

1 **Sec. 2-5-68 - Definitions.**

2 As used in *this* article, the following terms shall have the meanings ascribed to them in this
3 section:
4

5 *Arbitration* means the procedure by which the city and an exclusive bargaining
6 representative when involved in a labor-management dispute, as defined in this article, submit
7 their differences to a third party for a final and binding decision subject to the provisions of
8 this article.

9 *Benefits* means, for the purpose of this article, leave (paid and unpaid, vacation, and
10 holidays), insurance (including contributions and levels of coverage), general supplemental
11 retirement plans, and police and fire retirement plans presently made available under city
12 authority.

13 *City* means the City of Alexandria acting through its city manager or the city manager's
14 designee.

15 *Collective Bargaining* means to perform the mutual obligation of the city, by its
16 representatives, and the exclusive bargaining representative of employees in an
17 appropriate bargaining unit to meet and negotiate in good faith at reasonable times and places
18 regarding wages and benefits (as the term benefits is defined herein), with the good faith
19 intention of reaching an agreement of no shorter duration than three (3) years and remaining in
20 effect for no longer than six months following expiration, unless and until superseded earlier
21 by a new agreement. Any agreement reached by collective bargaining shall be subject to
22 appropriation of funds by the city council.

23 The city shall not negotiate as to matters controlled or preempted by any federal or state
24 constitutional provision, law, rule or regulation.

25 *Collective bargaining agreement* means the written legal contract between the city and
26 an exclusive bargaining agent representing the employees in a bargaining unit authorized by this
27 article and resulting from collective bargaining as defined in this section.

28 *Confidential employee* means any employee who works in or for:

- 29 (1) the office of the city council;
30 (2) the office of the city manager;
31 (3) the office of the city attorney;
32 (4) the Department of Human Resources or other department or position in which the
33 employee has authorized access to confidential city personnel files;
34 (5) the Office of Management and Budget; or

1 (6) is a secretary, administrative assistant, management analyst, or any other position,
2 wherever assigned and however those titles may be changed from time to time, with
3 authorized access to confidential information pertaining to city budgetary and fiscal
4 data relevant to subjects within the scope of collective bargaining as set forth in this
5 article.

6 *Employee* means any employee of the city, except it does *not* include anyone who is:

7 (1) an employee of the courts or of any local constitutional officer, i.e., officers elected
8 pursuant to Article VII, Section 4 of the Constitution of Virginia;

9 (2) a confidential employee, as defined in this section;

10 (3) a managerial employee, as defined in this section;

11 (4) a supervisor, as defined in this section;

12 (5) an intermittent, temporary or seasonal employee, as defined in this section;

13 (6) an intern or volunteer;

14 (7) an employee in new employee probationary status;

15 (8) a member of a board or commission, or other appointee of any public body as defined
16 by state law; or

17 (9) An attorney whose responsibilities include providing legal advice to the city or
18 performing legal research for the city as a client.

19 *Employee organization* means an organization in which employees participate, and that
20 exists for the purpose, in whole or in part, of representing employees in collective bargaining
21 concerning labor disputes, wages, hours, and other terms and conditions of employment.

22 *Exclusive bargaining representative* and *exclusive bargaining agent* mean the employee
23 organization recognized by the City as the only organization to bargain collectively for all
24 employees in a bargaining unit (as defined in section 2-5-72).

25 *Impasse* means the failure of the city and an exclusive bargaining representative to reach
26 agreement in the course of collective bargaining negotiations.

27 *Intermittent employee* means irregular or variably recurring, hourly employment that is less
28 than full time in any calendar year.

29 *Labor-management dispute* means a difference of position as between the city and an
30 exclusive bargaining agent concerning administration or interpretation of the collective
31 bargaining agreement between them; negotiability disputes; action challenged as a prohibited
32 practice under Sec. 2-5-82; and questions of eligibility of disputes for resolution by arbitration.
33 It shall not mean disciplinary or other adverse personnel actions within the meaning of
34 Virginia Code Section 15.2-1506, et seq., as implemented by the uniformly applicable city

1 grievance procedure, and specialized state statutory procedures applicable to law enforcement
2 officers and fire and emergency medical employees.

3 *Lockout* means any action taken by the city intended to interrupt or prevent the continuity
4 of work properly and usually performed by employees for the purpose of coercing or
5 intimidating employees in the exercise of their rights conferred by this article, or influencing
6 their exclusive bargaining agents' positions in collective bargaining contract negotiations.

