

**COLLECTIVE BARGAINING
AGREEMENT**

between

CITY OF RICHMOND, VIRGINIA

and

RICHMOND COALITION OF POLICE

**Effective From
July 1, 2024 through June 30, 2027**

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PREAMBLE

This Agreement is entered into by and between the City of Richmond ("City") and the Richmond Coalition of Police ("RCOP" or "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 officers and police department 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 Police Department General Orders, this Agreement will supersede.
- (b) Unless otherwise indicated, references to the "Chief of Police" encompasses anyone designated by the Chief of Police to act in his/her place.
- (c) All gender pronouns should be construed as referring to all genders.
- (d) 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.
- (e) Unless otherwise stated or if the context requires otherwise, the term "employee" refers to employees in the Police bargaining unit.

ARTICLE 2: RECOGNITION & UNIT

Section 1. Recognition.

The City recognizes the Union as the exclusive bargaining representative of the "Police" bargaining unit defined in City Code Chapter 2, Art. VI, Div. 6, §2-1306, and for purposes of collective bargaining as set forth in that Division 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 assignments.

Department management will meet with the Union to discuss any planned elimination of assignments filled by bargaining unit employees. The meeting will be held far enough in advance of the planned elimination for the Department to consider the Union's input and any suggested changes if applicable. If the City exercises its prerogative to eliminate any assignments held by

an employee covered by this Agreement, displaced employees who remain in the same job class will not suffer any diminishment in base wage and will be provided as much notice as possible, but no less than 60 days' advance notice.

The displaced employee's transfer will not result in the displacement of any other employee. The displaced employee's job will be protected for six months, after which the employee's job will be subject to any subsequent regular bidding process among employees in the Precinct.

ARTICLE 3: MANAGEMENT RIGHTS

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).

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.

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 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 the 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 statement will be submitted within three business days following the remittance.

Section 5. Revocation.

Authorization to pay Union dues may be revoked by the employee upon written notice to the Union and the City. Revocations will be processed within a 30-day time period. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. If the City inadvertently makes deductions from an employee who did not authorize a

deduction or revoked authorization in accordance with this Article, the Union agrees to refund the deduction to the employee, including all service fees.

Section 6. Indemnification.

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

ARTICLE 5: PROBATIONARY PERIOD & SENIORITY

Section 1. Seniority.

- (a) "Department Seniority" will be the earliest date that an employee is hired by the City to work for the Department in either a sworn police officer or a civilian position and has been continuously employed since that date except as provided elsewhere in this Section. When two or more employees have the same Department seniority date, the employee with the lower code number will be considered to have greater Department seniority over the other employees with the same Department Seniority date. "Rank Seniority" will be determined based on the effective date of the employee entered his current rank. When two or more employees within a rank have the same date of promotion, the employees with the lower code number will be considered to have greater Rank Seniority over other employees in the same rank with the same date of promotion.
- (b) An employee who leaves the bargaining unit and returns within 12 months will reclaim his prior Department seniority dates for all purposes under this Agreement, including but not limited to vacation accrual rates. At the time the employee returns, the employee's seniority date shall be his original date of hire less any break in continuous service. Employees who are separated for greater than 12 months will not be entitled to reclaim their prior Department seniority dates.
- (c) The City will transmit to the Union on a semi-annual basis seniority lists of both Department and Rank seniority dates. The Department will send out the Department seniority list following execution of this Agreement. Each employee will be required to either verify or dispute his seniority dates on that list within one month. Disputes will be submitted to the grievance procedure.

Section 2. New Hire Probationary Period.

An officer will be considered to be on probation until 12 months after completion of the Police Academy, to include laterals. 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. New hire employees are considered at-will during their time at the Police Academy and during their probationary period. The City shall have the sole right to discipline, terminate, or lay off employees in their probationary period without any reason or notice. Such

employees shall not have access to either the dispute resolution 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 months beyond the initial 12-month period set forth above on a case-by-case basis. If the employee missed time due to injury or illness during the 12-month period, that amount of time will be added to the end of the 12-month 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 Department approved leave will keep his seniority dates and continue to accrue seniority.

Section 4. Termination of Seniority.

An employee's seniority will be terminated when the following occurs: Resignation, voluntary quit, discharge for just cause, discharge during probationary period, or by retirement.

Section 5. New Hires.

The City will notify the Union of all new hires once the roster of officers is complete for the upcoming academy session upon request. The notice will include the employee's name, rank at hire, rate of pay and code number. The Union will be given at least two hours to speak to all new recruits (as a group) at some point during their training period.

Section 6. Certain Seniority Rights Suspended on Transfer.

- (a) When an employee is transferred or detailed into a different division of the Department due to an adverse personnel action, the employee will not be allowed to use their seniority rights ahead of any other employees in that division for purposes of shift or vacation selection for a period of six (6) months.
- (b) When an employee voluntarily transfers or is detailed into a different division of the Department, the employee will not be allowed to use their seniority rights ahead of any other employees in that division for purposes of shift or vacation selection for a period of three (3) months.
- (c) When an employee is transferred into a different job as a result of position elimination, the employee's rights will be as per Article 2 of this Agreement.

Section 7. Applicability.

The provisions of this Article are limited to Department and Rank seniority.

ARTICLE 6: LAYOFFS & RECALLS

Section 1. Layoff & Recall Order.

If layoffs in the Department are necessary, they will be made in reverse order of Department Seniority. If there are necessary reductions in a rank, demotions will be made in reverse order of Department Seniority. Recalls from layoff will be made in order of Department Seniority order.

Section 2. Departmental Seniority Accrual During Leaves of Absence.

- (a) **Layoff.** On an employee's return from layoff, their Department seniority will be restored in accordance with Article 4, Section 1(b), and they will receive the same rate of pay they would have received had they never been on such leave, provided the layoff period does not exceed 12 months.
- (b) **Medical Leave.** An employee on disability, medical leave of absence, or any other Department-approved type of leave will have their seniority restored upon their return to work in accordance with Article 4, Section 1(b) of this Agreement and will receive the same rate of pay they would have received had they never been on such leave.

Section 3. Contact information.

Every employee will be required to keep a current residential address and cell phone number via the City's self-service portal. That information will be used for notices of recall. The Department will send a notice of recall to employees through U.S. Mail. The employee will have 30 days from receipt to contact the Department regarding their decision to return to duty.

ARTICLE 7: UNION AND EMPLOYEE RIGHTS

Section 1. Union Leave Hours.

