

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
THE CITY OF CHARLOTTESVILLE
AND
THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 2363, AFL-CIO**

Effective From

July 1, 2024 – June 30, 2027

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GENERAL PROVISIONS

ARTICLE 1: PREAMBLE

This Collective Bargaining Agreement is entered into by and between the City of Charlottesville, Virginia, hereinafter referred to as the City, and International Association of Fire Fighters Local 2363, hereinafter referred to as the Union. The City and the Union recognize the need to efficiently meet demands and deliver exceptional services to the community and stakeholders. Further, both parties agree to establish and maintain a sound labor-management relationship and mutually agree to continue working toward this goal.

It is the purpose of this Agreement to achieve and maintain harmonious and cooperative relations between the City and the Union, to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment for the employees covered hereunder.

ARTICLE 2: RECOGNITION

The City recognizes IAFF Local 2363 as the exclusive representative of all Fire bargaining unit employees, as defined in the Charlottesville Collective Bargaining Ordinance, for the purposes of collective bargaining. The Fire bargaining unit includes all sworn uniformed employees of the Charlottesville Fire Department, including Fire Fighter/EMT, Fire Fighter/Medic, Fire Captain/EMT, and Fire Captain/Medic, except those excluded by definition under City Code Section 19-202. The Fire bargaining unit excludes all personnel at the rank of Battalion Chief and above.

ARTICLE 3: UNION LEADERSHIP

The Union shall furnish the City with a roster of Union officers and/or Shift Stewards and will notify the City promptly of any changes regarding Union representation. The City shall recognize no more than one (1) Union Shift Steward on each shift.

ARTICLE 4: STRIKE/LOCKOUT

A bargaining unit employee shall not either directly or indirectly cause, instigate, sponsor, direct, encourage, condone, or engage in any strike, nor the City in any lockout. Neither a bargaining unit employee nor the Union shall obstruct, impede, or restrict, either directly or indirectly, any attempt to terminate a strike. In addition to other remedies provided for in this Agreement, violation of this provision may subject employees and/or the Union, depending on the circumstances, to sanctions under the City's collective bargaining ordinance and other applicable law.

ARTICLE 5: MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all governmental, managerial, and administrative prerogatives and functions conferred upon the City inherently and by Chapter 19, Article VII, Collective Bargaining (§§ 19-201 et seq.) are retained and vested exclusively in the City, including but not limited to, the exclusive right to:

- 1) To determine the organization of city government and the purpose and mission of its constituent agencies, and to add, delete, modify, or suspend programs, functions, and units of government as the city determines to be necessary and appropriate;
- 2) To determine the type and scope of work to be performed by city employees, and the manner in which services are to be provided;
- 3) To direct the work of employees and determine the number of employees to perform any work or service;
- 4) To hire, classify, promote, transfer, assign, retain, and supervise all employees, and to suspend, demote, discharge, or take other disciplinary action against employees;
- 5) To determine and change the number of positions and/or the appointment type (full time, part time, etc.) for such positions;
- 6) To relieve employees from duties by layoff or other reduction-in-force due to lack of work, budget changes, changed working conditions or requirements, or for other reasons not prohibited by law;
- 7) To introduce new or different services, methods, equipment, or facilities;
- 8) To contract for, expand, reduce, transfer, eliminate, or change in any way the operations of the general government, as well as any department, office, or part thereof;
- 9) To establish and change standards of behavior or performance, promotions, staffing levels, job qualifications, and job descriptions;
- 10) To determine the kind, type, location, and use of city-owned equipment or facilities; provided that the city shall not require use or operation of unsafe equipment or the unsafe operation of equipment;
- 11) To determine its tax levies, revenue generation methods, budget, and appropriation;
- 12) To require enhanced security measures to protect city facilities, infrastructure, personnel, and the public;
- 13) To take whatever actions may be necessary to carry out the city's mission during a state of emergency as defined in Virginia Code § 44-146.16 affecting the city or a declaration of local emergency as defined in Virginia Code § 44-146.16, or during such other emergency operations as may be deemed necessary by the city manager or their designee;
- 14) To make and implement systems for awarding outstanding service increments, extraordinary performance awards, other merit awards, and recognizing employee recognition and service (including hiring and referral bonuses);
- 15) To introduce new or improved technology, research, development, and services;

- 16) To determine matters related to the administration of pay and benefits which are not directly related to monetary compensation or benefits;
- 17) To issue and enforce rules, policies, and regulations necessary to carry out these and all other managerial functions which are not inconsistent with the City's collective bargaining ordinance, this collective bargaining agreement, or federal or state law; and
- 18) To take any other action necessary to fulfill the duties and responsibilities granted to the city manager under section 5.01 of the Charter of the City of Charlottesville.

The City's failure to exercise any prerogative or function hereby reserved to it, or the City's exercise of any such prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 6: LABOR-MANAGEMENT COMMITTEE

Section 6.1: Committee Members.

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

Section 6.2: Committee Role.