7 *Managerial employee* means any individual who, in the sole and final determination of
8 the city manager:

9 (1) has responsibility for a unit or sub-unit of a division of an agency or department;

10 (2) participates in the formulation of policy;

11 (3) is significantly engaged in executive or management functions;

12 (4) is charged with the responsibility of directing the implementation of management
13 policies, procedures or practices; or

14 (5) is involved in administration of collective bargaining agreements or human resources
15 or personnel decisions, including, but not limited to, staffing, reductions-in-
16 force/layoffs, reorganizations, hiring, discipline, evaluations, pay, assignments,
17 transfers, promotions or demotions.

18 *Mediation* means an effort by a neutral, third-party factfinder chosen under the terms of
19 this article to assist confidentially in resolving an impasse, as defined in this section, arising in
20 the course of collective bargaining between the city and the exclusive bargaining agent of a
21 bargaining unit, or the first step prior to arbitration of a labor-management dispute other than a
22 prohibited practice claim or charge.

23 *Professional employee* means one performing work that requires special and theoretical
24 knowledge that is usually acquired through college training or through work experience and
25 other training that provides comparable knowledge.

26 *Seasonal employee* means an employee who is hired into a position for which the customary
27 annual employment is four (4) months or less and for which the period of employment begins
28 each calendar year in approximately the same part of the year, such as summer or winter, for
29 reasons related to work demands that arise during those parts of the year.

30 *Supervisor* means any individual who, in the sole and final determination of the city
31 manager, customarily and regularly devotes a majority of work time to supervision of two or
32 more employees and has authority to hire, transfer, suspend, layoff, recall, promote, demote,
33 discharge, assign, evaluate, reward or discipline other employees, or adjust grievances, or
34 effectively to recommend any such actions. With respect to the Fire Department, "supervisor"
35 includes all personnel at the rank of lieutenant or above. With respect to the Police
36 Department, "supervisor" includes all personnel at the rank of sergeant or above.

1 *Strike* means action of an employee of the city in concert with two or more other such
2 employees for the purpose of obstructing, impeding, or suspending any activity or operation of
3 the city (see Virginia Code § 40.1-55) or inducing, influencing, or coercing a change in the
4 conditions, compensation, rights, privileges or obligations of city employment.

5 *Technical employee* means an individual whose work requires a combination of basic
6 scientific or technical knowledge and manual skill that can be obtained through specialized
7 post-secondary school education or through equivalent on-the-job training.

8 *Temporary employee* means an individual who is employed for not more than 180 days in
9 a 24-month period.

10 The city manager or city manager's designee shall meet and confer with Police and Fire
11 supervisors ineligible to bargain collectively regarding matters within the scope of collective
12 bargaining as specified in this article with the specific intent to address salary compression, as
13 commonly defined or understood, resulting from collective bargaining with eligible Police and
14 Fire uniformed employees.

15 **Sec. 2-5-69 - Employee Rights.**

16 (a) Employees shall have the right to organize, form, join, assist, and pay dues or
17 contributions to employee organizations, to bargain collectively through an exclusive
18 bargaining representative of their own choosing, and to engage in other concerted
19 activities for the purpose of collective bargaining or other mutual aid and protection
20 insofar as such activity is not inconsistent with this article or prohibited by any other
21 applicable law. Employees shall also have the right to refrain from any or all such
22 activities.
23

24 (b) A collectively bargained agreement provision that violates the rights of employees set
25 forth in this section shall be void to the extent that it violates the rights of employees set
26 forth in this section. A collectively bargained agreement provision that establishes a
27 time period for the exercise of an employee right set forth in this section shall not
28 violate this section. The city and each employee organization will refrain from any
29 intimidation, coercion, or harassment of employees who choose to exercise their rights
30 under this article.

31 **Sec. 2-5-70 - City's Rights and Authority.**

32 (a) This article shall not be deemed in any way to limit or diminish the authority of the city
33 to manage and direct the operations and activities of the city to the fullest extent
34 authorized and permitted by law. Thus, the city retains exclusive rights including, but
35 not limited to, the rights:
36

37 (1) to determine the type and scope of work to be performed by city employees,
38 and the manner in which services are to be provided;
39

40 (2) to direct the work of employees and determine the number of employees to
41 perform any work or service;
42

- 1
2 (3) to hire, promote, transfer, assign, retain, classify and schedule all employees
3 and to suspend, demote, discharge, or take other disciplinary action against
4 employees;
5
6 (4) to relieve employees from duties by layoff or other reduction-in-force due to
7 lack of work, changed working conditions/requirements, budget limitations or
8 for other reasons in the city's reasonable business judgment and not prohibited
9 by law;
10
11 (5) to introduce new, or different services, methods, equipment, or facilities;
12
13 (6) to contract for, expand, reduce, sell, transfer, convey, eliminate or change in
14 any way the operations of general government, as well as any department,
15 office or part thereof;
16
17 (7) to establish and change standards of behavior or performance, staffing levels,
18 job qualifications and job descriptions;
19
20 (8) to determine the kind, type, location and use of city-owned equipment or
21 facilities; provided that the city does not require use or operation of unsafe
22 equipment or the unsafe operation of equipment;
23
24 (9) to maintain the efficiency and integrity of the operations entrusted to the city;
25
26 (10) to determine its tax levies, budgets, and appropriations; and
27
28 (11) to do all things reasonable and necessary to carry out the mission of the city.