- (a) In each fiscal year of this Agreement, the Union will be provided a maximum bank of 1,700 hours of organizational paid leave hours ("Union Leave Hours"). The hours will be accrued as follows:
 - 1. The City will provide the Union with 1,000 hours per fiscal year of this Agreement; and
 - 2. The Union's members can contribute up to an additional 700 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 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, 2024, for the remainder of FY25 and by June 1 of each year for the subsequent fiscal years of this Agreement. The parties will agree no later than July 15, 2024, on a form for Union members to submit for Leave contributions.
- (b) Union Leave Hours may be used to handle labor relations matters, including, but not limited to, contract dispute processing and assisting members in internal administrative investigations.

- (c) Union Leave Hours will be given a separate pay code for employees to select. Employees shall add a note in the Department's timekeeping system to generally describe the work performed by the employee on behalf of the Union. Union Leave Hours cannot be used for times when an employee is in an unpaid leave status. Union Leave Hours used for times when an employee is not scheduled to be on duty will be flexed with the employee's regularly scheduled hours in an effort to avoid the employee incurring overtime pay. 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 Department of any changes in the list of bargaining unit members eligible to use Union Leave Hours.
- (d) 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 15 calendar days 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.
- (e) Union Leave Hours will be used in a minimum increment of one (1) hour.
- (f) Union Leave Hours will always be paid the employee's straight time rate of pay although they will be counted towards 80 hours per pay period for purposes of overtime.
- (g) 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.
- (h) At least 48 hours' notice of the need for Union leave will be given to the employee's immediate supervisor unless the need for leave could not have been reasonably anticipated. The request for Union leave will be subject to the Department's standard leave approval process.
- (i) The Union will be provided an office at RPD Headquarters.
- (j) Contributed Union Leave hours that remain unused at the end of the fiscal year may be rolled over to the next fiscal year, but the balance of Contributed Union Leave Hours may not exceed 700 hours in any fiscal year.
- (k) Union Leave Hours will not be paid out.

Section 2. Contract Negotiations.

Union Leave for renewal contract negotiations will be handled pursuant to the same terms as the 2023 negotiations. This time will not be deducted from the bank of Union Leave Hours.

Section 3. 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 grievances, representing the Union in contract grievance 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 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, Shop Stewards do not have the authority to settle contract grievances. To the extent that some of the designated Shop Stewards are also members of the Union's Executive Board, the Union will inform the City if those individuals have more authority to resolve contract disputes than Shop Stewards do.

Section 4. Contract Grievance 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 Department operations or impede the employee's official duties.

ARTICLE 8: PERFORMANCE EVALUATIONS

The Department's General Order 05-08 with the effective date of April 1, 2020, will be revised as follows and deemed to be incorporated into this Agreement:

Section VI.B will be deleted in its entirety and left blank. (Note: On the April 1, 2020, version Section VI is erroneously labeled as Section II.)

Section VI.G.10 will be revised to read as follows:

10. Rebuttal Process.

- (a) **Step 1.** If the employee disagrees with their rating category, the employee may file a written rebuttal and supporting documentation within seven (7) calendar days and may request a meeting with their evaluator in their chain of command. The evaluator will review the employee's written submission and, if the evaluator finds it appropriate, will discuss the matter with the employee's reviewer. After the meeting, the evaluator shall advise the employee of the determination to either modify the evaluation or preserve it as written. That determination can be made at the end of the meeting or within seven (7) calendar days after. The evaluator shall document the discussion with the employee and if applicable issue a revised evaluation.
- (b) **Step 2.** If the employee disagrees with the Step 1 determination, the employee may submit a written rebuttal and supporting documentation within seven (7) calendar days of receipt of the determination with the reviewer. A copy of the rebuttal must be provided to the Police Human Resources Manager and the

OIC of the division. The reviewer will review the employee's written submission and, if the reviewer finds it appropriate, will discuss the matter with the employee's evaluator. After the meeting, the reviewer shall advise the employee of the determination to either modify the evaluation or preserve it as written. That determination can be made at the end of the meeting or within seven (7) calendar days after. The reviewer shall document the discussion with the employee and if applicable issue a revised evaluation.

- (c) **Step 3.** If the employee disagrees with the Step 2 determination, the employee may submit a written rebuttal within seven (7) calendar days of receipt of the determination with the reviewer's supervisor. A copy of the rebuttal must be provided to the Police Human Resources Manager and the OIC of the division. The reviewer's supervisor will review the employee's written submission and will have a meeting with the employee to discuss the matter with the employee. After the meeting, the reviewer's supervisor shall advise the employee of the determination to either modify the evaluation or preserve it as written. That determination can be made at the end of the meeting or within seven (7) calendar days after. The reviewer's supervisor shall document the discussion with the employee and if applicable issue a revised evaluation. The decision of the reviewer's supervisor shall be final.

ARTICLE 9: INTERNAL INVESTIGATIONS

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. For purposes of this Article, "interview" is limited to administrative investigations conducted by IAD.

- (a) The Shop Steward will have a reasonable amount of time, but no more than 30 minutes, before the interview to discuss the matter privately with the employee.
- (b) The Shop Steward will not be allowed to behave in a manner that is disruptive to the interview. Additionally, the employee and the Steward may request a short break during the interview to speak privately as long as no question is pending. These private meetings shall not be recorded or observed by the City. The interviewer may not require the employee to disclose what was discussed during the break, however, if the employee changes an answer, the interviewer may ask why the employee changed their answer. The Shop Steward may ask procedural or clarifying questions at the conclusion of the interview.
- (c) The Department will not question shop stewards about the contents of their conversations with represented employees. All employees and Shop Stewards must adhere to the Department's Code of Conduct, as set forth in General Order 01-01, including but not limited to the subsections on Conformance to Laws, Immoral

Conduct, Confidentiality, Full Disclosure, Truthfulness, Duty to Inform, and all other applicable Department policies.

- (d) Questioning shall not be delayed for longer than 24 hours in order to give the employee an opportunity to consult with or request attendance from the Shop Steward at the scheduled interview. Any delay in obtaining an alternate Shop Steward shall not count toward the timelines set forth in Section 4 below.

Section 2. Complaint Notification.

Consistent with the scope of investigations under Section 1 above, before answering questions, an officer who is the target of an investigation and their Shop Steward, if the employee elects to use this service, will be informed of the nature of the complaint, and which potential policy violations are being investigated, unless the Department determines that advance notification would compromise the investigation process.

Section 3. Cooling Off Period.

For purposes of this Agreement, a cooling off period is permitted subsequent to any incident involving the use of deadly force or any incident that results in serious bodily injury or death to any person. The Union's President, Vice-President, and Treasurer will be included on the "All Page" notifications of critical incidents per Department protocol. After any such incident, involved officers will be given at least 48 hours before being required to answer questions or give a statement to the Department barring any extenuating circumstances. Officers may voluntarily answer questions or give a statement to the Department after such an incident before the 48-hour cooling-off period ends.

