



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SCHOOL BOARD OF THE CITY OF RICHMOND

AND

THE RICHMOND EDUCATION ASSOCIATION

**FOR SCHOOL SUPPORT PROFESSIONALS:
CENTRAL OFFICE STAFF**

SCHOOL YEARS 2024-2025, 2025-2026, AND 2026-2027



Contents

Preamble.....	1
Exclusive Recognition.....	1
Employees Covered by this Agreement.....	1
Performance Expectations	1
Job Descriptions	1
Event Set-up.....	1
Event Notice	1
Remote Work	2
Evaluation Process.....	2
ASL Interpreter Work Schedule	2
ASL Interpreter Substitutes.....	3
ASL Interpreter Training	3
ASL Interpreter Contractors.....	3
ASL Interpreter Teaming	4
Transfer.....	4
Compensation and Other Benefits	4
Step Increases	4
Wages.....	4
Mileage Reimbursement.....	5
Vacancy Pay	5
Recognition Leave.....	6
Tuition Reimbursement.....	6
Duration	6
Work Stoppage.....	6
Severability.....	6
Appendix A	
Appendix B	

I. Preamble

This Agreement is entered into between the School Board of the City of Richmond ("School Board") and the Richmond Education Association ("Union"). The School Board and the Union recognize that it is in the best interest of our students that Richmond Public Schools ("RPS") employees are fairly compensated and economically stable in order to create an abundant educational environment, and that employee working conditions are a student's learning conditions. The School Board and the Union have been afforded the opportunity to put forth proposals and to bargain in good faith. Both parties agree this Agreement expresses the results of their negotiations.

II. Exclusive Recognition

In accordance with Section 40.1-57.2 of the Code of Virginia, 1950, as amended, and the School Board Resolution For Collective Bargaining In Richmond City Public Schools ("Resolution"), included as Appendix A, the School Board recognizes the Union as the exclusive representative for the purpose of collective bargaining for School Support Professionals employed in the Central Office Staff bargaining unit. The terms of the appended Resolution and any amendments thereto that may be adopted by the School Board are incorporated into this Agreement, including the dispute resolution procedures in Section 7.

III. Employees Covered by this Agreement

This Agreement covers all School Support Professionals in the Central Office Staff bargaining unit, hereafter referred to collectively as "Employees." The job classifications comprising the Central Office Staff bargaining unit, as compiled at the time of the certification election, are included as Appendix B. RPS may modify the title of a job in this bargaining unit and may create new job titles responsible for performing the kind of work normally performed within this bargaining unit. Such positions shall be recognized as part of the Central Office Staff bargaining unit.

IV. Performance Expectations

A. Job Descriptions. The School Board and the Union agree that the Employer rights and responsibilities provisions in Section 2.B of the Resolution encompass the updating of job descriptions. The Union will be provided an opportunity to review Employees' job descriptions and offer suggestions for updating.

B. Event Set-up. For set-up of events with 250 or more anticipated attendees or School Board meetings, Employees will not be asked to lift, move, or assemble objects more than 20 pounds, unless event set-up has also been offered to facilities employees for additional pay. ASL Interpreters shall not be tasked with event set-up and shall not be asked to lift, move, or assemble objects more than 15 pounds.

C. Event Notice. Family Liaisons shall be given at least five workdays' notice of any event that requires attendance outside of their scheduled work hours. If five workdays' notice is not provided, attendance at such events shall be voluntary, unless there is an emergency situation in which someone's health is in jeopardy. In such case, a Family Liaison's supervisor may require attendance at such event. For weekend events, Family Liaisons will first be asked who would like to work. If there are not enough volunteers for the event, supervisors may make the event mandatory and Family Liaisons will be assigned to work starting with those with the least seniority. For the next weekend event, those Family Liaisons shall not be assigned to work and shall be

moved to the bottom of the rotation. Family Liaisons may freely swap or give weekend shifts to other willing colleagues without supervisor approval, but must send written confirmation to their colleague and their supervisor. Family Liaisons who are assigned to work a weekend event must notify their supervisor in advance and shall not be disciplined if they cannot work due to a prior work assignment for which they can provide documentation. Failure to report for an assigned or agreed-upon weekend event without prior notice to the supervisor may result in discipline. For outdoor events, shifts shall not exceed two hours without a break and supervisors will provide a shift schedule prior to the event.

D. Remote Work.

1. During winter and spring break, 12-month Employees may work from home with supervisor pre-approval. Employees must provide a written report of work completed remotely to their supervisor upon return to the office. A template for the written report will be provided by the Talent Office for supervisors to use.
2. When RPS closes one or more sites for an emergency, such as, but not limited to weather or power outage, all 12-month Employees assigned to such sites may work from home with supervisor approval. Employees must provide a written report of work completed remotely to their supervisor upon return to the worksite. Requests to work from home shall not be unreasonably denied. A template for the written report will be provided by the Talent Office for supervisors to use.

E. Evaluation Process. RPS shall provide training during regular work hours for Employees regarding the evaluation process. Goals shall be set with supervisors as is currently the practice with other School Support Professionals. Supervisors shall provide an opportunity for feedback and consider revision of goals if an Employee contests the appropriateness of a goal.

F. ASL Interpreter Work Schedule.

1. ASL Interpreters' work schedule is the same as that of school-based instructional staff. Additional time for meetings or engagement events, including, but not limited to Back to School Night, community meetings, student performances, and staff meetings, will be limited to no more than two hours per week; however, one individual engagement event may be longer than two hours. Weekend events are voluntary. Staff meetings shall not exceed two in-person meetings per month, shall not exceed 75 minutes in duration each, and must begin within 15 minutes of dismissal.
2. ASL Interpreters shall have a duty-free lunch each workday. If an ASL Interpreter must provide services during their duty-free lunch, they will be paid a flat rate of \$27.50 for the lunch period.
3. ASL Interpreters will receive 30 minutes in the morning before students arrive and 30 minutes in the afternoon after students depart for planning purposes. Pending the hiring of additional staff, RPS will strive to provide 60 minutes of consecutive planning time. In the event a student receiving interpretation services is absent and coverage for another student who needs interpretation

services is not necessary, the ASL Interpreters will utilize the time for planning purposes. If a student is absent for more than one day, the Interpreter will provide services for other students so that other Interpreters may have additional planning time.