29
30 **Sec. 2-5-71 – Employee Activity on Official Work Time and Use of City Communication**
31 **Systems.**

- 32 (a) Solicitation of support, membership, or dues, or engaging in any other union activities
33 is not permitted when any of the employees involved are on duty except as lawfully
34 may be provided in a collective bargaining agreement entered into under this article.
35
36 (b) In the absence of a collective bargaining agreement or a provision in such an agreement
37 governing employee labor relations activity on official time, any employee representing
38 an employee organization that has been recognized as an exclusive bargaining agent in
39 the negotiation of an agreement under this article shall be authorized official time in
40 amounts reasonable for such purposes, including attendance at impasse resolution
41 proceedings.
42
43 (c) City electronic communication systems shall not be used to conduct intra-employee
44 organization business or activities, or employee organizing activity, unless provided for
45 by negotiated contract provisions.

1 **Sec. 2-5-72 - Bargaining Units.**

2 The city shall recognize only the following bargaining units for the purposes of collective
3 bargaining:

4 (a) Police: The police employees' bargaining unit shall consist of all sworn uniformed
5 employees of the police department, except those excluded by definition in Sec. 2-5-68;

6
7 (b) Fire and Emergency Medical Services: The fire and emergency medical services
8 employees' bargaining unit shall consist of the uniformed fire employees, including fire
9 marshals, except those excluded by definition in Sec. 2-5-68;

10
11 (c) Labor & Trades: Those eligible classes of employees associated with maintenance and
12 skilled crafts, i.e., job classes of workers performing duties that result directly in the
13 comfort and convenience of the general public, or contribute to the maintenance of
14 capital assets, land and infrastructure of the city, except those excluded by definition in
15 Sec. 2-5-68; and

16
17 (d) Professional and Technical: Those non-supervisory and non-managerial employees
18 within the definitions of "professional employee" and "technical employee" as set forth in
19 Sec. 2-5-68.

20
21 (e) Administrative and Clerical: Those non-supervisory and non-managerial employees who
22 perform office support work and who are not confidential employees excluded from
23 collective bargaining within the definition set forth in Sec. 2-5-68.
24

25 **Sec. 2-5-73 – Labor Relations Administrator.**

26 (a) A labor relations administrator (LRA or the administrator) shall be appointed by the city
27 manager in the manner set forth in subsection (c) of this section to effectively administer
28 this article as it governs exclusive bargaining representative selection, certification and
29 decertification procedures, labor-management disputes as defined in section 2-5-68, and
30 choice of mediator(s) and/or arbitrator(s) as needs arise under this article or under any
31 collective bargaining agreement.
32

33 (b) The administrator must be experienced as a neutral in the field of labor relations, and
34 must not be a person who, because of vocation, employment, or affiliation, can be
35 categorized as a representative of the interest of the city or any employee organization,
36 including an exclusive bargaining agent for a bargaining unit permitted under this article.
37

38 (c) Subject to confirmation by the city council, the city manager shall appoint the labor
39 relations administrator who shall be selected for a 4-year term from no more than 3
40 (three) nominees jointly agreed upon and submitted by: (i) representatives of those
41 employee organizations that have notified the city manager or city manager's designee of
42 their interest in representing bargaining units permitted by this article, if no exclusive
43 bargaining agents have been recognized at the time the selection process begins, or (ii) by

1 the exclusive bargaining agents of the bargaining units permitted by this article, and (iii)
2 an equal number of designees of the city manager. If the Council does not confirm the
3 appointment on the recommendation of the city manager, an appointment must be made
4 from a new agreed list of 3 (three) nominees compiled in the same manner.
5

6 (d) The administrator's services shall be subject to termination by the city manager, in
7 consultation with the exclusive bargaining agents of the bargaining units permitted by
8 this article, and with council approval.
9

10 (e) If the administrator dies, resigns, becomes disabled, or otherwise becomes unable or
11 ineligible to continue to serve within six (6) months of initial appointment, the city
12 manager shall appoint a new administrator from the list from which that administrator
13 was selected, subject to council confirmation, to serve the remainder of the previous
14 administrator's term. Otherwise, the administrator vacancy shall be filled as provided in
15 subsection (c).
16

17 (f) An administrator appointed under this section may be reappointed as provided in
18 subsection (c).
19

20 (g) The terms of payment for the services of the administrator shall be paid as specified by
21 contract with the city.
22

