees are assigned. The results of such reviews will be used to inform salary adjustments for bargaining unit members. The City will set aside and utilize \$110,000 in Fiscal Year 2026 (Year One of the Agreement) and \$140,000 in Fiscal Year 2027 (Year Two of the Agreement) to fund said adjustments and bring salaries into alignment with market comparators, as determined by the findings of the City's class and comp review.
- F. In the event the Council does not appropriate funds in accordance with this agreement, the parties will negotiate in good faith in accordance with the CBO.

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

#### **ARTICLE 23: EFFECT OF AGREEMENT**

##### **Section 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 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 or covered in this Agreement are waived. The express provisions of this Agreement, therefore, constitute the complete and total agreement between the City and the Union. 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.

## **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 that is binding on the City, such term or provision shall continue in effect only to the extent permitted by such law or the decision of a court. 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.

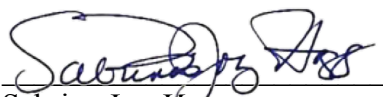
## **ARTICLE 24: RULES AND REGULATIONS**

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 by this Agreement.

## **ARTICLE 25: DURATION**

This Agreement shall be for the three-year period, from July 1, 2025 to June 30, 2028 and the terms contained herein shall become effective July 1, 2025, unless otherwise specified. It is expressly understood and agreed that this agreement is subject to ratification by the Union Membership.

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-Hogg  
Interim Chief Administrative Officer



LaNoral Thomas, President  
SEIU Virginia 512

Collective Bargaining Agreement between City of Richmond, Virginia and  
Service Employees International Union, Local 512  
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 included outside attorney fees, arbitration fees, etc (see articles 17 and 18 below).	\$100,000	\$100,000	\$100,000
N/A	N/A	Labor Relations Manager and one staff.	\$72,420	\$147,193	\$224,396
	Preamble	Defines the parties to the Collective Bargaining Agreement (“CBA”) and its purpose.	None	None	None
1	Recognition	Restates the recognition of the Union in the Professional Unit as certified and in accordance with the Collective Bargaining Ordinance (“CBO”).	None	None	None
2	Management Rights	Restates the City’s management rights per the CBO and the Union’s intention not to waive its rights per the CBO.	None	None	None
3	Union Business	<p>Provides Union Officials with access to City premises for the performance of official Union business. Sufficient notice is required.</p> <p>Provides that the City will provide the Union with 400 hours per fiscal year of the CBA to be used by designated bargaining unit members. Part of the costing reflects time off the job by union members to attend meetings.</p> <p>Provides for one employee to take a leave of absence without pay or benefits upon the request of the Union. May be up to one year and one or more potential extensions allowed, at the request of the Union. Most of the costing reflects pay and benefits or a contractor/temp of one person is hired each year to assume the duties, plus benefits.</p> <p>Provides the City will conduct anti-bias training as per the City’s AR. Training will be conducted within three months of hiring a new employee or promotion to a bargaining unit position.</p>	\$102,465	\$105,793	\$109,230
4	Union Security	Provides that the City will deduct Union dues with each paycheck from the pay of employees who voluntarily authorize such deductions by submitting the appropriate signed authorization to the City. Fiscal impact includes a one-time program set up cost, and additional staffing needed for program maintenance	\$62,886	\$14,929	\$15,415
5	Labor Management Committee	Establishes a Labor Management Committee to address issues within the scope of the CBA. The committee will	\$1,570	\$1,621	\$1,673

