

ORDINANCE NO. _____

An ORDINANCE to amend Title 2 of the Code of the City of Alexandria, Virginia, General Government, Chapter 5, Officers and Employees, by adding Article E, Collective Bargaining, Sections 2-5-67 through 2-5-80.

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Title 2, Chapter 5, Article E of the Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, added as follows:

CHAPTER 5 - OFFICERS AND EMPLOYEES

ARTICLE E - COLLECTIVE BARGAINING

Sec. 2-5-67 - Statement of Policy.

It is the public policy of the City of Alexandria and the purpose of this article to promote orderly and constructive relationships between the city and its employees subject, however, to the supreme right of the citizens of the city that their government honor guarantees for their health, safety, welfare, and the uninterrupted operations and functions of government. Because unresolved disputes between the city and its employees are detrimental to the public and to city employees, adequate means must be established for their speedy and effective resolution. Within the limitations required by the greater public interest, and recognizing that amicable relationships are required between the city and its employees, the city council has determined that the overall policies set forth here may best be accomplished by (1) granting to city employees the right to organize and choose freely their representatives; (2) permitting the city to negotiate and bargain in good faith with employee organizations representing city employees and to enter into written agreements evidencing the result of such bargaining; and (3) establishing procedures to provide for the protection of the rights of the city, city employees and the public at large.

The council establishes this policy with the intent that city employees enjoy the right to bargain collectively within parameters that promote a government that provides ethical, effective and efficient services that are responsive to the community and focused on improving quality of life through the services of well-qualified staff who value and work to actively promote policies (1) to achieve and maintain diversity, equity and inclusion in city government, and (2) to advance all things reasonably necessary to achieve organizational excellence, while at all times elevating principles of cooperation, ethics, honesty, initiative, and learning.

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

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

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

14 *Collective Bargaining* means to perform the mutual obligation of the city, by its
15 representatives, and the exclusive bargaining representative of employees in an
16 appropriate bargaining unit to meet and negotiate in good faith at reasonable times and places
17 regarding wages and benefits (as the term benefits is defined herein), with the good faith
18 intention of reaching an agreement of no shorter duration than *three (3) years*, and subject to
19 appropriation of funds by the city council.

20 The city shall not negotiate as to matters controlled or preempted by any federal or state
21 constitutional provision, law, rule or regulation or requiring action contrary to nationally
22 accepted safety and service guidance.

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

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

27 (1) the office of the city council;

28 (2) the office of the city manager;

29 (3) the office of the city attorney;

30 (4) the Department of Human Resources or other department or position in which the
31 employee has authorized access to confidential city personnel files;

32 (5) the Office of Management and Budget; or

33 (6) is a secretary, administrative assistant, management analyst, or any other
34 administrative position, wherever assigned and however those titles may be changed
35 from time to time, with authorized access to confidential information pertaining to city

1 budgetary and fiscal data relevant to subjects within the scope of collective bargaining
2 as set forth in this article.

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

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

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

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

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

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

10 (6) an intern or volunteer;

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

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

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

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

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

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

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

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

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

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

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

8 (2) participates in the formulation of policy;

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

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

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

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

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

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

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

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

1 Employees not eligible to bargain collectively, pursuant to this section, may meet and
2 confer with the city manager or city manager's designee regarding matters within the scope of
3 collective bargaining as specified in this article.

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

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

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

20
21 **Sec. 2-5-70 - City's Rights and Authority.**

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

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

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30 (2) to direct the work of employees and determine the number of employees to
31 perform any work or service;

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33 (3) to hire, promote, transfer, assign, retain, classify and schedule all employees
34 and to suspend, demote, discharge, or take other disciplinary action against
35 employees;

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37 (4) to relieve employees from duties by layoff or other reduction-in-force due to
38 lack of work, changed working conditions/requirements, budget limitations or
39 for other reasons in the city's reasonable business judgment and not prohibited
40 by law;