Nothing in this section precludes the Department from requiring an employee to provide a "public safety concerns" statement and/or to obtain suspect information following a critical incident.

Section 4. Time Limits on Internal Investigations Under Internal Affairs.

The Department will attempt to complete internal investigations, to include final disposition, of an officer being handled by IA within 120 calendar days from when the Department initiates the investigation. The Department may extend any internal investigation in 30-day increments, with a maximum of two such extensions. Such extensions must be approved by the Chief. Any additional extensions must be consented to in writing by both the employee and the Department.

The timelines set forth above will be held in abeyance during the pendency of any criminal investigation. In cases involving potential criminal misconduct, the timelines set forth above will be held in abeyance until the Commonwealth's Attorney's Office either declines prosecution or criminal proceedings are otherwise concluded. Notice of such resolution will be provided to the affected officer(s) immediately. In cases in which the affected officer(s) have requested Union representation, the Department will also give such notice to the Union.

Section 5. Notification of Findings.

The Department will promptly notify the employee in writing of the disposition once the investigation has been completed and approved.

Section 6. Disclosure of Findings.

When a prospective employer seeks to review an employee's disciplinary record, the Department will only disclose investigations with a finding of Substantiated, Exonerated- Other Violations Noted, Improper Action, or Secondary Violations Substantiated to the prospective employer. IA will prepare an Employer Disclosure Form setting forth all investigations with the above-referenced findings and any other required disclosures under Virginia Code § 15.2-1705. Employees may request to review the prepared Employer Disclosure Form and compare it to their control card before the form is produced to any prospective employer.

Section 7. Release of Investigative Report.

If the investigation results in grievable discipline of the employee and the employee appeals the discipline through the applicable grievance process, the Department will give the employee an investigation summary when the grievance is filed. The Department will have the right to redact any names in the report.

Section 8. Confidentiality.

The Union agrees that it will maintain the confidentiality of internal investigations which Union officials and Shop Stewards are involved in a representational capacity. The Shop Steward who participates in an Internal Affairs investigation at the request of another employee will only be permitted to discuss such matters with the following people: the Union's Executive Board; the Union's legal counsel, the employee and the employee's legal counsel. The listed people may discuss this matter amongst each other. The Shop Steward shall at the time of the interview with Internal Affairs execute an Order of Confidentiality.

Additionally, on an annual basis, the Executive Board will be given an Order of Confidentiality from Internal Affairs generally directing that no information learned during the pendency of an investigation and throughout the year from Internal Affairs investigations may be discussed beyond the individuals listed above. If one of the Executive Board members of the Union is involved in or the target of an investigation, they will recuse themselves from any internal union discussions about the matter.

Section 9. Review of Accused Officer's Administrative Interview.

Employees who are subject to discipline from an administrative investigation may request, after the filing of a grievance or Dispute, to review the recording of the employee's own interview and any associated transcript created from the interview of the accused employee. The IAD Investigations Commander shall be responsible for coordinating the date and time for the review. The employee may be accompanied by his or her Shop Steward and/or legal counsel during the review.

ARTICLE 10: 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 Department'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 also have counsel present. If the employee has counsel present, the City may also elect to have counsel in the meeting. The Union representative must conform with the requirements set forth in Article 6 of this Agreement.

Section 3. Disciplinary Appeal Steps.

Section 5.19 of the City's Administrative Regulations dated July 1, 2023, will remain in effect 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 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 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) 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 11: 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 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 contract dispute procedure within the time limits set forth herein, the contract dispute shall be deemed settled on the basis of the last response to the contract dispute by the Department. 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 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 Captain 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 twenty (20) calendar days after the date of the occurrence giving rise to the contract dispute or after 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) calendar days after submission of the contract dispute. Management will issue its decision on the contract dispute within fourteen (14) calendar days after the Step 1 meeting.

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 the appeal to the designated Step 2 representative within fourteen (14) calendar 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) calendar days after receipt of the Step 1 response. Management will issue a Step 2 Response within fourteen (14) business days of receipt.

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 the appeal to the Chief or the Chief's designee within fourteen (14) calendar days of receipt of the Step 2 Response. The Union and the aggrieved employee(s) shall meet with management to discuss the contract dispute within fourteen (14) calendar days after receipt of the Step 2 response. Management will issue a Step 3 Response within fourteen (14) calendar days of receipt.

Step 4 – If the Union is not satisfied with the Step 3 Response, it may, within fourteen (14) calendar days of receipt, notify the City in writing that the Union 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 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 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 60 minutes to present its side of each case including openings and closings.

Section 7. Exclusions.

In addition, as set forth in Article 4 of this Agreement, probationary employees do not have access to the contract dispute procedure set forth in this Article.

ARTICLE 12: POSITION VACANCIES, REASSIGNMENTS, AND PROMOTIONS

Section 1. Reassignments and Non-Promotional Vacancies.

(a) Definitions:

- (1) Division: Organization within the Police Department headed by a Captain or civilian.
- (2) Operation: Organization within the Police Department headed by a Major or civilian equivalent.
- (3) Reassignments: The movement of an employee from one assignment to another.
- (4) Service: Organization within the Police Department headed by a Deputy Chief or civilian equivalent.
- (5) Special Assignments: Nonpatrol assignments
- (6) Team: Organization within the Police Department headed by a Sergeant or civilian equivalent supervisor.
- (7) Unit: Organization within the Police Department headed by a Lieutenant or Civilian manager.

(b) Procedure:

- (1) Eligibility criteria and process when requesting re-assignment:

Employees must have at least one (1) year of service in their current assignment before requesting reassignment.

A. Medical Exception: Employees who encounter medical conditions, after being reassigned, will be exempt from this rule (Examples: allergies that develop in K-9 or Mounted units, et cetera.)

- (2) Employees shall have received an Overall Performance Rating of "Meets Expectation" or greater in their current position before being considered for reassignment.
- (3) Must not have been suspended more than a total of 6 days in the past 24 months, must not have any substantiated incidents involving the use of excessive force in the past 24 months, and must not have been convicted of any criminal offense in the past 24 months.
- (4) Any employee desiring a reassignment shall submit a resume and Part I of the Request for Reassignment Form (PD-15) to his/her first line (immediate) supervisor. The first line supervisor will complete Part II of the Request for Reassignment Form (PD-15) and forward the complete package which must include signatures of all members of the employee's chain of command, through channels to the designated Division Captain, Precinct Commander or civilian equivalent.
- (5) Resumes should highlight an employee's personal and professional accomplishments, detail the employee's previous assignments, responsibilities and previous training; and include any other relevant information.
- (6) Interviews will be conducted of all eligible applicants. A multi-employee panel, typically comprised of three employees, will interview all eligible applicants. Sworn members of the panel will rank higher than the eligible applicants. The highest-ranking officer in the division will select the panel chairperson. The chairperson will then select the remaining panel members. Panel members must be diverse, free of conflicts of interest, and have no recent egregious disciplinary violations. In addition, all panel members must have attended the Panel Interview Training course with Human Resources. The evaluation scores will be ranked in order; the ranking will have random identification numbers, but each applicant will be told in advance what his identification number is. RCOP's Executive Board will be given the ranking list with names identified to verify compliance with this Article. The Union's Executive Board acknowledges and agrees that it must maintain confidentiality of the ranking list.
- (7) Some Primary reassignments may include an additional physical assessment evaluation by subject matter experts. The results of any such assessment will be factored into the ranking list described above.
- (8) The Chief will make the ultimate decision with regard to filling the vacancy. The Chief or his designee can call some or all applicants in for an interview at the final selection stage as he sees fit.