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Article Number	Article Title	Change in Current Policy	Estimated Fiscal Impact		
		<p>consist of no more than three members selected by the City and no more than three department employees selected by the Union.</p> <p>Additionally provides that meetings will be conducted during regular work hours. During the meetings employee members will be relieved from duty and paid for the time attending the meeting.</p>			
6	Employee Expenses	Incorporates the City's Administrative Regulation regarding travel expenses. A case study will be done through the Labor Management Committee.	None	None	None
7	Telework	Incorporates the City's Administrative Regulation regarding telework.	None	None	None
8	Job Posting/Promotions/ Transfers/Contracting Out	<p>Incorporates the City's Administrative Regulations regarding job postings, promotions, transfers, and contracting out.</p> <p>A study will be done on staffing issues through the Labor Management Committee.</p>	None	None	None
9	Out of Title Work	<p>Incorporates the City's Administrative Regulations regarding job vacancies and pay policy.</p> <p>A study will be done on out of title work through the Labor Management Committee.</p>	None	None	None
10	Layoffs & Recalls	<p>Incorporates the City's Administrative Regulation regarding layoff and recall procedures.</p> <p>A study will be done on layoff and recall procedures through the Labor Management Committee.</p>	None	None	None
11	Evaluations	<p>Incorporates the City's Administrative Regulation regarding Performance Evaluations and Discipline Policy.</p> <p>A study will be done on employee evaluations through the Labor Management Committee.</p>	None	None	None
12	Personnel Records	<p>Incorporates the City's Administrative Regulation regarding Maintenance and Release of Personnel Information.</p> <p>Section 1: A Union representative will be allowed to accompany an employee to review personnel records and an employee may request the addition</p>	None	None	None

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Article Number	Article Title	Change in Current Policy	Estimated Fiscal Impact		
		<p>performance-related documents to their Personnel Record</p> <p>Section 2: Employees will be copied on any material related to work performance or discipline that is placed in their personnel record.</p> <p>Section 3: Reprimands more than eighteen months old, provided there has been no subsequent discipline imposed, will not be used as a basis for denial of a transfer or promotion or for evaluating an employee's performance</p>			
13	Training	Incorporates the City's Administrative Regulation regarding the Tuition Assistance Policy.	None	None	None
14	Lactation Accommodations	Incorporates the City's Administrative Regulation regarding the Lactation Support Policy.			
15	Health & Safety In the Workplace	Provides the City's compliance with federal, state, and local laws and regulations that apply to workplace conditions.	None	None	None
16	Anti-Discrimination	Incorporates the City's anti-discrimination ordinances and regulations, including the City's Administrative Regulation regarding the Anti-Harassment Policy.	None	None	None
17	Grievance Process	<p>Incorporates the City's current grievance process with modifications to grievability determinations, steps of the grievance process, and appeals.</p> <p>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.</p> <p>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.</p> <p>The AHO's ruling will be final and binding on the parties.</p> <p>Note: Costing is included in the first item for professional fee.</p>	None	None	None

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Article Number	Article Title	Change in Current Policy	Estimated Fiscal Impact		
18	Contract Dispute Resolution	Provides procedure for contract disputes under the CBA. 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
19	Holidays	Incorporates the City's Administrative Regulation regarding Holidays.  Bargaining unit employees will receive a minimum of seventeen holidays each year	None	None	None
20	Leave	Incorporates the City's Administrative Regulations regarding the Leave Policy, Return to Duty Program, Workers' Compensation, Leave Status Pending Disciplinary Review and/or Investigations, Paid Parental Leave Policy, and the FMLA Policy.  No change to current policy.	None	None	None
21	Language Differential Pay	Incorporates the City's Administrative Regulation regarding Language Differential Pay.  No change to current policy.	None	None	None
22	Salary Rates	Provides the City will maintain the current structure of the Pay Plan in effect on May 15, 2023.  Year 1: Increase of 3.25%  Year 2: Increase of 3.25%  Year 3: Increase of 3.25%  FY 2026: \$110,000 set aside and utilized for wage adjustments after class and comp review.  FY 2027: \$140,000 set aside and utilized for wage adjustments after class and comp review.	\$1,169,597	\$2,508,564	\$4,151,428
23	Effect of Agreement	Provides the Parties' acknowledgment of negotiations that resulted in the Collective Bargaining Agreement.	None	None	None



Collective Bargaining Agreement between City of Richmond, Virginia and  
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Article Number	Article Title	Change in Current Policy	Estimated Fiscal Impact		
24	Rules and Regulations	Provides that bargaining unit employees shall comply with all terms and provisions of all applicable City rules, policies, procedures, and regulations.	None	None	None
25	Duration	Provides duration of Collective Bargaining Agreement.	None	None	None
	Total		\$1,618,937	\$2,988,100	\$4,602,142

Grand Total \$9,209,179