G. ASL Interpreter Substitutes.

1. RPS will attempt to schedule a contractor to substitute for ASL Interpreters. Except for absences due to sickness or extenuating circumstances, contractors must be requested at least five workdays in advance. If an ASL Interpreter has to substitute for another Interpreter, or if an ASL Interpreter must take on extra students to cover for an absent Interpreter, they shall be paid a rate of \$55/hour. Staffing to cover student needs remains an RPS obligation. Nothing in this provision shall restrict an ASL Interpreter's right to request leave time.
2. If an ASL Interpreter in the division is absent, and an Interpreter at a different school is available, due to their student being absent, the Interpreter will travel to the other school to substitute.
3. ASL Interpreters shall not be pulled from their regular students who are present at school to substitute for the Teacher of the Deaf/Hard of Hearing, unless it is an emergency, where a child's safety and communication access is in jeopardy. If it is an emergency, the ASL Interpreter shall be paid \$55/hour in addition to their regular salary.

H. ASL Interpreter Training. RPS shall attempt to schedule and sponsor training approved by the Registry of Interpreters for the Deaf for ASL Interpreters annually. If this training is not available during their work schedule, then ASL Interpreters shall be paid at their regular hourly rate to complete the training, in addition to their regular salary.

I. ASL Interpreter Contractors.

1. When RPS has staff members who require ASL interpreting for professional development, trainings, or staff meetings after school, RPS shall attempt to schedule contract interpreters to fulfill this need, as opposed to using staff Interpreters. Contractors must be requested at least five workdays in advance. If no contract interpreter is available, RPS ASL Interpreters assigned to assist shall be paid a rate of \$55/hour for work performed after school hours.
2. The Exceptional Education Department shall attempt to schedule a contractor to interpret for Deaf/Hard of Hearing parents or caregivers for IEP meetings, discipline conferences, and parent/teacher conferences, if there is a request at least five workdays in advance. ASL Interpreters are related service providers and part of the IEP team. If no in-person contractor is available, RPS shall schedule the meeting to be virtual so that a virtual contract interpreter can be used to interpret for the parent or caregiver. If a virtual contractor or virtual meeting is not retained or possible to schedule, the meeting will be rescheduled for when a contractor is available.

3. If an event outside of ASL Interpreters' regular work hours needs an ASL Interpreter, RPS Interpreters shall be asked first and be paid a rate of \$55/hour, paid to the nearest 15-minute increment rounded up. Events should be identified as needing interpretation services at least ten workdays in advance. RPS Interpreters will have five workdays to respond to the call, and on the fifth day, if no RPS Interpreter is available, a contractor will be requested. If ten workdays' notice is not possible, RPS shall provide as much notice as possible and ASL Interpreters may still elect to work the event. If the event is canceled with less than 24 hours' notice or if interpreting services are no longer needed, RPS Interpreters assigned to the event will be paid for one hour at the rate \$55 per hour.

J. ASL Interpreter Teaming.

1. All secondary SOL tests with both a read-aloud and ASL interpretation accommodation shall be staffed by a team of two ASL Interpreters. The Interpreters in the testing environment must be fully qualified to administer SOL tests and should be RPS staff members.
2. During plays/theatrical productions, movies, and heavy hands up field trips, if other RPS ASL Interpreters are available, willing, and have no other conflicting responsibilities, they shall be asked first to assist. If no RPS ASL Interpreter is available, RPS will attempt to schedule a contractor to supplement the work of an Interpreter. A request for a contractor needs to be submitted at least five business days in advance. Both parties recognize that contractors for ASL interpretation are not always available. Accordingly, the parties agree that RPS' obligation is satisfied if it reaches out to the contractor to attempt to schedule a contract interpreter. For SOL testing at the elementary level, when teams of interpreters are not available, one interpreter shall interpret and the testing session must be video recorded.

K. Transfer.

1. ASL Interpreters. ASL Interpreters shall have the right to transfer to new or vacant positions each year through the transfer process for classified personnel. The Exceptional Education Department shall share with ASL Interpreters the open positions for the upcoming school year prior to the date transfer requests are due.
2. All Employees. If transfers of Employees are necessary due to student enrollment, RPS administration will call for volunteers first. If no Employee volunteers to transfer, then an involuntary transfer would occur of the Employee with the least seniority.

V. Compensation and Other Benefits

A. Step Increases. Employees will receive a step increase on the applicable salary schedule at the end of each fiscal year of service.

B. Wages. Employees shall be compensated as follows:

1. For the 2024-2025 school year, Employees received the following salary increases over their salary for the 2023-2024 school year:
 - OAI: 22%

- Family Liaison: 10%
 - AOA, OAI, OAI, EOAI, EOAI, and AA: 8%
 - ASL Interpreters: 3%
 - All remaining Employee salaries for the 2024-2025 school year were decompressed.
2. For the 2025-2026 school year, Employees will receive the following salary increases:
 - AOA, OAI, OAI, EOAI, EOAI, and AA: 5%
 - Family Liaison: 11%
 - All remaining bargaining unit Employees: 5%
 - Pending a division-wide compensation study, higher raises may be applicable.
 3. For the 2026-2027 school year, Employees will receive the following salary increases:
 - OA, OAI, OAI, EOAI, EOAI, and AA: 9%
 - Family Liaison: 12%
 - All remaining bargaining unit Employees: 5%

C. Mileage Reimbursement. If an Employee uses their own vehicle for work-related purposes, such as, but not limited to traveling between worksites or deliveries, they shall be paid the federal mileage reimbursement rate.

D. Vacancy Pay.

1. Family Liaisons whose primary job responsibilities include transporting students and implementing attendance/intervention plans, who have to take on extra duties due to a vacancy or absence of more than 10 business days of a colleague, shall be paid an additional 20% of salary for the applicable period until the vacancy is filled or the colleague returns to work or RPS eliminates the position.
2. With the exception of Family Liaisons, if an Employee has to take on extra duties due to a vacancy or absence of more than ten business days of a colleague in the Central Office Staff bargaining unit, they shall be paid an additional 10% of salary for the applicable period until the vacancy is filled or the colleague returns to work or RPS eliminates the position.
3. If an Employee is required to take on the duties of a position that is ultimately eliminated, the supervisor will review the relevant job descriptions and evaluate if changes need to permanently take place to ensure all responsibilities are assigned. If duties are permanently reassigned to an Employee and added to their job description, a salary review will also occur. Employees will receive a 10% additional duty stipend while the job description and salary review are taking place. The salary review will be completed within six months.