(9) Sector bidding process - Officers assigned to sectors are to be allowed to bid on vacant positions within that and other sectors.

A. Bidding for the sector shifts within precincts will begin October 1st with the final bid list completed by December 1st of each year. The bid will remain valid for one year. The movement of officers will occur within the first two weeks of every January based upon the payroll cycle. (This will also allow the officer to have 60 days to prepare for schedule change).

B. Only those officers wishing to move to a vacancy that the Department is filling are required to submit an interoffice memo to their commander. Officers should use "shift/precinct bid" as the subject line of the memo.

C. Precinct Seniority- An officer or supervisor will not have seniority within a precinct until assigned to that precinct for a period of 6 months. When breaks in service have occurred, the latest date of hire will be used to determine seniority. Seniority will be based upon the following:

- i. Sergeants - by the date of appointment to that particular rank. If two or more employees have the same date of appointment, then the date of hire shall be used.
- ii. Police Officers/ Detectives - by the date of appointment as a police officer. If two or more employees have the same date of hire, then the lowest code number shall be used.

(10) Cross Sector/Precinct Bidding Process:

Cross Sector bidding process within Precinct- Bidding reassignment across precinct sectors will be allowed throughout the year as vacancies exist. Officers and supervisors will be allowed throughout the year as vacancies exist. Officers and supervisors will be allowed to bid for cross-sector shifts within the precinct in which they are currently assigned if a vacancy exists. Cross-sector vacancies will be filled by seniority. Officers must wait six (6) months before their seniority can be applied towards bidding.

Cross Precinct bidding process- Bidding for assignment across precincts will occur every year. Cross precinct bid list will be completed by December 1st and remain valid for one year.

A. A bid list will be compiled for the position(s) and shift that is open along with an announcement that will be distributed to precinct personnel.

B. Officers requesting reassignment across sectors within a precinct shall submit an inter-office memo through channels with "Shift/Precinct Bid" as the subject line of the memo to the appropriate Precinct Commander.

- C. Officers requesting reassignment across sectors shall complete and submit Part I of the PD-15 and a resume through channels to their present Precinct Commander within 14 working days of the vacancy announcement.

Section 2. Secondary Assignments.

The parties recognize that the Department implements various types of secondary assignments that may include extra pay (subject to the terms of this Agreement) but that do not amount to a full-time assignment for the officer. These duties and assignments provide opportunities for officers to expand their skill sets, broaden career development, and contribute more to the Department. As such, they should be assigned in a fair manner. The parties acknowledge that the Department retains its authority to structure the operations of the Department as it sees fit; the provisions of this Agreement only address how employees are chosen to fill bargaining unit opportunities within that structure and its parts.

When the Department fills vacancies in any such Secondary Assignments, the process will be the same as set forth above for filling full-time job assignments. The parties recognize that the Department has the authority to require officers on certain shifts to fill these duties and assignments; within those needs, the process set forth above will be followed. The Department will have the authority to state in the vacancy announcement any additional qualifications, physical requirements, or certifications a candidate must meet to participate in the application process. Some secondary assignments may also include an additional component, including but not limited to a physical test, an assessment, or other similar process.

Nothing in this Section is intended to limit the authority of the Department to increase or decrease (including eliminate) the number of slots for any Secondary Assignments. In addition, nothing in this Section is intended to limit the authority of the Department to assign employees to the Crowd Management Team ("CMT"). The Department will provide the Union with updates as to what secondary assignments are current.

The Labor Management Committee will meet on or before December 31, 2024, and at additional times if desired by both the Union and the City, with the intention of developing a Memorandum of Understanding regarding the policies and procedures for rotating employees off the CMT.

Section 3. Promotions.

(a) Definitions:

- (1) **Job Description:** A description of the tasks, duties, responsibilities, and working conditions associated with the job. A job description generally contains information on what the employee will do; the knowledge, skills, and abilities (KSAs) the job requires; and the working conditions and the job's physical demands. The job description should entail the job title, reporting relationships, identification of critical or essential elements of each position, and dissecting the job into essential parts.
- (2) **Promotion:** A change in the status of an employee from a lower position in one class to a position in another class having a higher maximum salary range.

- (3) Police Officer: A sworn employee who executes police work to protect life and property by enforcing laws and ordinances. A Police Officer is primarily responsible for patrolling the City's jurisdiction, responding to citizen calls, conducting investigation activities and problem-solving.
- (4) Police Sergeant: Provides first-line supervision, technical assistance, and administrative control over a unit of police officers, detectives, or investigators assigned to a geographic area of the City or assigned to specific law enforcement tasks; schedules, deploys, and assigns personnel following departmental policies and applicable service level requirements; conducts roll calls or briefings; observes, evaluates, develops, advises, and counsels personnel regarding job performance; directs tactical operations in given situations; and performs law enforcement duties as required.
- (5) Police Lieutenant: Manages, supervises, and coordinates the operations and activities of an assigned operational unit(s); conducts periodic inspections and tours of various Precincts observing personnel demeanor, efficiency, and general appearance; advises and assists subordinate supervisors and officers in the performance of their law enforcement duties; assumes command in emergency situations; directs and coordinates activities of various units within the Department; evaluates police technology and reviews law enforcement literature; surveys agency personnel and confers with police administration to determine training and equipment needs; assesses current programs and makes recommendations as to new directions; facilitates inter and intra departmental cooperation; participates in disciplinary actions; maintains records; conducts and participates in the division's budget preparation process; conducts and participates in special studies; serves on regular and special committees; and prepares recommendations to the Command Staff for operational efficiency.
- (6) Professional History Portfolio: For purposes of this Article, a "Professional History Portfolio" is a standardized submission created by the City's outside promotional vendor that details the employee's work history, skills, abilities, and accomplishments.