23 (h) The administrator shall:
24

25 (1) hold and conduct elections for certification or decertification pursuant to the
26 provisions of this article and issue the certification or decertification, or cause
27 these actions to occur.
28

29 (2) request from the city or an employee organization, and the city or such
30 organization shall provide, any relevant assistance, service, and data that will
31 enable the administrator to properly to carry out duties under this article.
32

33 (3) hold hearings and make inquiries, administer oaths and affirmations, examine
34 witnesses and documents, take testimony and receive evidence, and compel by
35 issuance of subpoenas the attendance of witnesses and the production of relevant
36 documents in proceedings within the responsibility of the administrator under this
37 article.
38

39 (4) investigate and attempt to resolve or settle, as provided in Section 2-5-80 -
40 Mediation and Arbitration, charges of either the city or an employee organization
41 engaging in prohibited practices as defined in this article. However, if the city
42 and a certified representative have negotiated a labor-management dispute
43 resolution procedure, the administrator must defer to that procedure to resolve any
44 dispute that properly may be submitted to the procedure, absent a showing that the

1 deferral results in the application of principles contrary to this article. The
2 administrator must defer to state procedures in any matter governed by the Law-
3 Enforcement Officers' or Firefighters and Emergency Medical Technicians' Bill
4 of Rights set forth in the Virginia Code, or to any other such procedure dictated
5 by state statute.

6
7 (5) determine unresolved issues of employee inclusion in or exclusion from the
8 bargaining units permitted under this article except as limited by definition and
9 city manager determination as set forth in Section 2-5-68.

10
11 (6) obtain any necessary support services and make necessary expenditures in the
12 performance of duties, subject to appropriation.

13
14 (7) determine any issue regarding the negotiability of any collective bargaining
15 proposal.

16
17 (8) Exercise any other powers and perform any other duties and functions specified in
18 this article of an administrative nature.

19
20 **Sec. 2-5-74 - Recognition of Exclusive Bargaining Agent.**

21 A bargaining agent shall be the exclusive representative of all employees in an
22 appropriate bargaining unit described in Section 2-5-72 if the employee organization is
23 selected by a majority of the employees voting in an appropriate bargaining unit in an election
24 conducted pursuant to this article and rules and procedures adopted by the LRA.

25 (a) In the event that more than one (1) employee organization files a request for
26 recognition or for election within ten (10) calendar days after a first request for
27 recognition or for election has been filed, an election to select an exclusive bargaining
28 agent shall be held under the rules and procedures adopted by the LRA. If an employee
29 organization receives a majority of the votes cast by the employees voting in an
30 appropriate bargaining unit, it shall be recognized by the city as the
31 exclusive bargaining agent, provided, however, that the city manager/designee or an
32 employee organization may file exceptions to the election with the LRA alleging that
33 there has been misconduct which has affected the outcome of the election, and the city
34 need not recognize the employee organization pending the resolution of any process to
35 review those exceptions. Any cost of such election shall be shared equally by the
36 parties involved.

37 (b) "Administratively acceptable evidence" to support a petition for certification without
38 election, for certification by representation election, or for decertification (see Section
39 2-5-76) may consist of a combination of membership cards or a membership roster,
40 evidence of dues payment, or other evidence of bargaining unit employees' desire to be
41 represented by an employee organization for collective bargaining purposes. An
42 authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code §
43 59.1-479 *et seq.*) including, without limitation, electronic authorizations and voice
44 authorizations, shall be valid for employees' authorization for representation for

1 purposes of a petition filed by a labor organization for exclusive representation. The
2 determination by the LRA (or of the city manager or manager's designee in the absence
3 of the LRA) of the sufficiency of a showing of majority support or for a representation
4 election shall not be subject to challenge by any person or employee organization or by
5 the city.
6