E. Recognition Leave. Twelve-month Employees shall receive annually 12 hours of paid recognition leave approved by their supervisor, which shall be taken during the winter or spring break when schools are closed. If not used in the school year in which it was granted, recognition leave will be converted to sick leave.

F. Tuition Reimbursement. RPS shall offer reimbursements for tuition, professional assessments, workshops, trainings, and professional certifications related to either gaining or maintaining required certification or job responsibilities, up to \$800 per fiscal year per Employee. RPS shall publicize this information. Employees' requests for utilizing these funds shall not be unreasonably denied if funding is available as long as the activity was pre-approved.

VI. Duration. This Agreement shall become effective upon approval by the School Board and ratification by the Union and shall commence July 1, 2025 and continue in effect through June 30, 2027. The parties understand and agree that the School Board implemented the Step Increases, Wages, and Recognition Leave provisions of Article V of this Agreement at the beginning of the 2024-2025 school year. Pursuant to Section 6(B)(1) of the Resolution, negotiations for a successor agreement shall commence at least 90 business days prior to the expiration of this Agreement. If bargaining or an impasse continues beyond the expiration date of an existing collective bargaining agreement, the agreement shall remain in effect until bargaining or the impasse is resolved and a new agreement is signed by both parties. This Agreement may be modified only upon the written agreement of the parties.

VII. Work Stoppage. The Union, on behalf of the Employees, shall not encourage or participate in any strike or encourage Employees to willfully refuse to perform the duties of their employment in concert with two or more other Employees. Any Employee violating this section shall be deemed to have terminated their employment and shall be ineligible for employment with the school division for a 12-month period pursuant to Section 40.1-55 of the Code of Virginia, 1950, as amended. To the extent permitted by law, the School Board agrees that no lockout, which is defined as the refusal of the school division to allow Employees to come to work until they accept contract terms, will take place.

VIII. Severability If any provision or any part of any provision of this Agreement shall for any reason be held illegal or unenforceable in any respect, such illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision, or part thereof, had never been contained herein, but only to the extent of its illegality or unenforceability. If any change to local, state, or federal law creates a conflict with any provision of this Agreement, the School Board and the Union will reopen negotiations of that provision.

School Board of the City of Richmond

Shavonda Fernandez

Chairperson

Date: 8/22/2025 | 06:53 PDT

Exclusive Representative

Andrea Bryant

Richmond Education Association, President

Date: 8/20/2025 | 06:33 PDT

Date of School Board Approval of Agreement:

APPENDIX A

**CONTENTS FOR COLLECTIVE BARGAINING
RESOLUTION FOR THE SCHOOL BOARD OF THE CITY
OF RICHMOND**

Wherefores with policy statements

Section 1: Definitions

Section 2: Rights and Responsibilities

Section 3: Exclusive Representative

Section 4: Certification and Decertification of Exclusive Representative

A. Certification by Election

B. Certification by Majority Authorization

C. Decertification of an Exclusive Representative

Section 5: Rights of Employee Associations

A. Dues Deduction

B. Employee Contact Information

C. Access

Section 6: Collective Bargaining Duties, Impasse, and Related Procedures

A. Bargaining Unit Information

B. Bargaining and Impasse

Section 7: Prohibited Conduct and Resolution Procedures

Section 8: Severability

School Board Resolution For Collective Bargaining In Richmond City Public Schools

WHEREAS, Martin Luther King, Jr. said, “The labor movement was the principal force that transformed misery and despair into hope and progress. Out of its bold struggles, economic and social reform gave birth to unemployment insurance, old-age pensions, government relief for the destitute and, above all, new wage levels that meant not mere survival but a tolerable life. The captains of industry did not lead this transformation; they resisted it until they were overcome. When in the thirties the wave of union organization crested over the nation, it carried to secure shores not only itself but the whole society[;]” and

WHEREAS, President Franklin Delano Roosevelt said, “By assuring the employees the right of collective bargaining it fosters the development of the employment contract on a sound and equitable basis. By providing an orderly procedure for determining who is entitled to represent the employees, it aims to remove one of the chief causes of wasteful economic strife. By preventing practices which tend to destroy the independence of labor, it seeks, for every worker within its scope, that freedom of choice and action which is justly [theirs;]” and

WHEREAS, workplace democracy must be recognized as an essential component to the functioning of our republic in that it allows workers to advocate for fair pay and working conditions so that they may live without the fear of poverty or economic oppression; and

WHEREAS, it is in the interest of the School Board of the City of Richmond (“School Board”) and Richmond Public Schools (“RPS”) to promote such workplace democracy and to protect the right to organize; and

WHEREAS, it is in the best interest of our students that RPS employees are fairly compensated and economically stable in order to create an abundant educational environment; and

WHEREAS, employee working conditions are a student’s learning conditions, and when employees have job security, they are better able to advocate on behalf of their students; and

WHEREAS, Richmond, Virginia was the place where one of the first multiracial unions was formed in this country, organizing under the Knights of Labor, and in doing so united Black and white workers in common cause; and

WHEREAS, Virginia Code § 40.1-57.2 repeals the prohibition against collective bargaining for school board employees beginning May 1, 2021; and

WHEREAS, the legislation grants school boards the authority to recognize any organized employee association or labor union to exclusively represent school employees, to certify/decertify freely chosen Exclusive Representatives, and to collectively bargain and

enter into collective bargaining agreements with such exclusive representative; and

WHEREAS, the School Board believes cooperative relations with its employees protects the public interest, advances the mission of the School Board, assures orderly school operations, improves the work environment for employees, and enhances the quality of education for students; and

WHEREAS, collective bargaining in good faith on any matter relating to wages, hours, benefits, safety, and other terms and conditions of employment is the appropriate means to establish and foster cooperative relations between the School Board, its administrators, and its employees; and

WHEREAS, the purpose of this Resolution is to establish rights, responsibilities, and procedures for a system of collective bargaining in good faith.