(b) Procedure:

(1) Promotion:

Sworn Personnel Promotional Announcement (Promotions to Sergeant and Lieutenant):

In accordance with General Order 05-01, dated July 28, 2021, the Human Resources Division Chief or designee will issue an announcement approved by the Chief of Police, advising all Police Department personnel of the application period and testing processes for each rank. In addition to that announcement, a Promotional Announcement Bulletin may be generated through electronic, print, or other media created and posted in conspicuous places, which fully describes/lists the following:

- A. Job Description of the position including duties and responsibilities
 - B. Salary Range
 - C. Fair Labor Standards Act Status
 - D. Type of Recruitment
 - E. Recruitment Period
 - F. Minimum Requirements, including requisite skills and educational levels
 - G. Training and Experience Equivalent (if applicable)
 - H. Promotional Process (Written Test, Oral Board, and/or Assessment, if applicable)
 - I. Application Process
- (2) An applicant for promotion must meet the following disciplinary standards:
- A. No more than a total of six (days) suspension in the past 24 months;
 - B. No substantiated incidents involving the use excessive force in the past 24 months; and,
 - C. No conviction for a criminal offense in the past 24 months.
- (3) Written Examination, Assessment Center, Professional History Portfolio, and Chief's Interview
- A. Applicants will participate in the following components: (1) a written examination, (2) an Assessment Centers; and (3) a Professional History Portfolio. Each component will be factored to result in a final score. The written examination and Assessment Center will be administered and conducted by non-RPD personnel. The Professional History Portfolio will be graded by members of RPD command staff. The applicant will be presented with a list of fifteen potential graders and will be allowed to select a minimum of eight names. The City's outside vendor will select the final three individuals who will grade each applicant's submission.
 - B. The scoring weight of each component will be determined according to a matrix established by the City's outside vendor. The Union may have a representative present for the City's meetings with the outside vendor regarding the establishment of the scoring weights of each component.
 - C. The combined results of the promotional components will be used to determine a ranking order of applicants ("Promotional Eligibility List"). Each applicant will be given a unique candidate number known to them, but not to other employees. The Promotional Eligibility List will be shared with the Union's Executive Board.

The Union's Executive Board acknowledges and agrees that it must maintain confidentiality of the Promotional Eligibility List.

- D. The Department will promote from the Promotional Eligibility List to fill any vacancies.
- E. The Chief will determine the number of positions to be filled based on Department needs and will announce the number of vacancies to be filled. The Department will interview a pool of applicants from the Promotional Eligibility List based on the chart set forth below: (The interviews will not skip any candidate in the ranking.)

Number of Vacancies to be Filled	Minimum of candidates on Promotional Eligibility List who will be interviewed	Maximum of candidates on Promotional Eligibility List who will be interviewed
One (1) vacancy	Six (6)	Ten (10)
Two (2) vacancies	Seven (7)	Fourteen (14)
Three (3) vacancies	Eight (8)	Sixteen (16)
Four (4) vacancies	Nine (9)	Eighteen (18)
Five (5) vacancies	Ten (10)	Twenty (20)
Six (6) vacancies	Twice the number of vacancies +1	Six or more vacancies will require the Department to add 2 additional applicants to the number of interviewees set forth above (c.g., 6 vacancies = 22 names, 7 vacancies = 24 names, etc.)

- F. The Chief shall make the final selection for promotion. The Chief or his designee can call some or all applicants in for an interview at the selection stage as he sees fit. The Chief must select from the interviewed employees to fill the number of vacancies in the announcement, and the need to fill vacancies is within the Department's discretion. After the number of vacancies from the initial announcement are filled from that interview pool, the Department can start a new interview pool for subsequent vacancy announcements.
- G. The Promotional Eligibility List will remain in effect for twenty-four (24) months from the date it is initially issued.

- (c) Any promotion processes pending as of July 1, 2024, will conform with the terms of this Agreement.

ARTICLE 13: EXTRA WORK

Section 1. Off Duty Employment (Outside the Department).

Off-duty employment will be authorized by the Department and will be distributed by each site coordinator consistent with prior practice.

Section 2. Special Assignments and Extra Duty (Within the Department).

- (a) **Volunteers.** Special event details will be staffed first by volunteers (with the exception of employees assigned to SOD). If the total number of volunteers exceeds the number of positions needed for the job, the process will be governed by the Department's POSS fairness rotation. The POSS fairness rotation system will be updated after each special event and will be read-only accessible to employees.
- (b) **Officer Draft List.** If there is an insufficient number of volunteers, remaining needs will be staffed through a rotation system at the precinct and division levels. This list will run continuously and rank members by Department seniority within the precinct or division level. Employees will be selected in reverse order of Department Seniority until the necessary positions are filled. The draft for the subsequent special event will begin with the most junior officer not drafted for the previous special event. Employees on approved leave will be excluded but will remain in the rotation so they may be drafted for the next event.
- (c) **Supervisor Draft List.** The Department will establish a separate draft list for Sergeants and Lieutenants based on Rank Seniority. In the event a supervisor is needed for an event, the Department will select the supervisor with the lowest Rank Seniority first. The Supervisor draft for the next special event will begin with the most junior supervisor based on Rank Seniority that was not drafted for the previous special event.
- (d) **Requests for Exemptions.** The following rules will apply for exemptions from working special events due to vacation leave:
 - 1) An employee who submits approved Pulled Vacation shall be exempt from the draft for special events scheduled on dates that conflict with the employee's pulled vacation and the employee's Regular Days Off ("RDO") adjacent to the Pulled Vacation. For purposes of this Article, "Pulled Vacation" refers to vacation dates selected by seniority at the start of each calendar year.
 - 2) For all other vacation requests, if at the time the employee submits a vacation request, the employee also requests approval to be exempt from a special event on the employee's adjacent Regular Days Off, the Department will consider the request in conjunction with the vacation request and approve or deny the exemption request at the same time as the vacation request. If the RDO request is approved, the employee will be exempt from the draft for special events scheduled on the employee's RDO.

- a) The limitations on drafts set forth in Subsection 2 do not apply to events that have a historical propensity for civil unrest leading to damage to person and property as determined by the Chief of Police.
- 3) Employees who get exemptions will be at the top of the draft list for the next special event.
- (e) **Maintenance of Draft Lists.** Each division or precinct captain will designate a lieutenant to oversee the draft lists when members are required to work special events or any assignment outside of the employee's regularly scheduled duties. When a unit does not have a lieutenant, a sergeant will oversee the list. The Department will provide the Union with the draft list for each division or precinct after each special event. . (The list will denote who worked each event.)
- (f) **Exclusions.** The Department will have discretion to exclude from the rotation those employees who regularly work undercover or covert operations and whose presence at a public event could present an undue threat to the officer's safety or a threat to the integrity of ongoing operations.
- (g) Any mandatory overtime assignments will be paid via City payroll, not by an outside organization.