7
8 **Sec. 2-5-75 - Request for Election.**

- 9 (a) An employee organization may request an election be held by submitting a petition for
10 an election to the LRA who shall notify the city manager pursuant to its rules and
11 procedures. The petition must represent a showing of interest by at least thirty (30)
12 percent of the employees in a bargaining unit permitted by this article.
13
- 14 (b) Any additional interested employee organization must submit a petition of intervention
15 to the LRA, which must be accompanied by a showing of interest by thirty (30) percent
16 of the employees in the appropriate bargaining unit within ten (10) days of notice of the
17 pending election.
18
- 19 (c) An election under this article shall be held within forty-five (45) calendar days after
20 written notice to all parties of the determination by the LRA of a valid petition for
21 election in accordance with guidelines established by the LRA. If an employee
22 organization receives a majority of the valid ballots cast by the employees in a
23 permitted bargaining unit, it shall be recognized by the city as the
24 exclusive bargaining agent, provided unless and until the LRA certifies a different
25 organization or otherwise decertifies the agent in accordance with rules set forth in this
26 section. In an election in which none of the choices on the ballot receives a majority, a
27 runoff election shall be conducted in which the ballot shall provide for a selection
28 between the two choices or parties receiving the highest and second highest number of
29 ballots cast in the election. However, the city or the employee organization may file
30 exceptions with the LRA in accordance with its rules, and the city need not recognize
31 the employee organization pending the resolution of any process to review those
32 exceptions.
33
- 34 (d) Nothing in this article shall require or permit an election in any bargaining unit within
35 twelve (12) months after a previous election has resulted in the recognition of an
36 exclusive bargaining representative or a determination that the employees choose no
37 representation in such bargaining unit.
38
- 39 (e) No party shall have an advantage over the other in gaining access to employees during
40 organizational or representation campaign activity. Unless there is a recognized
41 bargaining representative, interested employee organizations will receive the same access
42 to bargaining unit employees as is currently provided to outside organizations under city
43 policies and practices for facility use and attendance at any meeting of such organizations
44 under these circumstances is voluntary and open to all prospective bargaining unit
45 employees.
46

1 **Sec. 2-5-76 - Decertification/Withdrawal of Recognition.**

- 2 (a) Recognition of an employee organization as the exclusive bargaining agent for a
3 bargaining unit permitted by this article shall continue only so long as such
4 organization satisfies the criteria of this article and any guidelines established by the
5 LRA applicable to recognition.
6
- 7 (b) If a petition for decertification of a recognized exclusive bargaining agent is presented
8 to the LRA showing that at least thirty (30) percent of the employees in
9 the bargaining unit no longer want the employee organization to be
10 their bargaining agent, then the LRA shall hold an election pursuant to section 2-5-
11 75 of this article.
12
- 13 (c) A petition for decertification of a recognized exclusive collective bargaining agent in an
14 appropriate unit may be filed in a thirty-day (30) period between the one hundred
15 eightieth (180th) and one hundred fiftieth (150th) day prior to expiration of any
16 existing collective bargaining agreement for that bargaining unit or any time after
17 that collective bargaining agreement has expired.
18
- 19 (d) For a period of one (1) year following recognition or certification of an exclusive
20 bargaining agent, no decertification petitions may be filed.
21
- 22 (e) The employee organization no longer shall be recognized as the exclusive
23 bargaining agent of the employees in the bargaining unit if a majority of the employees
24 in the appropriate bargaining unit vote in the decertification election to no longer be
25 represented by the employee organization.
26
- 27 (f) The city may withdraw recognition from an employee organization at any time based
28 upon an objectively reasonable good faith belief that a majority of the bargaining unit
29 no longer supports the employee organization. An employee organization may file an
30 exception to the city's withdrawal of recognition with the LRA, which in considering
31 such an exception, may order an election to determine majority support. A withdrawal
32 of recognition under this section shall not be deemed an abrogation of the city's
33 obligations under a valid collective bargaining agreement in effect at the time of
34 withdrawal.
35

36 **Sec. 2-5-77 – Rights Accompanying Exclusive Representation.**

37 Any employee organization recognized as the bargaining agent for employees in an appropriate
38 bargaining unit shall have the following rights:

- 39 (a) To speak on behalf of all members of the unit and shall be responsible for representing
40 the interests of all members of the bargaining unit without discrimination and without
41 regard to employee organization membership; and
42
- 43 (b) To meet at reasonable times and places to engage in good faith collective bargaining on
44 matters that, under this article, may be the subject of collective bargaining, in an effort
45 to reach an agreement, subject to the tentative approval of the city manager or the city
46 manager's designee with responsibility for the employees in the bargaining unit.