NOW, THEREFORE, BE IT RESOLVED that the School Board hereby recognizes the right of school employees to freely organize, form, join, assist, or participate in employee associations; to collectively bargain with respect to any matter relating to wages, hours, benefits, safety, and other terms and conditions of employment as may be defined by this Resolution and to engage in other concerted activities for mutual aid and protection; and

BE IT FURTHER RESOLVED that the School Board hereby recognizes the right of school employees to freely select, should they choose to do so, Exclusive Representative(s) for the purposes of collectively bargaining, negotiating, and entering into written agreements with respect to any matter relating to them or their employment or services; and

BE IT FURTHER RESOLVED that the framework for assuring the effective and orderly process of collective bargaining in good faith shall include the following:

SECTION 1. DEFINITIONS: The terms in this Resolution have the meanings defined below unless stated otherwise.

A. "Bargaining unit" means a group of employees with common employment duties, license requirements, and/or interests who desire an Exclusive representative for the purpose of collectively bargaining a contract and who demonstrate sufficient interest to trigger an election for an Exclusive representative. Nothing in this section shall be interpreted to imply that more than one unit must seek certification at the same time. There shall ultimately be at least three bargaining units of Richmond City School employees as follows:

1. Licensed Personnel – means any non-administrative employee whose school employment requires a license from the Virginia Board of Education or Virginia Board of Health. This includes, but is not limited to, all teachers, school counselors, specialists, librarians, ITRTs, school psychologists, social workers, speech pathologists, and department chairs.
2. School Support Professionals – means all employees except Administrative Personnel and Licensed Personnel.

3. "Administrative Bargaining Unit" means principals, assistant principals, and supervisors who are required by their job description to have an endorsement issued by the Virginia Department of Education in administration and supervision preK-12 or who has actual authority to hire, suspend, layoff, recall, or discharge other employees.

B. "Business day" means a day that RPS central office is open. For items that note timelines, the counting shall begin the day after the receipt of information is delivered or is sent through email to the corresponding party. The deadline will be by close of business at 5:00 p.m. on the last day.

C. "Collective bargaining", "bargain collectively" or "negotiate" means to perform the mutual obligation by representatives of the School Board and the Exclusive Representatives of employees to meet at reasonable times and negotiate in good faith with respect to wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline, and other terms and conditions of employment, as well as quality of life issues, as further described in this Resolution, with the intention of reaching and executing a written agreement or to resolve questions arising under the agreement. This definition does not include negotiation of items that are prohibited by federal and/or state law. Examples of stated topics of negotiation include, but will not be limited to:

1. Wages: may include salary, stipends, bonuses, and the development, and application of salary schedules;
2. Hours and Scheduling: may include establishment of the workday/week, planning time flex/or compensatory time, and additional duties;
3. Retirement: may include payments for accrued leave, and participation in group benefits;
4. Benefits: may include participation in group health plan, dental plan, and disability and other insurance plans;
5. Health and Safety: may include safety equipment, work environment, and procedures in the event of communicable diseases;
6. Work Rules: may include procedures for reporting absences, and qualifying for leave, planning time, breaks, and lunch periods.
7. Evaluations: may include observations, walk-throughs, goal setting procedures, and communication of evaluation results;

8. Discipline: may include policies and procedures for letters of concern, reprimands, administrative leave, suspension, and dismissal;
9. Other Terms and Conditions of Employment: may include lessons plans, flex time, leave, calendar development, lead teacher and other building level appointments, and coaching contracts; and
10. Quality of Life Issues: may include additional duties, access to employee assistance programs, and extracurricular activities.

D. "Employee" means an employee of the School Board, including but not limited to employees who are probationary, temporary, and short/long term substitutes including those designated as employees of the division by charter school agreements.

E. "Employee association" means any union or organization of public employees that exists for the purpose, in whole or in part, of dealing with public employers concerning collective bargaining, grievances, labor disputes, wages, hours, benefits, safety, or any other matter relating terms and conditions of employment.

F. "Employer" means the School Board of the City Richmond and/or Richmond Public Schools.

G. "Exclusive Representative" means an employee association certified by the School Board pursuant to this Resolution to represent an employee bargaining unit in the collective bargaining process.

H. "Impasse" means the failure of the Employer and Exclusive Representative to reach agreement in the course of negotiations or to resolve questions arising under the agreement.

I. "Mediation" means assistance by an impartial third party to reconcile an impasse between the Employer and Exclusive Representative regarding wages, hours, benefits, safety, and any other matter relating to terms and conditions of employment through nonbinding interpretation, suggestion, recommendation, and/or advice.

J. "Panel" means a group of three people consisting of one representative for the Employer, one representative for the employee association who is certified or seeking certification as an Exclusive Representative, and a neutral third party, who may be an arbitrator, selected by both parties. If a Panel is convened for an election where two (2) or more employee associations are seeking certification as an Exclusive Representative, then the Panel may contain up to seven (7) members, two (2) who represent the Employer, two (2) who represent the employee associations with the highest number of members, and one neutral party selected by the Employer and employee representatives. Any Panel Member representing their employee associations must be a current employee of Richmond Public Schools and the President of their employee association or an employee designated by the President of the employee association. School Board members, the RPS superintendent, and witnesses and/or individuals directly related to contract

negotiations, or a grievance filed regarding prohibited conduct pursuant to this Resolution may not serve as a member of the Panel.

SECTION 2. RIGHTS AND RESPONSIBILITIES:

A. Employee and Employee Associations

Employees and Employee associations shall have the right to:

1. Organize, form, join, or assist any Employee association.
2. Promote, support, or advocate for policies, procedures, actions, and decisions that may improve their individual or collective terms or conditions of employment.
3. Negotiate collectively through Exclusive Representative of their own choosing.
4. Engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection.
5. Refrain from any of the above.