Section 3. Minimum Staffing and Patrol Overtime.

- (a) Needs will first be met by offering the work to volunteers. Each Precinct sergeant will maintain a sign-up sheet for officers interested in working specific shifts of Minimum Staffing Overtime. The shifts will be awarded on a first sign-up, first serve basis. The precinct sergeant may give preference to an employee who can fill the entire shift over those who can only fill part of the shift. The employees assigned will be finalized 48 hours prior to the shift needing coverage, unless the precinct sergeant becomes aware of the need on a shorter time frame, in which case the precinct sergeant will notify the employee as soon as possible.
- (b) Remaining needs will be filled as set forth in GO 06-01 as that GO existed as of April 15, 2023.

ARTICLE 14: TRAINING

Section 1. Required In-Service Retraining.

The Department will make reasonable efforts to schedule any mandated DCJS in-service training during the employee's regularly scheduled shift. The Department, should staffing permit, may offer employees the opportunity to attend such training outside their regularly scheduled hours and let the employee choose a regularly scheduled shift to have off during that pay period. The Department will make all reasonable efforts to provide at least two weeks' notice to an employee when a training is scheduled outside of the employee's regularly scheduled shift so that the employee can make any necessary personal arrangements. The Training Academy Director may,

where necessary to ensure that an employee retains all required certifications, require employees to attend training with less than two weeks' notice.

Section 2. Training Other Than Mandated-DCJS Training.

The Department will make reasonable efforts to schedule training other than in-service training during an employee's regularly scheduled shift.

ARTICLE 15: 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 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 or the Watch Commander and follow their instructions.

Section 3. Notification of On Duty Injury/Illness.

Employees who incur an injury/illness while on duty will report such injury/illness immediately and in person to the appropriate on duty supervisor.

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 the procedures set forth in General Order 03-03, effective July 2021; PD 21, Uniform-Equipment Replacement Request; and PD 148, Inspection Report. As soon as possible, the equipment shall be examined by qualified personnel as determined by the Department, to determine whether or not 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. In the case where a qualified personnel is not available for a decision, the captain or Watch Commander shall be responsible for determining whether the equipment is safe to operate.

ARTICLE 16: REFERRAL INCENTIVES

Administrative Regulation 5.29 "Employee Referral Incentive Policy" as in effect on July 1, 2023, will govern employee referral incentives.

ARTICLE 17: VACATION

Vacation leave for unit employees will be accrued, used, and administered as is consistent with Administrative Regulation 4.8, Leave Policy.

ARTICLE 18: SICK LEAVE

The terms of this Article will supersede the terms of any General Orders or Administrative Regulations to the extent they are inconsistent. Per Administrative Regulation 4.8, sick leave is granted at the discretion of the City. Use of sick leave may be denied if it appears to not be justified or is being wrongfully used. An employee should not assume sick leave will be approved simply because he or she has an accumulated sick leave balance. Sick leave is a benefit and not an entitlement.

Section 1. Notification.

If an employee must miss work due to illness, injury, or to act as a caregiver for someone in their immediate family who is ill or injured, the employee shall notify their immediate supervisor at least one hour in advance of their scheduled shift. Additionally, the employee will be required to notify their supervisor daily for each additional, unscheduled shift to be missed. Accrued sick leave may also be used in the event of pre-scheduled doctor's appointments as well, as long as coordinated with an employee's supervisor ahead of time.

Section 2. Extended Absence.

If an employee is absent more than three consecutive work days, he/she will be required to submit a note from a medical provider. The note must contain the date of the visit, a date the employee may return to work, and the provider's verification that the employee's medical condition prevented him/her from working on the days indicated. All medical information will be considered confidential. Per Administrative Regulation 4.8, if an employee does not provide this certification within ten (10) working days of their return to work, the employee may be charged with leave without pay and/or be subject to disciplinary action.

Section 3. Sick Leave Accrual Rates.

Sick leave will accrue in accordance with Administrative Regulation 4.8(B)(1).

Section 4. Sick Leave Carryforward.

Sick leave carryforward will be administered as set forth in Administrative Regulation 4.8(B)(3), except that employees hired after July 1, 2023, may carryforward a maximum of 600 hours.

ARTICLE 19: OTHER LEAVE

Section 1. Other Leave. Except as specifically provided otherwise in this Agreement, other leave benefits will be as provided for in the City's Administrative Regulations as may be amended by the City.

Section 2. Shared Leave. Shared leave will be administered in accordance with Administrative Regulation 4.8(F).

Section 3. Military Leave. An employee is entitled to a maximum of 21 workdays per fiscal year of paid military leave for military duty. Employees will be permitted to change their days with the approval of the Chief or his designee. Compensatory leave, annual leave or leave without pay (LWOP) will be authorized for military duty beyond 21 workdays per year. Employees will provide a copy of their orders requiring military leave to their immediate supervisor through their chain of command by close of the employee's next scheduled workday.

Section 4. Compensatory Leave. Compensatory Leave will be governed by Administrative Regulation 4.5, effective October 8, 2022.

Section 5. Parental & Family Leave. Parental and family leave will be governed by Administrative Regulation 4.3-A, effective April 8, 2023.

ARTICLE 20: HOLIDAYS

General Order 04-01 as revised April 1, 2020, will be followed for Holidays except as follows:

- (a) Mental Health/Wellness Days (or similar "open" holidays) will be the same number of hours of the employee's normal workday.
- (b) Employees will be allowed to use Mental Health/Wellness Days on the same basis as sick days. Employees will provide as much advance notice as possible prior to using a Mental Health/Wellness Day.

ARTICLE 21: CLOTHING ALLOWANCE & UNIFORMS

Section 1. Clothing Allowance.

Non-uniformed employees will receive a clothing allowance of \$250 per fiscal year during the life of this Agreement.

Section 2. Uniforms.

The Operating Manual 11-14, Focus Mission Team and Property Crime Detectives, and General Order 03-03, effective July 30, 2021, shall govern uniforms worn by bargaining unit employees, except as modified below.

All detectives shall wear business professional attire when required to make a death notification, attend court, or as directed by a supervisor. Business professional attire includes suit, tie, (or jacket), collared shirt, sweater, and dress pants. At all other times, detectives may wear an approved RPD polo shirt and 5-11 style tactical pants. The polo shirt must include the employee's name and rank. The Department will provide five polo shirts. Any additional shirts will be at the cost of the employee.

General Order 03-03, Section V(B)(5)(e) will be modified as follows:

Employees working events in the summer months will be authorized to wear the “summer uniform” approved by the SOD commander. The summer uniform will consist of an approved department polo shirt, police bike style shorts and black sneakers. Class C uniform.

ARTICLE 22: APPEARANCE STANDARDS

Section 1. General Order 04-04.