- 1
2 (c) To meet with bargaining unit employees on the premises of the city in non-secure areas
3 during times when the employees are on break or in a non-duty status. Any other
4 employee organization that has submitted a petition and established a valid question
5 concerning representation of the bargaining unit shall also be permitted to meet with
6 bargaining unit employees with the same limitations. This subsection shall not restrict an
7 exclusive bargaining agent and the city from negotiating for greater access to employees
8 by the exclusive bargaining agent as provision of a collective bargaining agreement.
9
- 10 (d) To meet with newly hired employees, without charge to the pay or leave time of any of
11 the employees for a maximum of 30 minutes, within 30 calendar days from the date of
12 hire, during new employee orientations, or if the city fails to conduct new employee
13 orientation, at individual or group meetings.
14
- 15 (e) To be the only labor organization eligible to receive from the city amounts deducted from
16 the pay of employees as authorized by written assignment of the employees, for the
17 payment of regular and periodic dues to the exclusive bargaining agent, unless two
18 exclusive bargaining agents of city employees agree that they can both receive deductions
19 from the same employee. Any such authorization may be revoked in accordance with the
20 terms of the authorization which shall provide a period of irrevocability of not more than
21 one year. An authorization that satisfies the Uniform Electronic Transactions Act
22 (Virginia Code § 59.1-479 et seq.), including, without limitation, electronic
23 authorizations and voice authorizations, shall be valid for employees' authorizations for
24 payroll deductions and authorization for representation for purposes of a petition filed by
25 an employee organization for exclusive representation.
26
- 27 (f) To be represented at any formal discussion between one or more representatives of the
28 city and one or more employees in the bargaining unit or their representatives concerning
29 (1) any matter that is within the scope of collective bargaining as set forth in the
30 definition of collective bargaining (see Section 2-5-68); or (2) any examination of
31 bargaining unit employees by a representative of the city in connection with an
32 investigation if the employee reasonably believes that the examination involves matters
33 covered by any collective bargaining agreement then in effect, and the employee requests
34 representation.
35
- 36 (g) Notwithstanding any other provision in this section, an individual employee may present
37 a personal complaint, concern or question at any time to the city without the intervention
38 of an employee organization, provided that any such organization that is recognized by
39 the city as the exclusive bargaining agent for the bargaining unit in which the employee is
40 a member is afforded an effective opportunity to be present and to offer its view at any
41 meetings held to adjust the matter and that any adjustment made shall not be inconsistent
42 with the terms of any applicable collective bargaining agreement. Such employee or
43 employees who utilize this avenue of presenting personal complaints, concerns or
44 questions to the city shall not do so under the name, or by representation, of an employee
45 organization.
46

1 **Sec. 2-5-78 - Good Faith Bargaining.**

- 2 (a) A written request for bargaining must be submitted by the exclusive bargaining agent to
3 the city manager or the manager's designee no later than March 1, and negotiations
4 must begin by April 1 and conclude by September 1 of any year where an agreement is
5 sought to be effective at the beginning of the next fiscal year, in order to accommodate
6 the city budget process. Failure of the parties to reach agreement by September 1 shall
7 constitute impasse and trigger impasse resolution procedures under this article.
8
- 9 (b) Nothing in this article requires either party to make any concessions or agree to the
10 other party's proposals.
11
- 12 (c) Good faith bargaining shall not include submission of or a response to a proposal that:
13
14 (1) Violates the rights of employees as set forth in 2-5-69; or
15
16 (2) Impairs, restricts, or delegates the authority of the city as set forth in Section 2-
17 5-70.
18
- 19 (d) The city manager shall designate or appoint the city's representative(s) in collective
20 bargaining negotiations in the manager's sole discretion.
21
- 22 (e) If an employee organization serves as the exclusive representative of more than one
23 bargaining unit, it shall consolidate its bargaining with the city and negotiate a common
24 master agreement on all matters not unique to particular bargaining unit.
25

26 **Sec. 2-5-79 - Approval of Tentative Agreement.**

- 27 (a) When an exclusive bargaining agent and the city reach a tentative agreement, they shall
28 reduce it to writing and execute it signifying the approval of the bargaining agent and
29 the city bargaining representative. No agreement shall be effective or enforceable:
30
- 31 (1) unless a fiscal impact study(ies) of the tentative agreement provisions,
32 conducted as bargaining proceeds, has been prepared by the city Office of
33 Management and Budget;
34
- 35 (2) the fiscal impact study of the tentative agreement has been submitted to the city
36 council, and a public hearing held in October on the fiscal impact of the
37 tentative agreement; and
38
- 39 (3) the city council specifies by resolution no later than the last day of November its
40 good faith commitment to appropriate funding necessary for the city to meet
41 obligations under the tentative agreement as set forth in the fiscal impact study
42 provided for in this section, with the understanding that any such resolution
43 remains subject to actual appropriation. If the Council does not resolve to fund
44 any provision(s) of the tentative agreement requiring appropriation or other
45 Council action, the resolution shall state the reason(s), and the city manager and

1 the exclusive bargaining agent may re-open negotiations on those provisions
2 only, with the understanding that any such negotiations shall be scheduled as
3 promptly as possible with the good faith objective to negotiate provisions that
4 may be acceptable to the Council for its consideration within the city's budget
5 approval schedule. Upon presentation to the Council of any tentative agreement
6 re-negotiated under this subsection, the Council shall consider and specify by
7 resolution as soon as practicable its good faith commitment to appropriate
8 funding necessary for the city to meet obligations under the tentative agreement,
9 or its intention not to do so, with the understanding that any such resolution
10 remains subject to actual appropriation;
11 and
12

13 (4) the tentative agreement is approved by:

- 14 a. The city manager or city manager's designee with supervisory
15 responsibility for the employees in the bargaining unit, as evidenced by
16 signature, which may be an electronic signature made in accordance with
17 applicable state law; and
18
- 19 b. The exclusive representative by ratification of the tentative agreement in
20 accordance with the bargaining representative's governing procedures,
21 and evidenced by the signature of an authorized agent which may be an
22 electronic signature made in accordance with applicable state law.
23

24
25 (b) A written agreement shall be contrary to public policy and therefore shall not bind the
26 parties or be enforceable by either party to the extent that it is not the result of good
27 faith bargaining as defined in Section 2-5-78.
28

29
30 **Sec. 2-5-80 - Mediation and Arbitration.**

31 (a) Mediation.