B. Employer

No provision of this Resolution or these procedures shall be deemed in any way to limit or diminish the authority of the School Board to manage and direct the operations and activities of the school division to the full extent of the law. The Employer retains all rights, including but not limited to, the right to:

1. Determine the nature and scope of the work to be performed by RPS employees, including the number of employees hired to perform such work;
2. Establish a budget;
3. Hire, promote, transfer, assign, retain, classify and schedule all employees and undertake disciplinary action with respect to its employees;
4. Determine and implement layoffs or other reductions-in-force due to lack of work, budgetary considerations, changed working conditions/requirements or for other reasons in the School Board's reasonable business judgment not prohibited by law; and
5. Undertake any actions reasonable and necessary to carry out the mission of the School Board.

SECTION 3. EXCLUSIVE REPRESENTATIVE:

A. The Employee association certified by the School Board as the Exclusive Representative for a bargaining unit shall have the right to act for, represent, bargain, and negotiate agreements covering all employees in that unit and shall be responsible for representing the interests of all such Employees for the purpose of collective bargaining without discrimination and without regard to membership in the employee association. The School Board shall not bargain with any other representative or Employee association for a bargaining unit in which an Exclusive Representative has been certified.

B. Notwithstanding any other provision in this Section, an Employee may present a grievance at any time pursuant to School Board Policy without the intervention of an employee association. Employees who utilize this avenue of presenting personal complaints to the employer shall not do so under the name of any Employee association.

C. An Exclusive Representative shall have the right to intervene and be afforded an effective opportunity to be present, to offer its view, and fully participate at any meetings or hearings in any grievance, dispute, hearing, or legal action relating to the terms, applicability, validity, interpretation, or enforceability of any collective bargaining agreement. The Exclusive Representative shall not interfere at the building level. The Employer may, but is not required to notify the Exclusive Representative of grievances filed.

SECTION 4. CERTIFICATION AND DECERTIFICATION OF EXCLUSIVE REPRESENTATIVE:

A. Certification By Election. The School Board shall certify an Employee association as the Exclusive Representative for an Employee bargaining unit within ten (10) business days after receiving confirmation that an employee association was selected by a majority of the employees in a Bargaining unit who voted in a secret ballot election. The employer is precluded from having access to or ownership of any ballot, membership card, petition, authorization form, showing of interest form, or any other information that would reveal Employee identities as these documents will remain the property of the Employee association. The procedures for an election shall be as follows:

1. An Employee association seeking certification as the Exclusive Representative for a bargaining unit(s) shall file a request with the Clerk of the School Board and deliver a copy to the Superintendent. The request shall include (1) the Employee association's name and address, (2) a description of the bargaining unit(s) it seeks to represent, (3) a statement certifying that thirty (30) percent of the Employees in the bargaining unit(s) wish to be represented by the Employee association as evidenced by any of the following: membership cards, dues payment, a petition, authorization forms, or other evidence of an Employee's desire to be represented by an Employee association for the purposes of collective bargaining, and (4) the proposed date, time, place or method for a secret ballot election.

The School Board may, but is not required to, invoke the process in Section 4(B)(1)-(6) to verify whether or not thirty (30) percent of the Employees in a bargaining unit wish to be represented by the Employee association.

3. Within ten (10) business days of receipt of the request for certification, the Superintendent shall notify all Employees in the bargaining unit(s) by electronic mail of the date, time, place or method for the election. A notice of the same shall also be posted in a common area at each worksite of the Employees in the Bargaining unit(s). Notice of the election shall also be included in the agenda for the School Board meeting immediately before the election.
4. All Notices provided pursuant to Section 4(A)(3) shall include a statement that other labor organizations or Employee associations have an opportunity to be included on the election ballot by filing a request with the Clerk of the School Board within seven (7) business from the date of the Notice. The request to intervene shall include (1) the employee association's name and address, (2) a description of the bargaining unit(s) it seeks to represent, (3) a statement certifying that thirty (30) percent of the Employees in the Bargaining unit(s) wish to be represented by the Employee association in accordance with Section 4(A)(1)(3), and (4) that it wishes to be included on the secret ballot. The School Board or the Employee association that filed the original request for certification may invoke the process in Section 4(B)(1)-(6) to verify whether the thirty (30) percent of the Employees in a bargaining unit wish to be represented by the intervening Employee association. If an Employee association successfully intervenes, a new Notice will be provided to Employees and the public pursuant to Section 4(A)(3).
5. A Panel shall be convened for the election to oversee the process, report on results, investigate any objections, and hold hearings, if necessary. The election should be held within forty-five (45) business days after a request for certification has been filed, unless the Superintendent has sent written notification for no more than a two (2) week extension prior to the end of the forty-five (45) business day timeline.
6. The Panel may contract with a neutral third party or vendor agreed to by the parties (herein "Neutral") to conduct the election with appropriate supervision and review by the Panel. The election will be held in person and shall be by secret ballot. Should an in-person election be impractical, the Panel may agree upon alternative election procedures. The School Board shall pay for the costs of the election.
7. The ballot for the election shall contain the name of the Employee association requesting certification, any other Employee association that meets the above requirements, and a choice of no representation.
8. The School Board and each Employee association on the ballot may have a reasonable number of election observers, up to two (2) from each party, to witness an in-person election and to witness the opening, processing, and/or counting of mail or electronic ballots. The number of election observers may be increased with mutual agreement from all parties. Observers may

challenge the eligibility of any person seeking to cast a vote by immediately requesting to the election organizer the verification of the Employee ID and valid driver's license. Challenged individuals may cast a ballot that is immediately impounded for future verification, if necessary. Once the election ends and the unchallenged ballots are tallied, the challenged ballots will be destroyed if they are not sufficient to potentially impact the election. If the challenged ballots could impact the election outcome, the Panel will open each challenged ballot and determine whether the person casting the ballot was eligible to vote.