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

- A. Discussion on the implementation and general administration of this Agreement;
- B. Discussion of matters of mutual concern; and
- C. A sharing of general information of interest between the parties.

Issues of workplace and employee safety shall be permitted to be discussed both at these meetings as well as intermittently.

Section 6.3: Committee Authority.

It is the intent of the parties that the Committee reach consensus and provide recommendations to the Union and the City. The Committee shall not have the power or authority to add to, subtract from, or amend any existing collective bargaining agreement between the parties, or to adjust any pending grievances. Discussions of the Committee are not considered to be collective bargaining under Charlottesville Code of Ordinances Section 19-201 et seq, and a lack of consensus among the Committee members shall not be subject to any statutory impasse resolution procedure.

Section 6.4: Employee Work Hours.

Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty times.

ARTICLE 7: DISCRIMINATION

The Employer and the Union reaffirm their commitment to ensure non-discrimination in employment in accordance with applicable laws. The Employer shall comply with Sec. 19-214(b)(3) of the City's Collective Bargaining Ordinance regarding non-discrimination with respect to union activities. Likewise, the Union shall comply with Sec. 19-214(c)(2) regarding fair treatment of all employees in the bargaining unit regardless of union member status. The Employer and Union agree that Sec. 19-215 of the Collective Bargaining Ordinance is the appropriate remedy for any potential violation of Section 19-214 and therefore will not be subject to any Dispute or arbitration procedures provided for in this Agreement.

ORGANIZATIONAL SECURITY PROVISIONS

ARTICLE 8: BULLETIN BOARDS

The City shall provide one bulletin board per station for the Union's use at a location accessible to employees for the purpose of allowing the Union to inform its membership of Union business. Notices to employees may be placed on the Union board by union officers/stewards. Such notices must pertain to official Union business and must not contain any inflammatory material. The City may remove material at its discretion if it determines a posting is inappropriate. If the Union disagrees with the City's decision to remove material, it will notify the City and the parties will meet and confer regarding appropriate next steps.

ARTICLE 9: DUES DEDUCTION

Section 9.1: Dues Deduction.

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

Section 9.2: 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 9.3: Amounts.

The Union will provide the City with a written schedule of dues in the form of a flat fee per biweekly pay period and shall promptly notify the City in writing of any changes in these amounts. Any change in the amount of dues to be deducted by the City will become effective the thirty (30) days following the City's receipt of notice from the Union.

Section 9.4: Remittance.

The City will remit dues to the Union no later than seven (7) business days after the dues were deducted. The City will provide the Union with a statement indicating all employees for whom dues were deducted and remitted; that statement will be submitted within three (3) business days following the remittance.

Section 9.5: 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 makes an underpayment to the Union, the City will pay the additional amount owed in 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.

Section 9.6: 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 10: UNION LEAVE

Section 10.1. Official Time for Representational Activities.

Reasonable official time shall be granted to the Union’s Representatives and stewards for the purpose of representing the concerns of bargaining unit employees, including representing the bargaining unit by bargaining with the City, handling labor-management disputes, representing an employee in a disciplinary matter, or investigating, processing, and assisting in the settlement of disputes or grievances filed by bargaining unit employees. The City reserves the right to preclude any and all Union business during working hours when there is an emergency and at other times when the time may negatively impact department operations.

Section 10.2. Union Time Bank.

- A. The Union President and their designated representative(s) shall have available a bank of two hundred (200) hours maximum per fiscal year of this Agreement (“Union Leave Hours”) as described in Subsection B to conduct Union business (including but not limited to attending, preparing for, or traveling to meetings, training, conventions, or seminars) which is not covered by or in excess of that which is provided for in Section 10.01 or elsewhere in this Agreement.
- B. The City will provide the Union with one hundred (100) hours of Union Leave each fiscal year of this Agreement. The Union may accrue up to 100 additional leave hours through donations of accrued vacation leave from bargaining unit members. Contributions must be in the amount of at least one (1) hour and up to a maximum of ten (10) hours per member per year. Contributions will be in whole hours only and are irrevocable.
- C. Unused amounts of Union Leave Hours from one year may carry over into the next year, but at no time may the bank of Union Leave Hours exceed 200. Once such leave is exceeded, annual leave, compensatory leave, or leave without pay may be used by the Union President and/or designee for such purposes. *De minimis* actions (less than 15 minutes) will not be required to be logged or be counted against the time bank.
- D. Union Leave Hours cannot be used when an employee is not scheduled to be on duty or is in an unpaid leave status. Union Leave Hours cannot result in an employee incurring unscheduled overtime hours.
- E. The Union will notify the City which bargaining unit members may use Union Leave Hours on an annual basis. The Union must promptly notify the Department of any changes in the list of bargaining unit members eligible to use Union Leave Hours.