32
33 (1) Labor-Management Disputes: The city and an exclusive bargaining agent shall
34 discuss the feasibility of resolution of labor-management disputes informally by
35 discussion between the parties' designees before resort to formal mediation or
36 arbitration. Failure to actually engage in such informal resolution prior to
37 submitting a labor-management dispute or prohibited practice claim for
38 mediation or arbitration shall not be a ground for dismissal of a claim under this
39 article. In the event that the city and the bargaining agent are unable to
40 informally resolve a labor-management dispute if and when engaged, either
41 party or the parties jointly may submit the dispute to the LRA for mediation or
42 arbitration, if applicable, pursuant to procedures instituted by the LRA.
43

44 (2) Impasse: In the event that the city and the bargaining agent are unable to reach a
45 collective bargaining agreement within one hundred twenty (120) days after
46 their first meeting, an impasse may be called by either party and resolution may

1 be sought by submission of any unresolved issues for mediation by the LRA or a
2 mediator selected through procedures established by the LRA. The parties shall
3 jointly request mediation within five (5) days of a declared impasse. The LRA
4 or other mediator shall set reasonable deadlines for all steps of the mediation
5 process. Negotiations on other matters may continue throughout impasse
6 mediation procedures.
7

8 (3) The mediation process is advisory only, and the LRA or other mediator shall
9 have no authority to bind either party.
10

11 (4) The mediation process and any comments, statements or suggestions from the
12 LRA or other mediator or the parties and any documents evidencing the same
13 made or created during the mediation process shall not be disclosed except as
14 required by law.
15

16 (5) The parties shall share the costs of mediation equally.
17

18 (b) Arbitration: If the city and exclusive bargaining agent are unable to reach agreement
19 resolving any labor-management dispute submitted to mediation as provided for in this
20 article by any deadline set forth in procedures provided in this article or adopted by the
21 LRA, the labor-management dispute shall be submitted to final and binding arbitration
22 pursuant to procedures adopted by the LRA which shall, at a minimum, require the
23 parties' joint selection of an arbitrator. The parties shall share the costs of arbitration
24 equally.
25

26 (c) Neither mediation or arbitration shall be available to challenge disciplinary or other
27 adverse personnel actions as defined by Virginia Code Section 15.2-1506 which shall
28 continue to be governed exclusively by that statute as implemented by the uniformly
29 applicable city grievance procedure, and state statutory rights of law enforcement
30 officers and fire and emergency medical employees.
31

32 **Sec. 2-5-81 - Strikes and other Job Actions.**

33 Pursuant to Virginia Code § 40.1-55, any employee of the city or of any agency or authority of
34 the city who, in concert with two or more other such employees, strikes or willfully refuses to
35 perform the duties of their employment shall be deemed by that action to have terminated their
36 employment and shall be ineligible for employment in any position or capacity during the next
37 12 months by the city, the Commonwealth of Virginia or any county, city, town or political
38 subdivision of the Commonwealth or any department of any such public entities. The city
39 agrees that no lockout shall take place.
40

41 Any employee organization determined to have violated this section shall cease to be accorded
42 recognition under this article, shall cease to receive any dues or fees collected by paycheck
43 withholding and shall not be accorded recognition or receive any dues or fees collected by
44 paycheck withholding for a period of one (1) year.
45

1 **Sec. 2-5-82 – Prohibited Practices.**

2 Neither the city nor any exclusive bargaining agent shall refuse to negotiate in good faith with
3 respect to matters within the scope of collective bargaining as defined in Section 2-5-68.

4
5 (a) The city and its agents shall not:

- 6
7 (1) Interfere with, restrain or coerce employees in the exercise of rights granted by
8 this article;
- 9 (2) Dominate or interfere in the administration of any employee organization;
- 10 (3) Encourage or discourage membership in any employee organization, committee,
11 or association including by discrimination in hiring, tenure, or other terms and
12 conditions of employment;
- 13 (4) Discharge or discriminate against any employee because the employee has filed
14 an affidavit, petition, or complaint or given any information or testimony under
15 this article or because the employee has formed, joined, or chosen to be
16 represented by any exclusive bargaining agent;
- 17 (5) Deny the rights accompanying certification as the exclusive bargaining agent as
18 conferred by this article;
- 19 (6) Refuse to participate in good faith in any agreed-upon impasse resolution
20 procedures or those set forth in this article; or
- 21
22 (7) Refuse to reduce a collective bargaining agreement to writing and sign such
23 agreement provided all conditions for an enforceable agreement, as set forth in
24 this article, have been met.

