

Alexandria Collective Bargaining Labor Requests / Staff Response Summary

The Employee Organizations raised a number of suggestions during the collaborative drafting process that were eventually implemented by Staff. These requests and Staff's response are listed in the chart below.

Ordinance Provision	Employee Organizations' Proposed Modifications	Staff Response
Sec. 2-5-71(b)	The Employee Organizations noted that an earlier iteration of the ordinance would require "official time" to be a negotiated provision in a collective bargaining agreement (CBA). The Organizations stated that such a provision would make it difficult to perform representational duties until the first CBA is negotiated.	Staff added the Organizations' suggested provision, with some modification, allowing an employee of the Employee Organization to be allotted reasonable official time while the CBA is being negotiated.
Sec. 2-5-73(c)-(d)	The Employee Organizations requested that the City Manager and the Organizations jointly select the LRA.	Staff responded to this request by inserting a provision allowing for the Employee Organizations to contribute to the list of candidates for LRA. Staff also included a provision requiring the City Manager to consult with the Employee Organizations when removing an LRA.
Sec. 2-5-75(e) Sec. 2-5-77(c)	The Employee Organizations pointed out that allowing competing organizations to have the same access to employees as the exclusive bargaining agent was too broad of a provision. The Organizations suggested a provision allowing competing organizations to access employees when there is already an exclusive bargaining representative only if the competing organization filed a petition establishing a valid question as to bargaining unit representation.	Staff adopted the Organization's change to the ordinance.
Sec. 2-5-78(a)	The Employee Organizations suggested that "requests to bargain" be submitted directly to the parties and not the LRA.	Staff inserted language into the ordinance agreeing to that request.
Sec. 2-5-77(e)	The Employee Organizations provided a dues deduction clause to be inserted into the ordinance.	Outside of minor adjustments, Staff inserted the clause into the current version of the ordinance.
Sec. 2-5-77(f)	The Employee Organizations requested that formal meeting rights of an exclusive bargaining representative be added to the proposed ordinance. This is also known as "Weingarten Rights."	Staff incorporated the clauses provided into the proposed ordinance; however, Staff made some changes to the language in order to make the clause's language consistent with the rest of the ordinance.
Sec. 2-5-79(a)(1)	The Employee Organizations voiced concerns over language in an earlier version of the ordinance indicating that a fiscal impact study would be conducted after a tentative agreement was reached. The Organizations	Staff agreed and included language providing that a fiscal impact study would be conducted throughout negotiations.

	noted that waiting to conduct a fiscal impact study until a tentative agreement is reached had the potential to derail negotiations.	
Sec. 2-5-79(a)(3)	The Employee Organizations asked that Staff add a “reopening of negotiations provision” to the proposed ordinance in the event of Council's indication that it would not fund provisions requiring appropriation. In that circumstance, the City Manager and the exclusive bargaining agent may reopen negotiations on those items.	Staff added the provision to the proposed ordinance.
Sec. 2-5-68 at definition of “Strike”	The Employee Organizations suggested that the definition of “strike” should contain a citation to the Code of Virginia § 40.1-55.	Staff agreed and included the citation.
Sec. 2-5-77(g)	The Employee Organizations requested that Staff include a provision allowing an individual employee to present “grievances” to the City without intervention of the Organization.	Staff included the provision but changed the term “grievances” to “personal concerns.” Staff made this change because grievances has a set meaning within City policies which could cause confusion among all parties.
Sec. 2-5-77(c)	The Employee Organizations asked for a provision allowing exclusive bargaining representatives to meet with employees on City premises during times when the employees are on break or in a non-duty status.	Staff agreed to include the provision in an updated draft of the ordinance.
Sec. 2-5-77(d)	The Employee Organizations suggested language allowing them to meet with newly hired employees for a minimum of 30 minutes and within 30 calendar days from the date of hire.	Staff agreed to a modified approach to this request.
Sec. 2-5-82(c)	The Employee Organizations noted that a section on procedures for resolution of charges of unfair labor practices should be included in the ordinance.	Staff agreed and added procedures (rather than committing development of procedures to the LRA or contract negotiation).
Sec. 2-5-74(a)	The Employee Organizations requested that Section 2-5-74(a)(1) be removed from the ordinance. This section allows the City to voluntarily recognize an employee organization’s request for recognition upon a showing of majority support in the bargaining unit.	Staff agreed to remove the voluntary recognition language from the ordinance.
Sec. 2-5-74(b)	The Employee Organizations suggested that language be added to ordinance requiring allegations of conduct affecting the outcome of the election in order to file an exception to the election.	Staff agreed to add this language to the ordinance but changed conduct to misconduct in order to capture what we understood the intent to be.