- F. On a quarterly basis, the City will provide the Union with records of Union Leave Hours for Union to review and, if applicable, to reject as unauthorized. In the event the Union identifies unauthorized hours, the employee who used the hours will be debited vacation or other accrued leave in the amount of the unauthorized time.
- G. The employee must provide at least 72 hours' notice of the need for Union Leave Hours to their immediate supervisor unless the need for leave could not have been reasonably anticipated. The request will be subject to the Department's standard leave approval process.
- H. Union Leave Hours must be used in a minimum increment of one (1) hour.
- I. Union officers or representatives receiving paid time off to attend membership meetings and executive board meetings must return to work within a reasonable time after the conclusion of any such meeting.

GENERAL EMPLOYMENT PROVISIONS

ARTICLE 11: UNIFORMS

The City agrees to continue to follow Management Procedure #3-7, dated February 15, 2023, except as modified below.

The City shall expend good faith efforts to ensure that uniforms, protective clothing, and protective devices required of employees in the performance of their assigned duties shall be issued as soon as possible after appointment to the Fire Department.

Employees shall present themselves in a professional manner anytime they are interacting with the public. The City shall require all uniform items to be clean, complete, and non-faded. All approved garments or gear shall be in accordance with City and Department safety, performance, design, and branding criteria and standards. Employees shall notify the Department if they believe their uniform or PPE becomes unsafe, worn, or no longer meets the department's appearance standards.

The Union may design and produce the following Class B uniform items which may contain the IAFF logo with an approved design:

- A. Tee-shirt;
- B. Crewneck sweatshirt; or
- C. Job shirt.

The production and design of uniform items produced by the Union must be pre-approved by the Department to ensure such items meet Department specifications.

ARTICLE 12: PERSONNEL RECORDS

The City shall maintain one or more official personnel files for each member employee. The City may retain and store records in various formats, including as electronically imaged documents. The existence of an official City personnel file does not preclude the department or individual supervisors from maintaining employee records as necessary for program level operations or for supervisory purposes.

Employees may examine the contents of their official personnel file at reasonable times by contacting Human Resources. Employees may authorize a designated representative to review their personnel file in a signed, written authorization. Communications with HR, including the designation of a representative, can be made both via printed/written correspondence as well as email. An employee may request the removal of records from their personnel file that they believe to be irrelevant or erroneous information. If the City denies the employee's request to remove the record(s), the employee may file a written rebuttal statement to be placed in their personnel file. Any request processed under this policy will be in compliance with all applicable records retention laws.

The custodians of personnel files and other employee records may only access and use such information for a legitimate employment purpose and in accordance with the City's generally applicable personnel records policies.

ARTICLE 13: SHIFT TRADES

Shift trades shall be permitted in accordance with Management Procedure #3-39 dated January 16, 2024.

ARTICLE 14: SENIORITY

Section 14.1: Seniority Calculation.

Seniority for Firefighters shall be determined based on their hire date. If multiple Firefighters share the same hire date, effective July 1, 2024, seniority shall be based on a lottery system of drawing numbers established and administered by the Department. Employees hired prior to July 1, 2024, will maintain their initial seniority date.

Captains shall have a separate seniority list from the Firefighters. In the event of promotion to the rank of Captain, seniority shall be established based on the date of promotion. If two or more Captains are promoted on the same date, their seniority shall be determined by a lottery system of drawing numbers established and administered by the Department.

Section 14.2: Vacation and Holiday Picks.

Vacation and holiday picks will be made based upon time in grade for both Firefighters and Captains. Time in grade refers to the total time an employee has spent in their current rank, starting from the date of promotion or hire, whichever is applicable. Employees with higher time in grade will have priority in selecting vacation days and holidays. For the purpose of the selection of time off, the Captains will select first followed by the Firefighters.

Section 14.3: Seniority Maintenance.

It is the responsibility of the Employer to maintain accurate and up-to-date records of employee seniority, including hire dates, promotion dates, and any other relevant information. Employees shall have the right to review their seniority status upon request and report any discrepancies to the Human Resources Department in an effort to resolve the matter.

LEAVE AND BREAK PROVISIONS

ARTICLE 15: HOLIDAYS

Section 15.1: Observed Holidays.

The City shall recognize the following observed holidays:

- New Year's Day January 1
- Martin Luther King Jr. Day Third Monday in January
- Presidents Day Third Monday in February
- Liberation & Freedom Day March 3
- Memorial Day Last Monday in May
- Juneteenth June 19
- Independence Day July 4
- Labor Day First Monday in September
- Veterans Day November 11
- Thanksgiving Fourth Thursday in November
- Day After Thanksgiving Fourth Friday in November
- Christmas Eve December 24
- Christmas December 25
- Floating Holiday Must be taken during current fiscal year (July 1-
June 30)

Section 15.2: Annual Holiday Bank.

Shift firefighter personnel shall receive, in lieu of the holidays listed above, an annual holiday bank equivalent to 13 days of 24 hours (312 hours total) in addition to one (1) Floating Holiday (24 hours) per fiscal year. Any unused holiday time will not carry over into the next calendar year. The Floating Holiday does not carry over into the next fiscal year.

Section 15.3: Holiday Pay.