The terms of General Order 04-04 as updated September 5, 2019, are incorporated by reference into this Agreement except as specifically modified in this Agreement.

Section 2. Tattoos.

Tattoos on the neck, scalp, or hands obtained prior to May 23, 2023, are permitted unless deemed offensive under the standards of General Order 04-04. Employees who have a neck, scalp, or hand tattoo must contact their lieutenants within forty-five (45) days after ratification of this Agreement and have the lieutenant document and photograph the tattoo. This documentation will be included in the employee’s personnel file within RPD HR. Employees who fail to submit documentation and photographs are presumed not to have a neck, scalp, or hand tattoo.

Section 3. RCOP Pins.

Employees will be allowed to wear an RCOP pin of approved size on their Class A uniforms or non-uniform attire while on duty. RCOP pins shall be no larger than ½ in x ½ in. Pins must be of consistent dimensions, shape, and color. Pins shall be approved through the Business Services chain of command through to the Chief.

The wearing of RCOP pins shall be voluntary, and RCOP will not require members of the bargaining unit to wear approved pins while on duty or while acting in the capacity of a Richmond police officer. Employees may not wear pins during any assessment or interview process for internal promotion or transfer within the bargaining unit. In accordance with RPD General Order 05 – 09 AWARDS AND CITATIONS, VI. PROCEDURE, section J. 5 (Wearing of Award Medals and Bars), RCOP pins will be worn as follows:

All non-departmental medals, i.e. awards received from other law enforcement agencies and other approved recognizing organizations, shall be worn on the right shirt pocket flap, centered above the button.

ARTICLE 23: TAKE-HOME VEHICLES

The terms of General Orders 03-09 as revised March 30, 2020, and 03-10 as revised March 29, 2023, are incorporated into this Agreement.

ARTICLE 24: WAGES

Section 1. Wages. Employees will be paid as set forth as described below.

- (a) The City will maintain the current step plan for bargaining unit employees as in effect on May 15, 2023.
- (b) In accordance with the Pay Plan Ordinance 2023-074, sworn service time will begin upon graduation from the Academy less any break in service (except military or other leave as required by law), and step movement shall be based upon years of service as of June 30 of each year (e.g., an officer with 9 months of service as of June 30 will be considered to have 0 years of service). Future movement shall be one step per fiscal year based on the funding availability until the maximum step is obtained.
- (c) Step placement for lateral hires with prior law enforcement experience. The City will place lateral hires on a step based on their prior law enforcement experience, in accordance with the Pay Plan Ordinance 2023-074. Lateral hires with previous sworn experience with the Department will be placed on a step based on their academy graduation date.
- (d) Effective July 1, 2024, the City will increase the Sworn Step Plan by the amount necessary to place the Police Officer Step 1 position equal to 102% of the average, as of July 1, 2023, of the level 1 step 1 Police Officers in the following jurisdictions ("Area Jurisdictions"):
 - (i) Henrico County
 - (ii) Chesterfield County
 - (iii) Hanover County

The percentage adjustment to Step 1 Police officer will carry throughout the other steps in the step plan (i.e., if Step 1 goes up by 2%, then the entire step plan increases by the same). The pay scale for fiscal year 2025 is attached as Appendix A.

- (e) Effective July 1, 2025, the City will increase the Sworn Step Plan by the amount necessary to place the Police Officer Step 1 position equal to 103% of the average, as of July 1, 2024, of the level 1 step 1 Police Officers in the Area Jurisdictions.
- (f) Effective July 1, 2026, the City will increase the Sworn Step Plan by the amount necessary to place the Police Officer Step 1 position equal to 104% of the average, as of July 1, 2025, of the level 1 step 1 Police Officers in the Area Jurisdictions.
- (g) The percentage adjustment to Step 1 Police officer will either (a) carry throughout the other steps in the step plan (i.e.: if Step 1 goes up by 2%, then the entire step plan increases by 2%).
- (h) In the event City Council does not appropriate funds in accordance with this Agreement, the parties will negotiate in good faith in accordance with the CBO.

ARTICLE 25: VALUE-ADDED, SUPPLEMENTAL SKILL & PREMIUM PAY

Section 1. Value-Added Pay.

Employees holding the following positions or certifications will receive the corresponding Value-Added Pay in accordance with City Ordinance 2023-074 and the RPD Special Pay Guidelines, effective May 15, 2023, except as modified below:

- (a) Detective: \$0.50 per hour for all paid hours.
- (b) MPO: \$0.50 per hour for all paid hours.
- (c) FTO: \$1.00 per training hour.
- (d) Crash Investigation: \$0.50 per hour for all paid hours.
- (e) Foreign Language: Employees will be paid in accordance with Administrative Regulation 5.15.

Supervisors are not entitled to the value-added pay amounts set forth above.

Section 2. Premium Pay.

Employees will receive premium pay in accordance with City Ordinance 2023-074 and the RPD Special Pay Guidelines, effective May 15, 2023, except as modified below:

- (a) **Night Differential:** All employees whose regularly scheduled shift includes a majority of the shift between the hours of 1700 and 0800 will be paid an additional \$1.00 per hour for the entire shift in accordance with the terms of City Ordinance 2023-074(B)(20).
- (b) **Court time:** Employees required to appear in court outside their regularly scheduled hours will be paid for a minimum of three (3) hours. If the employee's court appearance obligation requires more time, the employee will be paid for the amount of time actually spent. If the employee is notified of release from the obligation to appear in court on less than 12 hours' notice, the minimum guarantee will still apply.
- (c) **On-Call pay:** Employees required to be on call, as defined in General Orders, for a non-holiday will be paid in accordance with Administrative Regulation 4.7, effective July 2, 2022.

ARTICLE 26: HEALTH CARE

Section 1. Medical, Dental & Vision Benefits

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

ARTICLE 27: TUITION ASSISTANCE & HIGHER EDUCATION INCENTIVE

Section 1. Tuition Assistance.

Administrative Regulation 7.6 "Tuition Assistance Policy" as in effect July 1, 2023, will govern the City's Tuition Assistance Program.

Each employee who qualifies for Tuition Assistance as provided for in Administrative Regulation 7.6 will be entitled to up to \$3,250 per fiscal year in reimbursements.

ARTICLE 28: MISCELLANEOUS

Section 1. Personnel Files.

An employee will continue to be allowed to make arrangements with RPD HR to inspect and receive their personnel file. If there is a contract grievance pending involving an employee, a Union representative will be allowed to accompany the employee while the employee reviews the employee's personnel file. The Department must receive written permission and authorization from the employee to permit the Union representative to accompany the employee.

Section 2. Revisions to Existing or New RPD Policies/General Orders.