25
26 (b) No employee organization or its agents shall:

- 27
28 (1) Interfere with, restrain, or coerce any employee with respect to rights granted in
29 this article or with respect to selecting an exclusive representative;
- 30
31 (2) Willfully fail to represent an employee who is in a bargaining unit exclusively
32 represented by the employee organization fairly regarding matters within the
33 scope of collective bargaining, and without discrimination.;
- 34
35 (3) Refuse to bargain collectively with the city as provided in this article; or
- 36
37 (4) Refuse to participate in good faith in or violate any agreed-upon impasse
38 resolution procedures or those set forth in this article.

39
40 (c) Prohibited practice charge procedures:

- 41
42 (1) Proceedings against a party alleging a violation of this Section shall be
43 commenced by filing a charge with the LRA within 90 days of the alleged
44 violation, or acquiring knowledge thereof, and causing a copy of the charge to be
45 served upon the accused party in the manner of an original notice as provided in
46 Section 2-5-83 The accused party shall have 10 days within which to file a written

1 answer to the charge. The LRA may conduct a preliminary investigation of the
2 alleged violation, and if the LRA determines that the charge has no legal or
3 factual basis, they may dismiss the charge. If the charge is not dismissed, the LRA
4 shall promptly thereafter set a time and place for a hearing. The parties shall be
5 permitted to be represented by counsel or other designated representative,
6 summon witnesses, and request the LRA to subpoena witnesses and the
7 production of records on the requester's behalf. Compliance with the technical
8 rules of pleading and evidence shall not be required.
9

10 (2) The LRA may designate a hearing officer to conduct any hearing. The hearing
11 officer shall have such powers as may be exercised by the LRA for conducting the
12 hearing and shall follow procedures adopted by the LRA for conducting the
13 hearing. The decision of the hearing officer may be appealed to the LRA and the
14 LRA may hear the case de novo or upon the record as submitted before the
15 hearing officer.
16

17 (3) The LRA shall provide for an official written transcript to report the proceedings,
18 the costs of which shall be borne equally by the parties.
19

20 (4) The LRA shall file its findings of fact and conclusions. If the LRA
21 finds that the party accused has violated any provision of this Section, the LRA
22 may issue an order directing the party to cease and desist engaging in the violation
23 and may order such other reasonable affirmative relief as is necessary to remedy
24 the violation. Under the provisions for court review of arbitration awards set forth
25 in the Uniform Arbitration Act (Virginia Code §§8.01-581.01 et seq.), the LRA
26 may petition the circuit court for enforcement of an order made under this
27 Section.
28

29 (5) Any party aggrieved by any decision or order of the LRA may within 21 days
30 from the date such decision or order is filed, appeal to the circuit court to obtain
31 judicial review pursuant to the provisions for judicial review set forth in the
32 Uniform Arbitration Act, Virginia Code §§8.01-581.01, et seq.
33

34 **Sec. 2-5-83 - Time Limits.**

35 Any time limits in this article may be extended by written agreement of the city, the employee
36 organization and any other appropriate parties.

37 **Sec. 2-5-84 – Notices.**

38 Any notice required under the provisions of this article shall be in writing, but service of any
39 such notice shall be sufficient if mailed by certified mail, return receipt requested, addressed to
40 the last-known address of the parties, unless otherwise provided in this article or by the rules of
41 the LRA, which rules shall provide for the electronic service of documents. Refusal of certified
42 mail by any party shall be considered service. Prescribed time periods shall commence from the
43 date of the receipt of the notice.
44

1 **Sec. 2-5-85 – Review of Ordinance**

2 The City Manager shall conduct a review of this ordinance and its effectiveness, with
3 recommendations for improvements and submit a report to City Council within one (1) year after
4 this Article has been in effect for two (2) years.

5
6 Section 2. That Title 2, Chapter 5, as amended pursuant to Section 1 of this ordinance, be,
7 and the same hereby is, reordained as part of the City of Alexandria City Code.

8
9 Section 3. That this ordinance shall become effective on May 1, 2021.

10
11 JUSTIN WILSON
12 Mayor
13

14
15 Introduction:
16 First Reading:
17 Publication:
18 Public Hearing:
19 Second Reading:
20 Final Passage:
21
22
23
24
25