Employees shall be compensated one and a half (1.5) times their hourly rate of pay for hours actually worked on the observed holiday. Employees working on hire back status on the observed holiday shall be compensated two (2) times their hourly rate of pay for hours actually worked on the observed holiday.

ARTICLE 16: VACATION

Section 16.1: Vacation Leave Accrual.

Employees in the bargaining unit shall accrue vacation leave in accordance with accrual rates listed in the tables below.

40-Hour/Week Employee

Years of Service	Vacation Hours Accrued Biweekly	Vacation Hours Accrued Annually	Total Vacation Hours Limit	Vacation Hours Payout Limit
0 to 3	3.09	80.34	160	120
3 to 5	3.85	100.10	180	140
5 to 10	4.62	120.12	200	160
10 to 15	5.40	140.40	220	180
15 to 20	6.16	160.16	240	200
20 to 25	6.93	180.18	260	220

56-Hour/Week Employee

Years of Service	Vacation Hours Accrued Biweekly	Vacation Hours Accrued Annually	Total Vacation Hours Limit	Vacation Hours Payout Limit
0 to 3	4.32	112.32	224	168
3 to 5	5.40	140.40	252	196
5 to 10	6.47	168.22	280	224
10 to 15	7.55	196.30	308	252
15 to 20	8.63	224.38	336	280
20 to 25	9.70	252.20	364	308
25+	10.78	280.28	392	336

Section 16.2: Maximum Leave Accruals.

Employees may accrue up to two (2) weeks (approximately 80 hours for a 40-hour/week employee or approximately 112 hours for a 56-hour/week employee), more than their individual accrual amount which can be earned in one (1) year. Annual leave in excess of the two (2) week maximum allowed accumulation will be converted to sick leave hours on a one-to-one basis and added to the employee's sick leave balance at the end of the fiscal year.

Section 16.3: Unpaid Status and Impact Upon Leave Accruals.

An employee who is in unpaid leave status for a period of more than fourteen (14) calendar days will not accrue vacation leave for a one (1) month period and will not again receive accrual rights until the employee completes a calendar month with fewer than 72 duty hours lost to unpaid status.

Section 16.4: Conversion of Vacation Leave.

The City will maintain its practice with respect to the conversion of vacation hours for bargaining unit employees who take one full week of vacation leave.

Section 16.5: Leave Upon Separation from Service.

With two (2) weeks’ notice upon separation from City employment, non-probationary employees shall be paid for unused vacation leave accruals based on the employee’s current rate of pay at the time of separation from service, up to the specified Vacation Hours Payout Limit based on years of service, as indicated in the above tables.

ARTICLE 17: SICK LEAVE

Section 17.1: Sick Leave Accrual.

Employees in the bargaining unit shall accrue sick leave in accordance with accrual rates listed in the tables below. The amounts include the combined accrual for both personal sick leave and family sick leave.

40-Hour/Week Employee

Years of Service	Sick Hours Accrued Biweekly	Sick Hours Accrued Annually
0 to 3	4.62	120
3 to 5	4.62	120
5 to 10	4.62	120
10 to 15	4.62	120
15 to 20	4.62	120
20 to 25	4.62	120
25+	4.62	120

56-Hour/Week Employee

Years of Service	Sick Hours Accrued Biweekly	Sick Hours Accrued Annually
0 to 3	4.62	120
3 to 5	4.62	120
5 to 10	4.62	120
10 to 15	4.62	120
15 to 20	4.62	120
20 to 25	4.62	120
25+	4.62	120

Section 17.2: Sick Leave Eligibility and Use.

The eligibility and use of sick leave will be in accordance with the City’s Personnel Policies, which may be amended from time to time.

When sick leave benefits are used by employees working a 56-hour/week schedule, they will be taken at a rate of one (1) hour of sick leave for every three (3) hours of absence from duty or portion thereof.

Section 17.3: Unpaid Status and Impact Upon Leave Accruals.

An employee who is in unpaid leave status for a period of more than fourteen (14) calendar days will not accrue sick leave for a one (1) month period and will not again receive accrual rights until the employee completes a calendar month with fewer than 72 duty hours lost to unpaid status.

Section 17.4: Payment for Sick Leave.

Non-exempt employees will be paid their “normal hourly compensation” for each hour of paid sick leave used. “Normal hourly compensation” is the hourly rate that an employee would have earned for time during which the employee used paid sick leave. Employees are not eligible for any cash out of unused, accrued sick leave upon their separation of service from the City.

ARTICLE 18: OTHER LEAVE

Bargaining unit employees are eligible for leave in accordance with the City’s established policies in effect on June 6, 2023, and shall receive at a minimum the same benefits afforded to eligible employees outside of any bargaining unit.

WAGE PROVISIONS

ARTICLE 19: WAGES

Section 19.1: Fire Department Pay Scale.

The City shall implement a new pay scale for FY25 (July 1, 2024) and the duration of the contract to reflect a 25-year pay scale (see Appendix A).

Section 19.2: Step Alignment Based on Years of Service.