The Department will provide digital access to the Union designee to review any new or revised Department Policy/GO that impacts the terms and conditions of employment of bargaining unit employees. The Union will have 14 days to review the draft and denote any comments or suggested revisions. If the draft is not reviewed within the 14-day period, the Union waives its right to comment or propose edits to the draft. This section does not apply to Executive Orders or Executive Memos.

Section 3. Lost and/or Damaged Department Equipment.

An employee will not be held financially responsible for any lost or damaged Department equipment or property unless the employee shows reckless disregard for the equipment or property. If he/she is held financially responsible, the reimbursement will not exceed the lesser of fair market value or actual repair cost. Reimbursements will be spread out over a 24-month period.

Section 4. Body Worn Cameras.

General Order 01-20 as in effect on April 16, 2021, will remain in effect except as follows:

If an employee is the subject of more than one BWC audit (consisting of two calls for service) in any one month, he or she will be notified.

Section 5. LEOSA Credentials.

The Department will continue to maintain a process, set forth in General Order 05-10, for verifying an employee's/former employee's qualification pursuant to the provisions the Law Enforcement Officers Safety Act (LEOSA). The Department will promptly issue the credentials described in 18 USC Sec. 926(d) to any officer/former officer who meets the criteria set forth in 18 USC Sec. 926C General Order 05-10.

Section 6. Defense & Indemnification.

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

ARTICLE 29: FINALITY, CONFLICTS WITH LAW & CITY PROVIDED BENEFITS

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.

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 30: EFFECTIVE DATES & RENEGOTIATION OF AGREEMENT

Section 1. Effective Dates of Agreement.

This Agreement shall be effective on July 1, 2024.

Section 2. Duration & Renegotiation of Agreement.

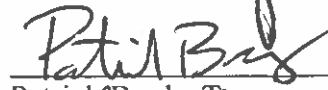
Renewal of this agreement and renegotiation of any successor agreement will be governed by the City's Collective Bargaining Ordinance.

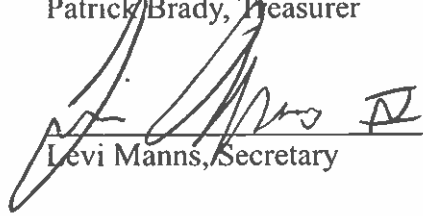
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be subscribed below by their duly authorized officers and representatives on this _____ day of _____, 2024.

Lincoln Saunders
Chief Administrative Officer

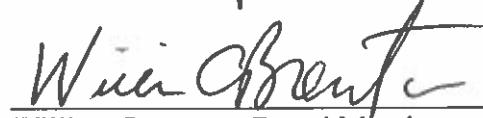

Brendan Leavy, President

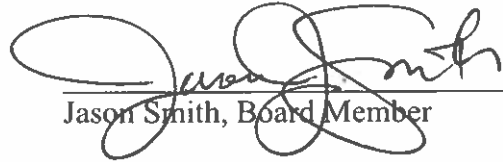

Carl Scott, Vice President


Patrick Brady, Treasurer


Levi Manns, Secretary


Marley Williams, Board Member


William Brereton, Board Member


Jason Smith, Board Member

APPENDIX A

Table 1
Effective July 1, 2024

Range 1	Fire Recruit and Police Recruit														
	<u>Step 1</u>														
Annual	55,822														
Range 2	Fire Fighter and Police Officer														
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>		
Annual	58,076	59,441	60,838	62,267	63,731	65,228	66,761	68,330	69,936	71,579	73,261	74,983	76,745		
	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>	<u>Step 17</u>	<u>Step 18</u>	<u>Step 19</u>	<u>Step 20</u>	<u>Step 21</u>	<u>Step 22</u>	<u>Step 23</u>	<u>Step 24</u>	<u>Step 25</u>	<u>Step 26</u>	<u>Step 2</u>	
Annual	78,549	80,395	82,284	84,217	86,197	88,222	90,295	92,417	94,589	96,812	99,087	101,416	103,799	106,2	
Range 3	Fire Driver Operator														
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>		
Annual	60,980	62,413	63,880	65,381	66,917	68,490	70,099	71,747	73,433	75,158	76,924	78,732	80,582		
	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>	<u>Step 17</u>	<u>Step 18</u>	<u>Step 19</u>	<u>Step 20</u>	<u>Step 21</u>	<u>Step 22</u>	<u>Step 23</u>	<u>Step 24</u>	<u>Step 25</u>	<u>Step 26</u>	<u>Step 2</u>	
Annual	82,476	84,414	86,398	88,428	90,506	92,633	94,810	97,038	99,319	101,653	104,041	106,486	108,989	111,5	
Range 6	Fire Lieutenant and Police Sergeant														
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>		
Annual	80,633	82,165	83,726	85,317	86,938	88,590	90,273	91,988	93,736	95,517	97,332	99,181	101,066		
	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>	<u>Step 17</u>	<u>Step 18</u>	<u>Step 19</u>	<u>Step 20</u>	<u>Step 21</u>	<u>Step 22</u>	<u>Step 23</u>	<u>Step 24</u>	<u>Step 25</u>	<u>Step 26</u>	<u>Step 2</u>	
Annual	102,986	104,942	106,936	108,968	111,039	113,148	115,298	117,489	119,721	121,996	124,314	126,676	129,083	131,5	
Range 8	Fire Captain and Police Lieutenant														
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>		
Annual	88,705	90,390	92,108	93,858	95,641	97,458	99,310	101,197	103,120	105,079	107,076	109,110	111,183		
	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>	<u>Step 17</u>	<u>Step 18</u>	<u>Step 19</u>	<u>Step 20</u>	<u>Step 21</u>	<u>Step 22</u>	<u>Step 23</u>	<u>Step 24</u>	<u>Step 25</u>	<u>Step 26</u>	<u>Step 2</u>	
Annual	113,296	115,448	117,642	119,877	122,154	124,475	126,840	129,250	131,706	134,209	136,759	139,357	142,005	144,7	
Range 10	Fire Battalion Chief, Staff Battalion Chief and Police Captain														
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>		
Annual	97,584	99,438	101,327	103,253	105,214	107,213	109,250	111,326	113,441	115,597	117,793	120,031	122,312		
	<u>Step 14</u>	<u>Step 15</u>	<u>Step 16</u>	<u>Step 17</u>	<u>Step 18</u>	<u>Step 19</u>	<u>Step 20</u>	<u>Step 21</u>	<u>Step 22</u>	<u>Step 23</u>	<u>Step 24</u>	<u>Step 25</u>	<u>Step 26</u>	<u>Step 2</u>	
Annual	124,636	127,004	129,417	131,876	134,381	136,935	139,536	142,188	144,889	147,642	150,447	153,306	156,219	159,1	