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42 (5) to introduce new, or different services, methods, equipment, or facilities;
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- (6) to contract for, expand, reduce, sell, transfer, convey, eliminate or change in any way the operations of general government, as well as any department, office or part thereof;
- (7) to establish and change standards of behavior or performance, staffing levels, job qualifications and job descriptions;
- (8) to determine the kind, type, location and use of city-owned equipment or facilities; provided that the city does not require use or operation of unsafe equipment or the unsafe operation of equipment;
- (9) to maintain the efficiency and integrity of the operations entrusted to the city;
- (10) to determine its tax levies, budgets, and appropriations; and
- (11) to do all things reasonable and necessary to carry out the mission of the city.

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

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

Sec. 2-5-72 - Bargaining Units.

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

- (a) Police: The police employees' bargaining unit shall consist of all sworn uniformed employees of the police department, except those excluded by definition in Sec. 2-5-68;
- (b) Fire and Emergency Medical Services: The fire and emergency medical services employees' bargaining unit shall consist of the uniformed fire employees, including fire marshals, except those excluded by definition in Sec. 2-5-68;

- 1 (c) Labor & Trades: Those eligible classes of employees associated with maintenance and
2 skilled crafts, i.e., job classes of workers performing duties that result directly in the
3 comfort and convenience of the general public, or contribute to the maintenance of
4 capital assets, land and infrastructure of the city, except those excluded by definition in
5 Sec. 2-5-68; and
- 6
7 (d) General Government: All other general government employees, except those excluded
8 by definition in Sec. 2-5-68.

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

- 10 (a) A labor relations administrator (LRA or the administrator) shall be appointed by the city
11 manager in the manner set forth in subsection (c) of this section to effectively administer
12 this article as it governs exclusive bargaining representative selection, certification and
13 decertification procedures, labor-management disputes as defined in section 2-5-68, and
14 choice of mediator(s) and/or arbitrator(s) as needs arise under this article or under any
15 collective bargaining agreement.
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17 (b) The administrator must be experienced as a neutral in the field of labor relations, and
18 must not be a person who, because of vocation, employment, or affiliation, can be
19 categorized as a representative of the interest of the city or any employee organization,
20 including an exclusive bargaining agent for a bargaining unit permitted under this article.
21
- 22 (c) Subject to confirmation by the city council, the city manager shall appoint the labor
23 relations administrator who shall be selected from no more than 3 (three) nominees,
24 jointly submitted by the exclusive bargaining agents of the bargaining units permitted by
25 this article and an equal number of designees of the city manager, for a 4-year term. If
26 the Council does not confirm the appointment on the recommendation of the city
27 manager, an appointment must be made from a new agreed list of 3 (three) nominees. If
28 no exclusive bargaining agent(s) has yet been recognized by the city under this article, a
29 labor relations administrator meeting the qualifications described in this section shall be
30 appointed for a 4-year term by the city manager from candidates identified by the city
31 manager, subject to Council confirmation.
- 32
33 (d) The administrator's services shall be subject to termination by the city manager, in
34 consultation with the exclusive bargaining agents of the bargaining units permitted by
35 this article, and with council approval.
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37 (e) If the administrator dies, resigns, becomes disabled, or otherwise becomes unable or
38 ineligible to continue to serve within six (6) months of initial appointment, the city
39 manager shall appoint a new administrator from the list from which that administrator
40 was selected, subject to council confirmation, to serve the remainder of the previous
41 administrator's term. Otherwise, the administrator vacancy shall be filled as provided in
42 subsection (c).
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1 (f) An administrator appointed under this section may be reappointed as provided in
2 subsection (c).

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

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7 (h) The administrator shall:

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9 (1) hold and conduct elections for certification or decertification pursuant to the
10 provisions of this article and issue the certification or decertification, or cause
11 these actions to occur.

12
13 (2) request from the city or an employee organization, and the city or such
14 organization shall provide, any relevant assistance, service, and data that will
15 enable the administrator to properly to carry out duties under this article.