Effective July 1, 2024, the City will align bargaining unit employees to the step that is equal to their years of experience (e.g., Step 1 will be equal to one year of experience).

For purposes of placement on the pay scale, service time will be calculated as follows:

- (a) For employees who are in the bargaining unit at the time the Union ratifies this Agreement, service time will begin at the date of hire in a public safety position with the City 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 each year (e.g., a firefighter with nine (9) months of service as of June 30 will be considered to have 0 years of service).
- (b) For employees who become members of the bargaining unit after the Union's ratification of this Agreement, service time will begin at the date of hire in a firefighting position with the City 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 each year.
- (c) Future movement for all employees shall be one step per fiscal year based on funding availability until the maximum step is obtained.
- (d) The City shall have the discretion to place lateral hires on a step based on their prior firefighting experience. The City also has the discretion to consider prior public safety experience with the City for purposes of placement on the pay scale.

Section 19.3: Promotion.

Employees promoted to higher classifications within the pay scale shall move to the same numerical step within the new classification. Employees demoted to lower classifications within the pay scale shall move to the same numerical step within the new classification.

Section 19.4: Hold Harmless.

If, due to the unique circumstances of an employee, placement on the pay scale would cause the employee to move backwards from their current pay, the employee will not be moved backwards but remain at the same pay as they were and proceed to the next step once their wages have reached the level commensurate with the appropriate step on the pay scale.

ARTICLE 20: STIPENDS AND SPECIALTY PAY

Section 20.1: Education Stipend.

- A. Effective July 1, 2024, an employee who has received or obtains one of the degrees set forth below from an accredited college or university shall receive an annual incentive allowance added to their hourly rate, as follows:
1. Associate - each employee who has been awarded an associate degree from an accredited institution of higher learning shall be paid \$1,000 above the employee's base rate of pay each year (prorated to approximately \$38.46 per biweekly pay period). This pay is considered creditable compensation for the purpose of calculating retirement benefits.
 2. Bachelor's - each employee who has been awarded a bachelor's degree, from an accredited institution of higher learning shall be paid \$2,000 above the employee's base rate of pay each year (prorated to approximately \$76.92 per biweekly pay period). This pay is considered creditable compensation for the purpose of calculating retirement benefits.
- B. To receive pay for degrees held, an employee must submit a memorandum to the Fire Chief or their designee, which shall include the name of their accredited college or university, their graduation date, and an official transcript.
- C. After completion of these requirements, the amount of EIP premium pay for the applicable degree already held shall be permanent and the biweekly rate shall be added to the employee's regular paycheck in accordance with this Article.

Section 20.2: ALS Certification Pay.

Employees who obtain and maintain an ALS Authorization – Intermediate or Paramedic will be entitled to an annual stipend of \$10,000 (prorated to approximately \$382.62 per biweekly pay period). This pay is not considered creditable compensation for the purpose of calculating retirement benefits.

Section 20.3: Specialty Pay.

A. Hazardous Materials Technicians

1. **Hazardous Materials Technician I.** Employees who are designated as a Hazardous Material Technician I will receive an annual stipend of \$2,000 (prorated to approximately \$76.92 per biweekly pay period).
2. **Hazardous Materials Technician II.** Employees who are designated as a Hazardous Material Technician II will receive an annual stipend of \$4,000 (prorated to approximately \$153.85 per biweekly pay period).

- B. **Technical Rescue Team.** Employees who are appointed to the Technical Rescue Team will receive an annual stipend of \$1,000 (prorated to approximately \$38.46 per biweekly pay period).

The specialty pay stipends listed in this Section are not considered creditable compensation for purposes of calculating retirement benefits.

SAFETY AND HEALTH PROVISIONS

ARTICLE 21: DRUG TESTING

Section 21.1: Policy.

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

Section 21.2: Testing.

- A. **Employee Testing**: All employees shall be subject to drug testing and reporting as set forth in the City's Drug-Free & Alcohol-Free Workplace Policy effective March 1, 2023.
- B. **Confidentiality**: The City will be required to keep the results confidential, and they shall not be released to the general public except where required by applicable law. Release of such records pursuant to a court order, subpoena, compliance with applicable law, or during the course of an administrative hearing shall not be considered a release to the general public, nor shall the City's internal use of such results (including but not limited to the dissemination of such results to supervisors, investigators, management or the City Attorney) be considered a release to the general public.
- C. **Changes in Testing Procedures**: The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will meet to discuss any potential changes that impact testing procedures.

Section 21.3: Conflict with other Laws.

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

ARTICLE 22: NON-EMERGENCY DUTIES

Section 22.1: Needed Repairs.

The City shall not require an employee to complete major repairs and/or renovations of City-owned facilities. The City may require employees to report if City-owned facilities are in need of repair.

Section 22.2: Snow Removal.

The City shall make every reasonable effort to remove snow from apparatus entrance/exit ramps at Department facilities utilizing snowplows. Snow removal from worksite parking lots shall be the City's responsibility. Employees may be required to clear worksite apparatus entrance/exit

ramps and sidewalks as required. Employees must maintain operational readiness of the fleet that is not housed inside during inclement weather.