9. Immediately after the polls are closed or the date for receiving mail in or electronic ballots has passed, the Panel or Neutral will count the ballots in the presence of the election observers and issue a tally of ballots revealing the number of ballots cast for each choice.
10. If none of the choices on the ballot receives the vote of a majority of the Employees voting, a run-off election among the two choices receiving the greatest number of votes will be held within thirty (30) business days. Notice of the run-off election shall be provided pursuant to Section 4(A)(3).
11. Any party to the election may file written objections within three (3) business days after the date of the tally of ballots. The objections should be specific in nature and detail the facts that call into question the validity of the election. The Panel of no more than seven (7) number of representatives shall investigate those allegations and if it finds that a dispute exists that calls into question the validity of the election, hold a hearing promptly. If not, the Panel will dismiss the objection(s) and certify the election results to the School Board. If the Panel finds that the election did not substantially conform to this Resolution, it shall order a new election. The Panel shall complete this process within thirty (30) business days from the date of the tally of ballots.
12. Upon completion of an election in which the majority choice of the Bargaining unit Employees voting is determined, the School Board shall certify the results naming the Exclusive Representative and the bargaining unit(s). The Superintendent shall give reasonable notice to all Employee associations listed on the ballot and the Employees in the Bargaining unit(s) identifying the Exclusive Representative which has been certified.
13. An Employee association that is not successful in an election must wait ninety (90) calendar days before submitting a new petition for certification to the School Board.

B. Certification By Majority Authorization: Pursuant to Virginia Code Section 40.1-57.2(C), the School Board may certify an Employee association as the Exclusive Representative, without an election, upon receipt of a request from an Employee association including: (1) its name and address, (2) a description of the bargaining unit(s) it seeks to represent, and (3) a statement that a majority of the Employees in the bargaining unit(s) support certification and wish to be represented by the Employee

association as their Exclusive Representative as evidenced by any of the following: membership cards, dues payment, a petition, authorization forms, or other evidence of an Employee's desire to be represented by an Employee association for the purposes of collective bargaining. The Employer is precluded from having access to or ownership of any ballot, membership card, petition, authorization form, showing of interest form, or any other information that would reveal Employee identities as these documents will remain the property of the Employee association. However, the Employer may validate the majority support for an Exclusive Representative using the following process:

1. A Panel may be convened within ten (10) business days to review and verify whether a majority of the Employees in a bargaining unit(s) support certification of an Employee association as their Exclusive Representative.
2. The Employer shall provide the Panel with a list of the names and positions of all employees in the bargaining unit(s).
3. The Employee association shall provide the Panel with a list of the Employees in the bargaining unit(s) who support certification and allow the Panel to inspect the membership cards, dues payment, petition, authorization forms, or other evidence of an Employee's desire to be represented by an Employee association for the purposes of collective bargaining. The Panel shall accept any document whether it bears a signature in ink or an electronic signature. Such documents, including but not limited to membership cards, authorization forms or petitions, from Employees signifying their desire for representation by an Employee association are valid for a period of one (1) year.
4. The Panel shall compare the Employer's list with the Employee association's list and supporting documentation and provide a report to the Clerk of the School Board within six (6) business days stating whether or not a majority of the Employees in the bargaining unit(s) support certification.
5. If the Panel finds that the Employee association has failed to provide support from more than fifty (50) percent of contracted Employees in a bargaining unit, the Panel will notify the Employee association and the Employee association will have thirty (30) business days to provide the necessary proof of support. If they are unable to do so the Panel will dismiss the request for certification. Upon dismissal, an Employee association must wait ninety (90) calendar days before submitting a new petition for certification to the School Board.
6. Within fifteen (15) business days after receiving a Panel report stating a majority of the Employees in the bargaining unit(s) support certification, the School Board shall notify the Employee association that it has been certified as the Exclusive Representative. The Superintendent shall also give reasonable notice to all Employees in the bargaining unit(s) identifying the Exclusive Representative which has been certified.

C. Decertification of an Exclusive Representative. Decertification of an Exclusive Representative for a bargaining unit(s) shall not be considered by the School Board for at least one (1) year from the date of the Certification of an Exclusive Representative or during the duration of a collective bargaining agreement not to exceed three years, whichever is later.

1. A request for decertification of an Exclusive Representative for a bargaining unit(s) shall not be considered during the duration of a collective bargaining agreement unless the request is filed not more than 210 business days and not less than 180 business days before the expiration of a collective bargaining agreement.
2. An Employee association seeking decertification shall file a request with the Clerk of the School Board and deliver a copy to the Exclusive Representative. The request shall include (1) the Employee association's name and address, (2) the name and address of the Exclusive Representative it seeks to decertify, (3) a description of the bargaining unit(s) currently represented, (4) a statement certifying that thirty (30) percent of the Employees in the Bargaining unit(s) no longer wish to be represented by the Employee association, and (5) the date, time, place or method for a secret ballot election.
3. The School Board or the Exclusive Representative may invoke the process in Section 4(B)(1)-(6) to verify whether the thirty (30) percent of the Employees in a Bargaining unit support decertification.
4. The decertification process shall follow the same procedures as set forth in Section 4(A)(3)-(13).

SECTION 5. RIGHTS OF EMPLOYEE ASSOCIATIONS:

A. Dues Deduction: The Employer shall honor the terms of all employee authorizations for payroll deductions to an Exclusive Representative or an Employee association in any form including those that satisfy the Uniform Electronic Transactions Act (Va. Code § 59.1-479, et seq.), including without limitation electronic authorizations and voice authorizations. An Employee's payroll deduction shall remain in effect until the Employee revokes the authorization pursuant to the terms of the agreement. Unless an Employee requests a cancellation or changes an authorization for payroll deductions, they shall be directed to the Employee association and not to the employer. The Employee association shall be responsible for processing these requests in accordance with the terms of the authorization. Nothing shall prohibit an Employee association from collecting dues directly from employees.

B. Employee Contact Information: The Employer shall provide to an Exclusive Representative, or an Employee Association that has petitioned for certification as the Exclusive Representation pursuant to Section 4(A)(1) and has certified that thirty (30) percent of the Employees in the Bargaining unit wish to be represented, the following information: Unless otherwise agreed by the parties, on or about the first day of every

month, the Employer shall provide in an electronic, editable format information for all Employees in bargaining unit(s) as follows: name, job title, worksite location, hire date, home address, work telephone number, home and mobile phone numbers, as well as personal and work email addresses. The Employer shall also provide that information for any new Employee on a monthly basis.