16
17 (3) hold hearings and make inquiries, administer oaths and affirmations, examine
18 witnesses and documents, take testimony and receive evidence, and compel by
19 issuance of subpoenas the attendance of witnesses and the production of relevant
20 documents in proceedings within the responsibility of the administrator under this
21 article.

22
23 (4) investigate and attempt to resolve or settle, as provided in Section 2-5-80 -
24 Mediation and Arbitration, charges of either the city or an employee organization
25 engaging in prohibited practices as defined in this article. However, if the city
26 and a certified representative have negotiated a labor-management dispute
27 resolution procedure, the administrator must defer to that procedure to resolve any
28 dispute that properly may be submitted to the procedure, absent a showing that the
29 deferral results in the application of principles contrary to this article. The
30 administrator must defer to state procedures in any matter governed by the Law-
31 Enforcement Officers' or Firefighters and Emergency Medical Technicians' Bill
32 of Rights set forth in the Virginia Code, or to any other such procedure dictated
33 by state statute.

34
35 (5) determine unresolved issues of employee inclusion in or exclusion from the
36 bargaining units permitted under this article except as limited by definition and
37 city manager determination as set forth in Section 2-5-68.

38
39 (6) obtain any necessary support services and make necessary expenditures in the
40 performance of duties, subject to appropriation.

41
42 (7) determine any issue regarding the negotiability of any collective bargaining
43 proposal.

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

Sec. 2-5-74 - Recognition of Exclusive Bargaining Agent.

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

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

(b) "Administratively acceptable evidence" to support a petition for certification without election, for certification by representation election, or for decertification (see Section 2-5-76) may consist of a combination of membership cards or a membership roster, evidence of dues payment, or other evidence of bargaining unit employees' desire to be represented by an employee organization for collective bargaining purposes. An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code § 59.1-479 *et seq.*) including, without limitation, electronic authorizations and voice authorizations, shall be valid for employees' authorization for representation for purposes of a petition filed by a labor organization for exclusive representation. The determination by the LRA (or of the city manager or manager's designee in the absence of the LRA) of the sufficiency of a showing of majority support or for a representation election shall not be subject to challenge by any person or employee organization or by the city.

Sec. 2-5-75 - Request for Election.

(a) An employee organization may request an election be held by submitting a petition for an election to the LRA who shall notify the city manager pursuant to its rules and procedures. The petition must represent a showing of interest by at least thirty (30) percent of the employees in a bargaining unit permitted by this article.

(b) Any additional interested employee organization must submit a petition of intervention to the LRA, which must be accompanied by a showing of interest by thirty (30) percent of the employees in the appropriate bargaining unit within ten (10) days of notice of the pending election.

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(c) An election under this article shall be held within forty-five (45) calendar days after written notice to all parties of the determination by the LRA of a valid petition for election in accordance with guidelines established by the LRA. If an employee organization receives a majority of the valid ballots cast by the employees in a permitted bargaining unit, it shall be recognized by the city as the exclusive bargaining agent, provided unless and until the LRA certifies a different organization or otherwise decertifies the agent in accordance with rules set forth in this section. In an election in which none of the choices on the ballot receives a majority, a runoff election shall be conducted in which the ballot shall provide for a selection between the two choices or parties receiving the highest and second highest number of ballots cast in the election. However, the city or the employee organization may file exceptions with the LRA in accordance with its rules, and the city need not recognize the employee organization pending the resolution of any process to review those exceptions.

(d) Nothing in this article shall require or permit an election in any bargaining unit within twelve (12) months after a previous election has resulted in the recognition of an exclusive bargaining representative or a determination that the employees choose no representation in such bargaining unit.

(e) No party shall have an advantage over the other in gaining access to employees during organizational or representation campaign activity. Unless there is a recognized bargaining representative, interested employee organizations will receive the same access to bargaining unit employees as is currently provided to outside organizations under city policies and practices for facility use and attendance at any meeting of such organizations under these circumstances is voluntary and open to all prospective bargaining unit employees.