Employees may be required to clear City fire hydrants to ensure accessibility.

BENEFITS PROVISIONS

ARTICLE 23: RETIREMENT BENEFITS

Section 23.1: Retirement and Pension Benefits.

All retirement and pension benefits will remain the same during the term of this Agreement.

Section 23.2: City Authority.

The City may make changes to the retirement and pension plans when required by applicable law, regulation, or when administrative changes are needed at the City's discretion, including changing third-party vendors. The City will provide the Union with at least sixty (60) days' advance notice of any such changes.

Section 23.3: Notification of Changes.

In the event the City intends to make changes to retirement benefits for bargaining unit members, the City will provide the Union with 60 days' notice of the proposed change(s) and provide the Union the opportunity to bargain over such changes on matters not excluded in Sec. 19-203(c) of the City's Collective Bargaining Ordinance.

ARTICLE 24: MEDICAL AND DENTAL INSURANCE

Section 24.1: Medical Insurance.

The City will provide the same medical insurance plans it offers to employees outside of any bargaining unit.

The employee contribution to the cost of the medical insurance plan will be the same as employees outside of any bargaining unit.

Section 24.2: Dental Insurance.

The City will provide the same dental insurance plan with the same employee contribution to the premium as employees outside of any bargaining unit.

Section 24.3: Notification of Changes.

The City will provide the Union with 60 days' notice prior to the effective date of any amendment to the structure of a medical or dental plan that will impact an authorized subject of bargaining in Section 19-203(a)(2) of the City's Collective Bargaining Ordinance; the City will provide notice to the Union as soon as practicable if the amendment to the plan structure must be done in a period less than 60 days from when the need to amend arises.

GRIEVANCE, DISCIPLINE, AND INVESTIGATION PROVISIONS

ARTICLE 25: DISCIPLINARY PROCEDURES

It is understood and agreed by the parties that the City has the right to discipline and/or discharge any employee for just cause. The City shall typically take corrective action in the form of progressive discipline and will generally follow the steps set forth below.

- A. Verbal (Oral Warning)
- B. Written Reprimand or Warning
- C. Suspension (with or without pay)/Demotion
- D. Termination (Discharge)

Depending on the circumstances of a particular incident or infraction, the City may deem it appropriate to omit or accelerate steps.

Probationary employees may be disciplined and discharged with or without cause and without recourse to the Dispute Procedure in Article 26 of this Agreement or the Grievance Procedure in the City's Personnel Policies.

ARTICLE 26: DISPUTE PROCEDURE

Section 26.1: Definition of a Dispute.

Under this procedure, a "Dispute" shall be any disagreement concerning the application or interpretation of the terms of this Agreement, except that employees may not grieve disciplinary action below the level of a written reprimand.

A Dispute may be filed by an individual employee, by the Union on behalf of an employee (provided the aggrieved employee is named), or by the City. If two or more individual employees file separate Disputes regarding the same subject matter, the parties may consolidate them for the purpose of proceeding under this Article.

Section 26.2: General Provisions.

- A. For the purposes of this Article, time frames will be in calendar days unless otherwise stated. If a deadline falls on a weekend or City holiday, the deadline shall be the next business day.
- B. Generally, any meeting held pursuant to the Procedural Steps section of this Article will be scheduled at least three (3) calendar days prior to such meeting.
- C. The City and the Union can mutually agree, by email or other writing, to postpone or to conduct by teleconference any meeting as outlined in the Procedural Steps section of this Article. Time limits for the processing of Disputes are intended to expedite Dispute handling and may be extended upon mutual agreement but, if not so extended, must be strictly observed. The City, the Union, and any bargaining unit employees filing Disputes must adhere to the timelines set forth below. Failure of the filing party to meet the timelines

set forth below shall result in the withdrawal of the Dispute. If the responding party does not provide a response or fails to meet within the required time limits set forth herein at Steps 1 or 2, the filing party may appeal to the next step of the Dispute Procedure in accordance with the timelines set forth below. If the responding party does not provide a response or fails to meet within the required time limits set forth herein at Step 3, the filing party may wait for the response or appeal to the next step of the Dispute Procedure. In such circumstances, at Step 3, the time to appeal the Dispute to arbitration shall be tolled until the responding party provides a response. The parties may mutually agree in writing to extend or waive any time limits under this Article.

- D. The parties agree that neither party shall be represented by legal counsel during this procedure prior to Step 3.
- E. If at any point the filing party fails to attend a properly scheduled grievance meeting without good cause, the City will deem the Dispute resolved and the City will have no obligation to process it further.

Section 26.3: Election of Remedies.

As an alternative to the procedure set forth in this Article, an employee may use the grievance procedures provided for by the City of Charlottesville Personnel Policies to grieve any action outlined as grievable by those policies. An employee's initial election to file a grievance or a Dispute is binding and irrevocable at the time of filing. By electing one procedure, the employee automatically waives any right to participate in the other procedure for any Dispute or grievance related to the same underlying conduct.