C. Access: The Employer shall provide an Exclusive Representative or an Employee Association that has petitioned for certification as the Exclusive Representation pursuant to Section 4(A)(1) and has certified that thirty (30) percent of the Employees in the bargaining unit wish to be represented reasonable access to the Employees that they represent provided that such access does not interfere with the operation of the school/facility or the Employee's performance of job duties. Such access shall include:

1. The right to meet with Employees during the workday to discuss and investigate grievances and other workplace issues;
2. The right to conduct worksite meetings during meal periods and other breaks, as well as before and after the workday;
3. The right to address newly hired Employees on paid time for no less than thirty (30) minutes during new Employee orientations, within thirty (30) business days of hire, or at individual or group meetings of new Employees if no orientation is conducted. The Employer must give the Exclusive Representative at least ten (10) business days' written notice of any new Employee orientation, except shorter notice may be provided where there is an urgent need critical to the Employer's operations that was not reasonably foreseeable by the Employer. The structure and manner of such access to new Employee orientations shall be determined through mutual agreement.
4. The right to reasonable communications with Employees through the School Board's electronic mail system.

SECTION 6. COLLECTIVE BARGAINING DUTIES, IMPASSE, AND RELATED PROCEDURES:

A. Bargaining Unit Information: Not later than thirty (30) business days following a written request from an Exclusive Representative, the Employer shall provide the Exclusive Representative with information relevant to the administration or negotiation of a collective bargaining agreement or to the Employees' wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline, and other terms and conditions of employment.

B. Bargaining and Impasse: The parties shall conduct themselves in good faith at every stage of the collective bargaining, mediation, and impasse process.

1. Collective bargaining shall commence at least ninety (90) business days before the expiration of any current collective bargaining agreement, or in the case of a newly certified Exclusive Representative, within sixty (60) business days after certification. Employees who serve as bargaining

representatives or witnesses during any impasse hearing shall be entitled to release time from their employment duties. The parties will schedule contract negotiations at times and places that will not interfere with school operations and the performance of the Employee's job duties.

2. The parties will discuss and agree upon the topics to be negotiated within the first nine (9) business days of the collective bargaining period. During the first contract negotiated under this Resolution, each party will select two (2) topics to negotiate for a total of four (4) topics to be collectively bargained, unless the parties mutually agree to more topics. The first contract negotiated under this agreement will be limited to a three (3) year term. Thereafter, the parties may negotiate multiple year contracts and any matter relating to wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline, and other terms and conditions of employment except those issues prohibited by law.
3. The Employer and Exclusive Representative may have, by agreement, a neutral facilitator or mediator (the "Mediator") which may be the Federal Mediation Conciliation Service ("FMCS"), if available. The Mediator will be determined by both parties. While engaging with the Mediator, another Mediator may be identified and selected if both parties agree that it would be more effective. Bargaining representatives shall meet at reasonable times, including meetings in advance of the Employer's budget making process, to negotiate in good faith with respect to any matter relating to wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline, and other terms and conditions of employment.
4. If no agreement is reached by thirty (30) business days before an existing collective bargaining agreement expires, or in the case of a newly certified Exclusive Representative, within ninety (90) business days after negotiations begin, the Employer or Exclusive Representative can declare an impasse to obtain the services of a mediator. An impasse will be resolved as follows:
 - (a) The Mediator shall be an impartial disinterested person chosen by the Employer and Exclusive Representative.
 - (b) The parties must participate in at least four mediation sessions, which must take place within twenty-one (21) business days from the date the Mediator is appointed.
 - (c) If no agreement is reached at the end of the above mediation process, the parties will observe a mandatory cooling-off period of fifteen (15) business days. During this period the parties will not engage in contract discussions.
 - (d) Following the mandatory cooling-off period, the parties may elect to participate in other engagement strategies by mutual agreement.

- (d) If no agreement is reached at the end of the above process, either party can request a hearing by a Panel. The hearing must be held within thirty (30) business days of the request. At such hearing, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case, witnesses, cross-examine witnesses, question and introduce evidence to support his/her positions without violating Virginia Code Section 54.1-3904. A written decision must be issued by the Panel within thirty (30) business days of the hearing.
- 5. The costs related to contract negotiations will be borne equally by the Employer and the Exclusive Representative.
- 6. If an impasse continues beyond the expiration date of an existing collective bargaining agreement, the agreement shall remain in effect until the impasse is resolved and a new agreement is signed by both parties.
- 7. Nothing in this section shall prohibit or impede the Employer and Exclusive Representative from continuing to bargain in good faith or from voluntarily reaching an agreement during an impasse.
- 8. The Employer and Exclusive Representative must reduce an agreement to writing when it is reached, which shall incorporate any decision of a Panel if one has been issued. An agreement is enforceable and effective when executed by the Exclusive Representative and the School Board.
- 9. A collectively bargained agreement is subject to sufficient appropriation and funding by the Richmond City Council. If the Richmond City Council fails to appropriate sufficient funds to implement the agreement, either party may reopen negotiations.
- 10. Within the first three (3) years, the School Board will hire a collective bargaining team under the supervision of the Talent Office to support the Chief Talent Officer in the implementation of this Resolution.
- 11. The terms and conditions of an existing agreement shall remain in full force and effect until superseded by a new collectively bargained agreement.

SECTION 7. PROHIBITED CONDUCT AND RESOLUTION PROCEDURES:

A. The Employer and its agents shall not:

- 1. Interfere with, restrain, or coerce Employees in the exercise of rights granted by this Resolution.
- 2. Dominate or interfere in the administration of any Employee association.
- 3. Encourage or discourage membership in any Employee association, committee, or labor organization including by discrimination in hiring, tenure, discipline, or other terms or conditions of employment.

4. Discharge, retaliate, or discriminate against any Employee because they have formed, joined, supported, assisted, or chosen to be represented by any Employee association.
5. Discharge, retaliate, or discriminate against any Employee because they have participated in collective bargaining, testified in a hearing, or filed a statement, petition, complaint, or grievance under this Resolution.
6. Refuse to negotiate collectively or bargain in good faith with an Exclusive Representative.
7. Refuse to participate in good faith in any impasse or dispute resolution procedures set forth in this Resolution.
8. Oppose the appropriation of funds, support policies, or otherwise act in a manner that would impair or interfere with the implementation of any collectively bargained agreement approved by the School Board.

B. The Exclusive Representative and its agents shall not:

1. Interfere with, restrain, or coerce an Employee with respect to rights granted in this Resolution or with respect to certifying or decertifying an Exclusive Representative.
2. Refuse to negotiate collectively or bargain in good faith with the Employer.
3. Refuse to participate in good faith in any impasse or dispute resolution procedures set forth in this Resolution.
4. Encourage or participate in any strike or willfully refuse to perform the duties of their employment in concert with two or more other Employees. Any Employee who violates this section shall be deemed to have terminated their employment and shall be ineligible for employment by the Employer during the next twelve months pursuant to Virginia Code Section 40.1-55. To the extent permitted by law, the Employer agrees that no lockout, which is defined as the refusal of the Employer to allow Employees to come to work until they accept the Employer's contract terms, will take place.

C. The Employee shall not:

Participate in any strike or willfully refuse to perform the duties of their employment in concert with two or more other Employees. Any Employee who violates this section shall be deemed to have terminated their employment and shall be ineligible for employment by the Employer during the next twelve months pursuant to Virginia Code Section 40.1-55.

D. An Employee, Employee association, or Exclusive Representative alleging prohibited conduct with respect to this Resolution, or a violation of this Resolution may file a grievance with the Superintendent within thirty (30) business days of the event or when the grievant knew or reasonably should have known of its occurrence. The grievance

should include (i) the date of the event(s), (ii) a description of the event, (iii) the nature of the violation, including any resolution, policy, procedure, regulation, or statute allegedly violated; and (iv) a statement of the relief requested. The grievance shall be processed as follows:

1. The respondent shall have ten (10) business days to file a written answer to the grievance with the Superintendent. The respondent shall simultaneously deliver a copy of the answer to the grievant.
2. The Superintendent, or his/her designee, shall hold a meeting with the grievant and the respondent within fifteen (15) business days after an answer is filed. At such meeting, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case, witnesses, cross-examine witnesses, question and introduce evidence to support his/her positions without violating Virginia Code Section 54.1-3904. If no settlement is reached during the meeting, the Superintendent, or his/her designee, shall issue a written decision within five (5) business days from the meeting.
3. The grievant may file a written appeal of the Superintendent's decision with the Clerk of the School Board within ten (10) business days. The appeal shall state whether the grievant elects a hearing before a Panel or the School Board. The appeal should also include (i) a description of the issues appealed and the factual support; (ii) the resolution, policy, procedure, regulation, or statute allegedly involved, (iii) the relief requested, (iv) the original grievance and answer; and (v) the Superintendent's decision. The appellee may file a response to the appeal within ten (10) business days.
4. If the grievant elects the School Board for the appeal, it shall conduct a hearing, which may be public at the option of the grievant, within thirty (30) business days after a response to the appeal is filed. At such hearing, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case, witnesses, cross-examine witnesses, question and introduce evidence to support his/her positions without violating Virginia Code Section 54.1-3904. The School Board shall provide for an official written transcript to report the proceeding which must be paid for by the School Board. If no settlement is reached during the hearing, the School Board shall issue a decision within ten business days from the hearing.
5. If the grievant elects a Panel for the appeal, it shall conduct a hearing within thirty (30) business days after a response to the appeal is filed. At such hearing, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case, witnesses, cross-examine witnesses, question and introduce evidence to support his/her positions without violating Virginia Code Section 54.1-3904. The Panel shall provide for an official written transcript to report the proceeding which must be paid for by the School Board. If no settlement is reached during the hearing, the Panel shall issue a written recommendation with

findings of fact and conclusions of law and transmit its recommendation with the record of the hearing to the School Board and both parties within thirty (30) business days from the hearing.

6. Either party may file a response to the Panel's recommendation within ten (10) business days. The grievant may request a hearing before the School Board which may be public at the option of the grievant. If no additional hearing is requested, the School Board shall issue a decision adopting the Panel's recommendation unless it finds that the recommendation is arbitrary and capricious. If the grievant requests a hearing before the School Board, it shall be conducted pursuant to Section 7(C)(4) herein.
7. Employees shall be given release time from their employment duties to testify or participate in any grievance proceeding under this section. Employees shall not be disciplined or retaliated against for filing, supporting, testifying, or participating in any grievance.
8. If the School Board finds that an individual or department engaged in prohibited conduct or otherwise violated this Resolution, the School Board may issue an order directing the party to cease and desist engaging in such conduct and may order such other affirmative and equitable relief to remedy the violation, including reinstatement with or without back pay and interest at the rate of eight percent.
9. This grievance procedure shall operate concurrently with any grievance procedure collectively bargained by the parties and shall not be considered the exclusive means by which disputes can be resolved.

SECTION 8. SEVERABILITY: If any provision or any part of any provision of this Resolution shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Resolution, and this Resolution shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

APPENDIX B

Central Office Staff Bargaining Unit Job Titles

Accounts Payable Technician I
Accounts Payable Technician II
Admin Office Associate
Administrative Assistant
Application Administrator

Benefits Associate
Bilingual Office Associate
Bilingual Parent Liaison

Data and Assessment Specialist
Data/Systems Admin Specialist
Desktop Technician
Desktop Technician Team Lead

Engagement Specialist
Executive Office Associate I
Executive Office Associate II

Family Liaison
Family Service Advocate
Family Service Worker
Family Support Specialist

Instructional Assessment Analyst
Interim Safety Trainer
Interim Substitute Specialist
Interpreter

Multimedia Design Specialist

Network Engineer

Office Associate I
Office Associate II
Office Associate III
Operations Assistant

Parent Liaison
Payroll Technician I
Payroll Technician II
Photographer/Videographer
Procurement Officer
Program Data Records Tech
Purchase Card Coordinator

Risk Management Coordinator
Risk Management Specialist

RVA Future Center Navigator

Safety Trainer
Senior Contracts Coordinator
Senior Data Technician
Senior Network Engineer
Senior Related Services Provider
Senior Systems Analyst
Senior Systems Engineer
Service Desk Team Lead
Service Desk Technician
SQL Developer/Analyst
Sr Coordinator Community Hub
Sr. Telecommunications Tech
Student Records Technician
Systems Programmer Analyst

Technology Asset Analyst
Technology Asset Analyst I
Technology Asset Analyst II
Testing/Career Outreach Facilitator
Translator and Interpreter

Welcome Center Specialist