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

(a) Recognition of an employee organization as the exclusive bargaining agent for a bargaining unit permitted by this article shall continue only so long as such organization satisfies the criteria of this article and any guidelines established by the LRA applicable to recognition.

(b) If a petition for decertification of a recognized exclusive bargaining agent is presented to the LRA showing that at least thirty (30) percent of the employees in the bargaining unit no longer want the employee organization to be their bargaining agent, then the LRA shall hold an election pursuant to section 2-5-75 of this article.

(c) A petition for decertification of a recognized exclusive collective bargaining agent in an appropriate unit may be filed in a thirty-day (30) period between the one hundred eightieth (180th) and one hundred fiftieth (150th) day prior to expiration of any existing collective bargaining agreement for that bargaining unit or any time after that collective bargaining agreement has expired.

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- 2 (d) For a period of one (1) year following recognition or certification of an exclusive
- 3 bargaining agent, no decertification petitions may be filed.
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- 5 (e) The employee organization no longer shall be recognized as the exclusive
- 6 bargaining agent of the employees in the bargaining unit if a majority of the employees
- 7 in the appropriate bargaining unit vote in the decertification election to no longer be
- 8 represented by the employee organization.
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- 10 (f) The city may withdraw recognition from an employee organization at any time based
- 11 upon an objectively reasonable good faith belief that a majority of the bargaining unit
- 12 no longer supports the employee organization. An employee organization may file an
- 13 exception to the city's withdrawal of recognition with the LRA, which in considering
- 14 such an exception, may order an election to determine majority support. A withdrawal
- 15 of recognition under this section shall not be deemed an abrogation of the city's
- 16 obligations under a valid collective bargaining agreement in effect at the time of
- 17 withdrawal.
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19 **Sec. 2-5-77 – Rights Accompanying Exclusive Representation.**

20 Any employee organization recognized as the bargaining agent for employees in an appropriate

21 bargaining unit shall have the following rights:

- 22 (a) To speak on behalf of all members of the unit and shall be responsible for representing
- 23 the interests of all members of the bargaining unit without discrimination and without
- 24 regard to employee organization membership; and
- 25
- 26 (b) To meet at reasonable times and places to engage in good faith collective bargaining on
- 27 matters that, under this article, may be the subject of collective bargaining, in an effort
- 28 to reach an agreement, subject to the tentative approval of the city manager or the city
- 29 manager’s designee with responsibility for the employees in the bargaining unit.
- 30
- 31 (c) To meet with bargaining unit employees on the premises of the city in non-secure areas
- 32 during times when the employees are on break or in a non-duty status. Any other
- 33 employee organization that has submitted a petition and established a valid question
- 34 concerning representation of the bargaining unit shall also be permitted to meet with
- 35 bargaining unit employees with the same limitations. This subsection shall not restrict an
- 36 exclusive bargaining agent and the city from negotiating for greater access to employees
- 37 by the exclusive bargaining agent as provision of a collective bargaining agreement.
- 38
- 39 (d) To meet with newly hired employees, without charge to the pay or leave time of any of
- 40 the employees for a maximum of 30 minutes, within 30 calendar days from the date of
- 41 hire, during new employee orientations, or if the city fails to conduct new employee
- 42 orientation, at individual or group meetings.
- 43
- 44 (e) To be the only labor organization eligible to receive from the city amounts deducted from
- 45 the pay of employees as authorized by written assignment of the employees, for the
- 46 payment of regular and periodic dues to the exclusive bargaining agent, unless two