Section 26.4: Informal Resolution.

Prior to the filing of a Dispute, the Union and/or the employee should attempt to resolve the Dispute informally. Informal resolution is encouraged, but not required. Informal resolution may involve actions such as talking directly to a relevant supervisor or raising the issue in an email with the appropriate City administrative employee. Attempts at informal resolution of an issue will not toll or alter the time for filing a formal Dispute as outlined below.

Section 26.5: Procedural Steps.

All Disputes must be submitted on the form attached hereto as Appendix B. Each section of the form must be fully completed and signed, including specific reference to the Article and Section of the Agreement that is alleged to be violated.

Recognizing that Disputes should be raised and settled promptly, a Dispute must be raised within twenty (20) calendar days following the event giving rise to the Dispute or within twenty (20) calendar days following the time when the employee or the Union knew or should have known of the event giving rise to the Dispute.

Disputes submitted by the City to the Union under this procedure shall be considered submitted at Step 3 and shall be presented to the President of the Union or their designee.

Disputes submitted by the Union or an employee shall be processed as follows below. All Disputes shall begin at Step 1 unless the Dispute arises from the direct actions of an authority higher than the reviewing authority, in which case the Dispute may be initiated at the appropriate higher step.

Step 1 – Battalion Chief

A Dispute shall be presented in writing to the employee’s Battalion Chief and, upon request of any party, a meeting shall be held with the filing party and representatives of the Union to discuss the Dispute within ten (10) calendar days. The Battalion Chief shall respond in writing to the Dispute within ten (10) calendar days after the meeting.

Step 2 - Fire Chief

If the filing party disagrees with the decision of the Battalion Chief, they may proceed to Step 2 by presenting a written statement on the appropriate form to the Fire Chief within ten (10) calendar days of the receipt of the Battalion Chief’s decision.

Upon request of any party, a meeting shall be held with the Fire Chief or designee (i.e., Deputy Fire Chief) to discuss the Dispute within ten (10) calendar days after the presentation of the Dispute to the Fire Chief/Deputy Fire Chief. The Fire Chief/Deputy Fire Chief shall respond in writing to the Dispute within ten (10) calendar days of the Step 2 meeting.

Step 3 – City Manager

If the filing party disagrees with the decision of the Fire Chief/Deputy Fire Chief, they may proceed to Step 3 of the procedure by presenting a written statement to the City Manager on the appropriate form within fourteen (14) calendar days of the receipt of the decision.

The City Manager shall conduct a meeting with the filing party within fourteen (14) calendar days after receipt of the Dispute. The City Manager shall respond in writing to the appeal within fourteen (14) days of the meeting.

Step 4 – Arbitration

If the Dispute is not settled at Step 3, the Union or the City may submit the Dispute to arbitration by notifying the other party, in writing of an intent to submit the Dispute to arbitration within fourteen (14) days of the Step 3 decision.

Section 26.6: Step 4 Arbitration.

The party invoking arbitration will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (“FMCS”). The panel will draw from the FMCS’s “sub-regional” pool and will only include members of the National Academy of Arbitrators. The parties shall, within 15 days of receipt of the panel, select an arbitrator through strikes with each party striking one name on the list until just one name remains. The parties shall flip a coin to determine which party shall make the first strike.

The parties shall make every effort to schedule arbitration of the matter as expeditiously as possible. The parties will provide witness lists to each other at least five (5) business days prior to a scheduled arbitration hearing.

The arbitration hearing will be held, if possible, at a mutually agreeable location, during regular day-shift hours on a regular business day. The decision of the arbitrator will be final and binding upon both parties.

Section 26.7: Arbitrators.

Arbitrators shall have no power to add to, detract from, or alter in any way the provisions of this Agreement. The jurisdiction and authority of the arbitrator shall be confined exclusively to the interpretation of the express provisions of this Agreement. The Arbitrator shall not hear more than one (1) contract dispute at a time without the mutual consent of the parties. The written decision of the Arbitrator shall be final and binding on both parties and all affected bargaining unit employees including the aggrieved employee(s).

Section 26.8: Cost Sharing.

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

Section 26.9: Granting Of Relief.

If, at any level of this Dispute Procedure, the City grants all relief requested by the employee or Union, such decision shall end further processing of the Dispute. Similarly, if at any level of this Dispute Procedure, the Union grants all relief requested by the City, such decision shall end further processing of the Dispute.

Section 26.10: Exclusions.

The Union or employees may not file Disputes over:

- (1) Items listed as non-grievable in Section 2-9.3 of the City's existing grievance procedure. These exclusions shall not prevent the Union or employees from filing disputes over the express provisions of this Agreement; and
- (2) any claims arising under applicable federal or state law.