Sec. 2-5-74(c)	The Employee Organizations asked that electronic signatures be classified as “administratively acceptable evidence” supporting a petition for recognition.	Staff agreed to add this language to the ordinance with some modification.
Sec. 2-5-75(c)	The Employee Organizations suggested that language be added to the ordinance allowing for a runoff election when no organization receives majority support in the first election. In such a circumstance, the top two vote getters from the first election will be the only organizations listed on the ballot for the runoff election.	Staff agreed to add this language to the ordinance.
Sec. 2-5-78(e)	The Employee Organizations requested that a provision be added to the ordinance allowing an employee organization serving as the exclusive bargaining agent for two or more bargaining units to consolidate negotiations on all matters common to the various units.	Staff agreed to add this language to the ordinance.
Sec. 2-5-68 at definition of “Confidential Employee”	<p>The Employee Organizations suggested that the language in the ordinance excluding the Finance Department from bargaining was too broad. Instead, the Employee Organizations stated that the exclusions should be limited to only those employees who work on or have access to matters related to bargaining.</p> <p>The Employee Organizations also asked for Staff to remove Subsection 7 that excluded secretaries and personnel assistants to confidential employees, managers, and supervisors from bargaining.</p>	With some modification, Staff accepted the suggested changes, e.g., neither the Finance Department nor administrative support personnel are entirely excluded from bargaining. The ordinance allows these employees to bargain depending on access to confidential information relevant to bargaining or personnel disputes.
Sec. 2-5-68 at the definition of “Collective Bargaining”	The Employee Organizations requested that expired bargaining agreements stay in effect while the next agreement is in the process of being negotiated.	With some modifications, Staff agreed to include the suggestion in the ordinance. The ordinance now allows for the expired agreement to stay in effect 6 months after expiration unless it is superseded by a new agreement.
Sec. 2-5-68 and Sec. 2-5-72(d)-(e)	AFSCME requested that the General Government Unit be split into further units in order to accommodate differences between employee job classifications. The previous ordinance only recognized the Police Unit, the Fire Unit, the Labor and Trade Unit, and the General Government Unit.	With some modifications, Staff agreed to split the General Government Unit into the (1) Professional and Technical Unit and (2) the Administrative and Clerical Unit.
Sec. 2-5-73(c)	The Employee Organizations requested that interested unions / associations have input into the selection of the initial Labor Relations Administrator. The ordinance had previously allowed the City Manager to select the initial LRA unilaterally.	Staff accepted the suggested changes.

Sec. 2-5-79(a)(4)	The Employee Organizations suggest that ratification of a tentative agreement be done so in accordance with their established internal procedures.	Staff accepted the suggested changes.
Sec. 2-5-82(b)(2)	The Employee Organizations asked that language establishing failure to represent bargaining unit employees as a prohibited practice be expressly limited to failure to represent regarding required subjects of bargaining.	Staff accepted the suggested changes.
Sec. 2-5-68 definition of “Collective Bargaining”	The Employee Organizations requested that Staff remove language about national safety standards from the definition of collective bargaining.	Staff accepted the suggested changes.
Sec. 2-5-71(c)	The Employee Organizations asked that employees be allowed to use City electronics for intra-union communications.	Staff partially accepted this suggested modification. The ordinance still prohibits the use of City electronics for intra-union communications, however, it does allow for the parties to negotiate in the actual agreement if and how those communications will occur.