1 exclusive bargaining agents of city employees agree that they can both receive deductions
2 from the same employee. Any such authorization may be revoked in accordance with the
3 terms of the authorization which shall provide a period of irrevocability of not more than
4 one year. An authorization that satisfies the Uniform Electronic Transactions Act
5 (Virginia Code § 59.1-479 et seq.), including, without limitation, electronic
6 authorizations and voice authorizations, shall be valid for employees' authorizations for
7 payroll deductions and authorization for representation for purposes of a petition filed by
8 an employee organization for exclusive representation.
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10 (f) To be represented at any formal discussion between one or more representatives of the
11 city and one or more employees in the bargaining unit or their representatives concerning
12 (1) any matter that is within the scope of collective bargaining as set forth in the
13 definition of collective bargaining (see Section 2-5-68); or (2) any examination of
14 bargaining unit employees by a representative of the city in connection with an
15 investigation if the employee reasonably believes that the examination involves matters
16 covered by any collective bargaining agreement then in effect, and the employee requests
17 representation.
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19 (g) Notwithstanding any other provision in this section, an individual employee may present
20 a personal complaint, concern or question at any time to the city without the intervention
21 of an employee organization, provided that any such organization that is recognized by
22 the city as the exclusive bargaining agent for the bargaining unit in which the employee is
23 a member is afforded an effective opportunity to be present and to offer its view at any
24 meetings held to adjust the matter and that any adjustment made shall not be inconsistent
25 with the terms of any applicable collective bargaining agreement. Such employee or
26 employees who utilize this avenue of presenting personal complaints, concerns or
27 questions to the city shall not do so under the name, or by representation, of an employee
28 organization.
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30 **Sec. 2-5-78 - Good Faith Bargaining.**

31 (a) A written request for bargaining must be submitted by the exclusive bargaining agent to
32 the city manager or the manager's designee no later than March 1, and negotiations
33 must begin by April 1 and conclude by September 1 of any year where an agreement is
34 sought to be effective at the beginning of the next fiscal year, in order to accommodate
35 the city budget process. Failure of the parties to reach agreement by September 1 shall
36 constitute impasse and trigger impasse resolution procedures under this article.
37

38 (b) Nothing in this article requires either party to make any concessions or agree to the
39 other party's proposals.
40

41 (c) Good faith bargaining shall not include submission of or a response to a proposal that:

42 (1) Violates the rights of employees as set forth in 2-5-69; or
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44 (2) Impairs, restricts, or delegates the authority of the city as set forth in Section 2-
45 5-70.
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2 (d) The city manager shall designate or appoint the city's representative(s) in collective
3 bargaining negotiations in the manager's sole discretion.
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5 (e) If an employee organization serves as the exclusive representative of more than one
6 bargaining unit, it shall consolidate its bargaining with the city and negotiate a common
7 master agreement on all matters not unique to particular bargaining unit.
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9 **Sec. 2-5-79 - Approval of Tentative Agreement.**

10 (a) When an exclusive bargaining agent and the city reach a tentative agreement, they shall
11 reduce it to writing and execute it signifying the approval of the bargaining agent and
12 the city bargaining representative. No agreement shall be effective or enforceable:
13

14 (1) unless a fiscal impact study(ies) of the tentative agreement provisions,
15 conducted as bargaining proceeds, has been prepared by the city Office of
16 Management and Budget;
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18 (2) the fiscal impact study of the tentative agreement has been submitted to the city
19 council, and a public hearing held in October on the fiscal impact of the
20 tentative agreement; and
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22 (3) the city council specifies by resolution no later than the last day of November its
23 good faith commitment to appropriate funding necessary for the city to meet
24 obligations under the tentative agreement as set forth in the fiscal impact study
25 provided for in this section, with the understanding that any such resolution
26 remains subject to actual appropriation. If the Council does not resolve to fund
27 any provision(s) of the tentative agreement requiring appropriation or other
28 Council action, the resolution shall state the reason(s), and the city manager and
29 the exclusive bargaining agent may re-open negotiations on those provisions
30 only, with the understanding that any such negotiations shall be scheduled as
31 promptly as possible with the good faith objective to negotiate provisions that
32 may be acceptable to the Council for its consideration within the city's budget
33 approval schedule. Upon presentation to the Council of any tentative agreement
34 re-negotiated under this subsection, the Council shall consider and specify by
35 resolution as soon as practicable its good faith commitment to appropriate
36 funding necessary for the city to meet obligations under the tentative agreement,
37 or its intention not to do so, with the understanding that any such resolution
38 remains subject to actual appropriation;
39 and
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41 (4) the tentative agreement is approved by:
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43 a. The city manager or city manager's designee with supervisory
44 responsibility for the employees in the bargaining unit, as evidenced by
45 signature, which may be an electronic signature made in accordance with
46 applicable state law; and

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2 b. A majority of the employees in the bargaining unit eligible to vote on
3 ratification of the tentative agreement in accordance with the bargaining
4 representative's governing procedures, and evidenced by the signature of
5 an authorized agent which may be an electronic signature made in
6 accordance with applicable state law.
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8 (b) A written agreement shall be contrary to public policy and therefore shall not bind the
9 parties or be enforceable by either party to the extent that it is not the result of good
10 faith bargaining as defined in Section 2-5-78.
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13 **Sec. 2-5-80 - Mediation and Arbitration.**

14 (a) Mediation.

15
16 (1) Labor-Management Disputes: The city and an exclusive bargaining agent shall
17 discuss the feasibility of resolution of labor-management disputes informally by
18 discussion between the parties' designees before resort to formal mediation or
19 arbitration. Failure to actually engage in such informal resolution prior to
20 submitting a labor-management dispute or prohibited practice claim for
21 mediation or arbitration shall not be a ground for dismissal of a claim under this
22 article. In the event that the city and the bargaining agent are unable to
23 informally resolve a labor-management dispute if and when engaged, either
24 party or the parties jointly may submit the dispute to the LRA for mediation or
25 arbitration, if applicable, pursuant to procedures instituted by the LRA.
26

27 (2) Impasse: In the event that the city and the bargaining agent are unable to reach a
28 collective bargaining agreement within one hundred twenty (120) days after
29 their first meeting, an impasse may be called by either party and resolution may
30 be sought by submission of any unresolved issues for mediation by the LRA or a
31 mediator selected through procedures established by the LRA. The parties shall
32 jointly request mediation within five (5) days of a declared impasse. The LRA
33 or other mediator shall set reasonable deadlines for all steps of the mediation
34 process. Negotiations on other matters may continue throughout impasse
35 mediation procedures.
36

37 (3) The mediation process is advisory only, and the LRA or other mediator shall
38 have no authority to bind either party.
39

40 (4) The mediation process and any comments, statements or suggestions from the
41 LRA or other mediator or the parties and any documents evidencing the same
42 made or created during the mediation process shall not be disclosed except as
43 required by law.
44

45 (5) The parties shall share the costs of mediation equally.
46

1 (b) Arbitration: If the city and exclusive bargaining agent are unable to reach agreement
2 resolving any labor-management dispute submitted to mediation as provided for in this
3 article by any deadline set forth in procedures provided in this article or adopted by the
4 LRA, the labor-management dispute shall be submitted to final and binding arbitration
5 pursuant to procedures adopted by the LRA which shall, at a minimum, require the
6 parties' joint selection of an arbitrator. The parties shall share the costs of arbitration
7 equally.
8

9 (c) Neither mediation or arbitration shall be available to challenge disciplinary or other
10 adverse personnel actions as defined by Virginia Code Section 15.2-1506 which shall
11 continue to be governed exclusively by that statute as implemented by the uniformly
12 applicable city grievance procedure, and state statutory rights of law enforcement
13 officers and fire and emergency medical employees.
14

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

16 Pursuant to Virginia Code § 40.1-55, any employee of the city or of any agency or authority of
17 the city who, in concert with two or more other such employees, strikes or willfully refuses to
18 perform the duties of their employment shall be deemed by that action to have terminated their
19 employment and shall be ineligible for employment in any position or capacity during the next
20 12 months by the city, the Commonwealth of Virginia or any county, city, town or political
21 subdivision of the Commonwealth or any department of any such public entities. The city
22 agrees that no lockout shall take place.
23

24 Any employee organization determined to have violated this section shall cease to be accorded
25 recognition under this article, shall cease to receive any dues or fees collected by paycheck
26 withholding and shall not be accorded recognition or receive any dues or fees collected by
27 paycheck withholding for a period of one (1) year.
28

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

30 Neither the city nor any exclusive bargaining agent shall refuse to negotiate in good faith with
31 respect to matters within the scope of collective bargaining as defined in Section 2-5-68.
32

33 (a) The city and its agents shall not:

- 34
- 35 (1) Interfere with, restrain or coerce employees in the exercise of rights granted by
36 this article;
 - 37 (2) Dominate or interfere in the administration of any employee organization;
 - 38 (3) Encourage or discourage membership in any employee organization, committee,
39 or association including by discrimination in hiring, tenure, or other terms and
40 conditions of employment;
 - 41 (4) Discharge or discriminate against any employee because the employee has filed
42 an affidavit, petition, or complaint or given any information or testimony under
43 this article or because the employee has formed, joined, or chosen to be
44 represented by any exclusive bargaining agent;
 - 45 (5) Deny the rights accompanying certification as the exclusive bargaining agent as
46 conferred by this article;

- 1 (6) Refuse to participate in good faith in any agreed-upon impasse resolution
2 procedures or those set forth in this article; or
3
- 4 (7) Refuse to reduce a collective bargaining agreement to writing and sign such
5 agreement provided all conditions for an enforceable agreement, as set forth in
6 this article, have been met.
7

8 (b) No employee organization or its agents shall:
9

- 10 (1) Interfere with, restrain, or coerce any employee with respect to rights granted in
11 this article or with respect to selecting an exclusive representative;
12
- 13 (2) Fail to represent an employee who is in a bargaining unit exclusively represented
14 by the employee organization fairly and without discrimination provided such
15 failure is willful or deliberate;
16
- 17 (3) Refuse to bargain collectively with the city as provided in this article; or
18
- 19 (4) Refuse to participate in good faith in or violate any agreed-upon impasse
20 resolution procedures or those set forth in this article.
21

22 (c) Prohibited practice charge procedures:
23

- 24 (1) Proceedings against a party alleging a violation of this Section shall be
25 commenced by filing a charge with the LRA within 90 days of the alleged
26 violation, or acquiring knowledge thereof, and causing a copy of the charge to be
27 served upon the accused party in the manner of an original notice as provided in
28 Section 2-5-83 The accused party shall have 10 days within which to file a written
29 answer to the charge. The LRA may conduct a preliminary investigation of the
30 alleged violation, and if the LRA determines that the charge has no legal or
31 factual basis, they may dismiss the charge. If the charge is not dismissed, the LRA
32 shall promptly thereafter set a time and place for a hearing. The parties shall be
33 permitted to be represented by counsel or other designated representative,
34 summon witnesses, and request the LRA to subpoena witnesses and the
35 production of records on the requester's behalf. Compliance with the technical
36 rules of pleading and evidence shall not be required.
37
- 38 (2) The LRA may designate a hearing officer to conduct any hearing. The hearing
39 officer shall have such powers as may be exercised by the LRA for conducting the
40 hearing and shall follow procedures adopted by the LRA for conducting the
41 hearing. The decision of the hearing officer may be appealed to the LRA and the
42 LRA may hear the case de novo or upon the record as submitted before the
43 hearing officer.
44
- 45 (3) The LRA shall provide for an official written transcript to report the proceedings,
46 the costs of which shall be borne equally by the parties.

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

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

Sec. 2-5-83 - Time Limits.

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

Sec. 2-5-84 – Notices.

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

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

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

JUSTIN WILSON
Mayor

- Introduction:
- First Reading:
- Publication:
- Public Hearing:
- Second Reading:
- Final Passage:

1
2