MISCELLANEOUS PROVISIONS

ARTICLE 27: SAVINGS CLAUSE

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

ARTICLE 28: DURATION OF AGREEMENT

This Agreement is effective on July 1, 2024, unless otherwise stated in specific articles, and shall remain in full force and effect until June 30, 2027. The City and the Union agree that the parties may enter into mutually acceptable side letter agreements to clarify provisions of this Agreement during its term. This Agreement shall automatically reopen on July 1, 2026, for the limited purpose of engaging in good faith collective bargaining negotiations over wages. These negotiations may commence on or after June 1, 2025.

ARTICLE 29 - LEGAL DEFENSE AND REPRESENTATION

Section 1. In accordance with its current practice, and subject to the limitations and exclusions set forth in the applicable City of Charlottesville insurance policy, the City will continue to defend, hold harmless, and indemnify employees in any claim or suit arising out of an alleged act or omission that occurred in the performance of services on behalf of the City, was within the scope of the employee's employment, and did not constitute intentional misconduct.

Section 2. In order for the City to defend and indemnify the employee, the employee must cooperate with the City Attorney's Office, or with outside counsel if the City has retained outside counsel.

Section 3. The employee is responsible for any judgment where it is found that the employee acted with the intent to harm or damage or acted outside of the scope of their employment. However, the Employer reviews each case to determine whether it will indemnify the employee in such a situation.

Section 4. The City recognizes the right of bargaining unit members to engage counsel, at their own expense, in any matter before a court, tribunal, or panel.

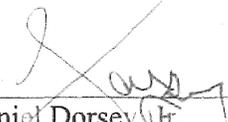
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be subscribed below by their duly authorized officers and representatives on this 01 day of May, 2024.

City of Charlottesville, Virginia



Samuel Sanders, Jr.
City Manager

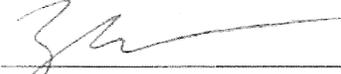
Charlottesville Professional Firefighters Association, IAFF Local 2363



Jathaniel Dorsey, Jr.
President



Frank Scopelliti
Vice President



Zachary Werner
Secretary/Treasurer



Clifton Dooms
Negotiations Team Member



Benjamin Weidinger
Negotiations Team Member

Appendix A
City of Charlottesville Fire Bargaining Unit Pay Scale

Annual Pay at 2912/2080 Annual Hours		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	
Position	Promotion%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
Fire Captain II/EMT	5%																											
Fire Captain II/Medic																												
Fire Captain/EMT	15%																											
Fire Captain/Medic																												
Master Fire Fighter/EMT	5%																											
Master Fire Fighter/Medic																												
Senior Fire Fighter/EMT	5%																											
Senior Fire Fighter/Medic																												
Fire Fighter/EMT																												
Fire Fighter/Medic																												

Hourly Rate at 2912 Annual Hours		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	
Position	Promotion%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
Fire Captain II/EMT	5%																											
Fire Captain II/Medic																												
Fire Captain/EMT	15%																											
Fire Captain/Medic																												
Master Fire Fighter/EMT	5%																											
Master Fire Fighter/Medic																												
Senior Fire Fighter/EMT	5%																											
Senior Fire Fighter/Medic																												
Fire Fighter/EMT																												
Fire Fighter/Medic																												

Hourly Rate at 2080 Annual Hours		Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	
Position	Promotion%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	
Fire Captain II/EMT	5%																											
Fire Captain II/Medic																												
Fire Captain/EMT	15%																											
Fire Captain/Medic																												
Master Fire Fighter/EMT	5%																											
Master Fire Fighter/Medic																												
Senior Fire Fighter/EMT	5%																											
Senior Fire Fighter/Medic																												
Fire Fighter/EMT																												
Fire Fighter/Medic																												

Steps shaded in gray with an amount denote eligible placements for lateral transfers at the discretion of the Department in accordance with the Career Development Plan.

APPENDIX B

DISPUTE FORM

Name of Employee: _____ Date Submitted: _____

Department: _____

Please refer to your collective bargaining agreement regarding the dispute procedure and timelines.

Alleged Violation: List the articles and sections of the agreement you believe were violated.

Statement of Dispute: List what happened, where, when, why, and who was involved.

Remedy Requested: Describe what you believe needs to happen to correct the dispute.

Informal Resolution: Describe steps you have already taken to try to resolve the dispute, if applicable.

The information provided in this dispute form is truthful and accurate to the best of my knowledge.

I understand that by submitting this dispute I am electing to follow the dispute procedure outlined in the collective bargaining agreement between my union and the City of Charlottesville. I understand that by submitting this form, I waive my right to file a grievance under the procedure provided for by the City of Charlottesville Personnel Policies.

Signature of Employee

Date

Response to Step 1:

Reviewer's Name and Title:

Date:

I acknowledge resolution of this dispute. -or- I wish to proceed to Step 2 of the procedure.

Reason for Proceeding to Next Step (if applicable):

Signature of Employee:

Date:

Response to Step 2:

Reviewer's Name and Title:

Date:

I acknowledge resolution of this dispute. -or- I wish to proceed to Step 3 of the procedure.

Reason for Proceeding to Next Step (if applicable):

Signature of Employee:

Date:

Response to Step 3:

Reviewer's Name and Title:

Date: