

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**

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**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

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 and~~  
20    remaining in effect for no longer than six months following expiration, unless and until  
21    superseded earlier by a new agreement. Any agreement reached by collective bargaining shall  
22    be subject to 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 ~~or requiring action contrary to nationally~~  
25    ~~accepted safety and service guidance.~~

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

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

30            (1) the office of the city council;

31            (2) the office of the city manager;

32            (3) the office of the city attorney;

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

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

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

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

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

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

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

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

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

(6) an intern or volunteer;

(7) an employee in new employee probationary status;

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

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

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

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

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

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

*Labor-management dispute* means a difference of position as between the city and an exclusive bargaining agent concerning administration or interpretation of the collective bargaining agreement between them; negotiability disputes; action challenged as a prohibited practice under Sec. 2-5-82; and questions of eligibility of disputes for resolution by arbitration. It shall not mean disciplinary or other adverse personnel actions within the meaning of 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        ~~Employees not eligible to bargain collectively, pursuant to this section, may meet and~~  
11 ~~confer with the~~ The city manager or city manager's designee shall meet and confer with Police  
12 and Fire supervisors ineligible to bargain collectively regarding matters within the scope of  
13 collective bargaining as specified in this article with the specific intent to address salary  
14 compression, as commonly defined or understood, resulting from collective bargaining with  
15 eligible Police and Fire uniformed employees.

#### 16        **Sec. 2-5-69 - Employee Rights.**

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

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

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

33        (a) This article shall not be deemed in any way to limit or diminish the authority of the city  
34 to manage and direct the operations and activities of the city to the fullest extent  
35 authorized and permitted by law. Thus, the city retains exclusive rights including, but  
36 not limited to, the rights:  
37

- 38  
39                (1) to determine the type and scope of work to be performed by city employees,  
40                and the manner in which services are to be provided;  
41

- (2) to direct the work of employees and determine the number of employees to perform any work or service;
- (3) to hire, promote, transfer, assign, retain, classify and schedule all employees and to suspend, demote, discharge, or take other disciplinary action against employees;
- (4) to relieve employees from duties by layoff or other reduction-in-force due to lack of work, changed working conditions/requirements, budget limitations or for other reasons in the city's reasonable business judgment and not prohibited by law;
- (5) to introduce new, or different services, methods, equipment, or facilities;
- (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.



- 1 (c) City electronic communication systems shall not be used to conduct intra-employee  
2 organization business or activities, or employee organizing activity-, unless provided  
3 for by negotiated contract provisions.

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

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

- 7 (a) Police: The police employees' bargaining unit shall consist of all sworn uniformed  
8 employees of the police department, except those excluded by definition in Sec. 2-5-68;  
9

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

- 13 (c) Labor & Trades: Those eligible classes of employees associated with maintenance and  
14 skilled crafts, i.e., job classes of workers performing duties that result directly in the  
15 comfort and convenience of the general public, or contribute to the maintenance of  
16 capital assets, land and infrastructure of the city, except those excluded by definition in  
17 Sec. 2-5-68; and  
18

- 19  
20 (d) General Government: All other general government Professional and Technical: Those  
21 non-supervisory and non-managerial employees, except those within the definitions of  
22 "professional employee" and "technical employee" as set forth in Sec. 2-5-68.  
23

- 24 (e) Administrative and Clerical: Those non-supervisory and non-managerial employees who  
25 perform office support work and who are not confidential employees excluded by from  
26 collective bargaining within the definition set forth in Sec. 2-5-68.  
27

(d)

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

- 29 (a) A labor relations administrator (LRA or the administrator) shall be appointed by the city  
30 manager in the manner set forth in subsection (c) of this section to effectively administer  
31 this article as it governs exclusive bargaining representative selection, certification and  
32 decertification procedures, labor-management disputes as defined in section 2-5-68, and  
33 choice of mediator(s) and/or arbitrator(s) as needs arise under this article or under any  
34 collective bargaining agreement.  
35

- 36 (b) The administrator must be experienced as a neutral in the field of labor relations, and  
37 must not be a person who, because of vocation, employment, or affiliation, can be  
38 categorized as a representative of the interest of the city or any employee organization,  
39 including an exclusive bargaining agent for a bargaining unit permitted under this article.  
40

- 41 (c) Subject to confirmation by the city council, the city manager shall appoint the labor  
42 relations administrator who shall be selected for a 4-year term from no more than 3

(three) nominees; jointly agreed upon and submitted by ~~the exclusive bargaining agents;~~  
(i) representatives of those employee organizations that have notified the city manager  
or city manager's designee of their interest in representing bargaining units permitted by  
this article ~~and, if no exclusive bargaining agents have been recognized at the time the~~  
selection process begins, or (ii) by the exclusive bargaining agents of the bargaining units  
permitted by this article, and (iii) an equal number of designees of the city manager, for a  
4-year term. If the Council does not confirm the appointment on the recommendation of  
the city manager, an appointment must be made from a new agreed list of 3 (three)  
nominees. ~~If no exclusive bargaining agent(s) has yet been recognized by the city under~~  
~~this article, a labor relations administrator meeting the qualifications described in this~~  
~~section shall be appointed for a 4-year term by the city manager from candidates~~  
~~identified by the city manager, subject to Council confirmation, compiled in the same~~  
manner.

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

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

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

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

(h) The administrator shall:

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

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

(3) hold hearings and make inquiries, administer oaths and affirmations, examine  
witnesses and documents, take testimony and receive evidence, and compel by  
issuance of subpoenas the attendance of witnesses and the production of relevant



documents in proceedings within the responsibility of the administrator under this article.

- (4) investigate and attempt to resolve or settle, as provided in Section 2-5-80 - Mediation and Arbitration, charges of either the city or an employee organization engaging in prohibited practices as defined in this article. However, if the city and a certified representative have negotiated a labor-management dispute resolution procedure, the administrator must defer to that procedure to resolve any dispute that properly may be submitted to the procedure, absent a showing that the deferral results in the application of principles contrary to this article. The administrator must defer to state procedures in any matter governed by the Law-Enforcement Officers' or Firefighters and Emergency Medical Technicians' Bill of Rights set forth in the Virginia Code, or to any other such procedure dictated by state statute.
- (5) determine unresolved issues of employee inclusion in or exclusion from the bargaining units permitted under this article except as limited by definition and city manager determination as set forth in Section 2-5-68.
- (6) obtain any necessary support services and make necessary expenditures in the performance of duties, subject to appropriation.
- (7) determine any issue regarding the negotiability of any collective bargaining 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~~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

1 review those exceptions. Any cost of such election shall be shared equally by the  
2 parties involved.

- 3 (b) "Administratively acceptable evidence" to support a petition for certification without  
4 election, for certification by representation election, or for decertification (see Section  
5 2-5-76) may consist of a combination of membership cards or a membership roster,  
6 evidence of dues payment, or other evidence of bargaining unit employees' desire to be  
7 represented by an employee organization for collective bargaining purposes. An  
8 authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code §  
9 59.1-479 *et seq.*) including, without limitation, electronic authorizations and voice  
10 authorizations, shall be valid for employees' authorization for representation for  
11 purposes of a petition filed by a labor organization for exclusive representation. The  
12 determination by the LRA (or of the city manager or manager's designee in the absence  
13 of the LRA) of the sufficiency of a showing of majority support or for a representation  
14 election shall not be subject to challenge by any person or employee organization or by  
15 the city.

16  
17  
18 **Sec. 2-5-75 - Request for Election.**

- 19 (a) An employee organization may request an election be held by submitting a petition for  
20 an election to the LRA who shall notify the city manager pursuant to its rules and  
21 procedures. The petition must represent a showing of interest by at least thirty (30)  
22 percent of the employees in a bargaining unit permitted by this article.  
23  
24 (b) Any additional interested employee organization must submit a petition of intervention  
25 to the LRA, which must be accompanied by a showing of interest by thirty (30) percent  
26 of the employees in the appropriate bargaining unit within ten (10) days of notice of the  
27 pending election.  
28  
29 (c) An election under this article shall be held within forty-five (45) calendar days after  
30 written notice to all parties of the determination by the LRA of a valid petition for  
31 election in accordance with guidelines established by the LRA. If an employee  
32 organization receives a majority of the valid ballots cast by the employees in a  
33 permitted bargaining unit, it shall be recognized by the city as the  
34 exclusive bargaining agent, provided unless and until the LRA certifies a different  
35 organization or otherwise decertifies the agent in accordance with rules set forth in this  
36 section. In an election in which none of the choices on the ballot receives a majority, a  
37 runoff election shall be conducted in which the ballot shall provide for a selection  
38 between the two choices or parties receiving the highest and second highest number of  
39 ballots cast in the election. However, the city or the employee organization may file  
40 exceptions with the LRA in accordance with its rules, and the city need not recognize  
41 the employee organization pending the resolution of any process to review those  
42 exceptions.  
43  
44 (d) Nothing in this article shall require or permit an election in any bargaining unit within  
45 twelve (12) months after a previous election has resulted in the recognition of an

1 exclusive bargaining representative or a determination that the employees choose no  
2 representation in such bargaining unit.

- 3  
4 (e) No party shall have an advantage over the other in gaining access to employees during  
5 organizational or representation campaign activity. Unless there is a recognized  
6 bargaining representative, interested employee organizations will receive the same access  
7 to bargaining unit employees as is currently provided to outside organizations under city  
8 policies and practices for facility use and attendance at any meeting of such organizations  
9 under these circumstances is voluntary and open to all prospective bargaining unit  
10 employees.

11  
12 **Sec. 2-5-76 - Decertification/Withdrawal of Recognition.**

- 13 (a) Recognition of an employee organization as the exclusive bargaining agent for a  
14 bargaining unit permitted by this article shall continue only so long as such  
15 organization satisfies the criteria of this article and any guidelines established by the  
16 LRA applicable to recognition.  
17  
18 (b) If a petition for decertification of a recognized exclusive bargaining agent is presented  
19 to the LRA showing that at least thirty (30) percent of the employees in  
20 the bargaining unit no longer want the employee organization to be  
21 their bargaining agent, then the LRA shall hold an election pursuant to section 2-5-  
22 75 of this article.  
23  
24 (c) A petition for decertification of a recognized exclusive collective bargaining agent in an  
25 appropriate unit may be filed in a thirty-day (30) period between the one hundred  
26 eightieth (180<sup>th</sup>) and one hundred fiftieth (150<sup>th</sup>) day prior to expiration of any  
27 existing collective bargaining agreement for that bargaining unit or any time after  
28 that collective bargaining agreement has expired.  
29  
30 (d) For a period of one (1) year following recognition or certification of an exclusive  
31 bargaining agent, no decertification petitions may be filed.  
32  
33 (e) The employee organization no longer shall be recognized as the exclusive  
34 bargaining agent of the employees in the bargaining unit if a majority of the employees  
35 in the appropriate bargaining unit vote in the decertification election to no longer be  
36 represented by the employee organization.  
37  
38 (f) The city may withdraw recognition from an employee organization at any time based  
39 upon an objectively reasonable good faith belief that a majority of the bargaining unit  
40 no longer supports the employee organization. An employee organization may file an  
41 exception to the city's withdrawal of recognition with the LRA, which in considering  
42 such an exception, may order an election to determine majority support. A withdrawal  
43 of recognition under this section shall not be deemed an abrogation of the city's  
44 obligations under a valid collective bargaining agreement in effect at the time of  
45 withdrawal.  
46

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

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

- 4 (a) To speak on behalf of all members of the unit and shall be responsible for representing  
5 the interests of all members of the bargaining unit without discrimination and without  
6 regard to employee organization membership; and  
7
- 8 (b) To meet at reasonable times and places to engage in good faith collective bargaining on  
9 matters that, under this article, may be the subject of collective bargaining, in an effort  
10 to reach an agreement, subject to the tentative approval of the city manager or the city  
11 manager's designee with responsibility for the employees in the bargaining unit.  
12
- 13 (c) To meet with bargaining unit employees on the premises of the city in non-secure areas  
14 during times when the employees are on break or in a non-duty status. Any other  
15 employee organization that has submitted a petition and established a valid question  
16 concerning representation of the bargaining unit shall also be permitted to meet with  
17 bargaining unit employees with the same limitations. This subsection shall not restrict an  
18 exclusive bargaining agent and the city from negotiating for greater access to employees  
19 by the exclusive bargaining agent as provision of a collective bargaining agreement.  
20
- 21 (d) To meet with newly hired employees, without charge to the pay or leave time of any of  
22 the employees for a maximum of 30 minutes, within 30 calendar days from the date of  
23 hire, during new employee orientations, or if the city fails to conduct new employee  
24 orientation, at individual or group meetings.  
25
- 26 (e) To be the only labor organization eligible to receive from the city amounts deducted from  
27 the pay of employees as authorized by written assignment of the employees, for the  
28 payment of regular and periodic dues to the exclusive bargaining agent, unless two  
29 exclusive bargaining agents of city employees agree that they can both receive deductions  
30 from the same employee. Any such authorization may be revoked in accordance with the  
31 terms of the authorization which shall provide a period of irrevocability of not more than  
32 one year. An authorization that satisfies the Uniform Electronic Transactions Act  
33 (Virginia Code § 59.1-479 et seq.), including, without limitation, electronic  
34 authorizations and voice authorizations, shall be valid for employees' authorizations for  
35 payroll deductions and authorization for representation for purposes of a petition filed by  
36 an employee organization for exclusive representation.  
37
- 38 (f) To be represented at any formal discussion between one or more representatives of the  
39 city and one or more employees in the bargaining unit or their representatives concerning  
40 (1) any matter that is within the scope of collective bargaining as set forth in the  
41 definition of collective bargaining (see Section 2-5-68); or (2) any examination of  
42 bargaining unit employees by a representative of the city in connection with an  
43 investigation if the employee reasonably believes that the examination involves matters  
44 covered by any collective bargaining agreement then in effect, and the employee requests  
45 representation.  
46

- 1 (g) Notwithstanding any other provision in this section, an individual employee may present  
2 a personal complaint, concern or question at any time to the city without the intervention  
3 of an employee organization, provided that any such organization that is recognized by  
4 the city as the exclusive bargaining agent for the bargaining unit in which the employee is  
5 a member is afforded an effective opportunity to be present and to offer its view at any  
6 meetings held to adjust the matter and that any adjustment made shall not be inconsistent  
7 with the terms of any applicable collective bargaining agreement. Such employee or  
8 employees who utilize this avenue of presenting personal complaints, concerns or  
9 questions to the city shall not do so under the name, or by representation, of an employee  
10 organization.  
11

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

- 13 (a) A written request for bargaining must be submitted by the exclusive bargaining agent to  
14 the city manager or the manager's designee no later than March 1, and negotiations  
15 must begin by April 1 and conclude by September 1 of any year where an agreement is  
16 sought to be effective at the beginning of the next fiscal year, in order to accommodate  
17 the city budget process. Failure of the parties to reach agreement by September 1 shall  
18 constitute impasse and trigger impasse resolution procedures under this article.  
19  
20 (b) Nothing in this article requires either party to make any concessions or agree to the  
21 other party's proposals.  
22  
23 (c) Good faith bargaining shall not include submission of or a response to a proposal that:  
24  
25 (1) Violates the rights of employees as set forth in 2-5-69; or  
26  
27 (2) Impairs, restricts, or delegates the authority of the city as set forth in Section 2-  
28 5-70.  
29  
30 (d) The city manager shall designate or appoint the city's representative(s) in collective  
31 bargaining negotiations in the manager's sole discretion.  
32  
33 (e) If an employee organization serves as the exclusive representative of more than one  
34 bargaining unit, it shall consolidate its bargaining with the city and negotiate a common  
35 master agreement on all matters not unique to particular bargaining unit.  
36

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

- 38 (a) When an exclusive bargaining agent and the city reach a tentative agreement, they shall  
39 reduce it to writing and execute it signifying the approval of the bargaining agent and  
40 the city bargaining representative. No agreement shall be effective or enforceable:  
41  
42 (1) unless a fiscal impact study(ies) of the tentative agreement provisions,  
43 conducted as bargaining proceeds, has been prepared by the city Office of  
44 Management and Budget;  
45

1 (2) the fiscal impact study of the tentative agreement has been submitted to the city  
2 council, and a public hearing held in October on the fiscal impact of the  
3 tentative agreement; and  
4

5 (3) the city council specifies by resolution no later than the last day of November its  
6 good faith commitment to appropriate funding necessary for the city to meet  
7 obligations under the tentative agreement as set forth in the fiscal impact study  
8 provided for in this section, with the understanding that any such resolution  
9 remains subject to actual appropriation. If the Council does not resolve to fund  
10 any provision(s) of the tentative agreement requiring appropriation or other  
11 Council action, the resolution shall state the reason(s), and the city manager and  
12 the exclusive bargaining agent may re-open negotiations on those provisions  
13 only, with the understanding that any such negotiations shall be scheduled as  
14 promptly as possible with the good faith objective to negotiate provisions that  
15 may be acceptable to the Council for its consideration within the city's budget  
16 approval schedule. Upon presentation to the Council of any tentative agreement  
17 re-negotiated under this subsection, the Council shall consider and specify by  
18 resolution as soon as practicable its good faith commitment to appropriate  
19 funding necessary for the city to meet obligations under the tentative agreement,  
20 or its intention not to do so, with the understanding that any such resolution  
21 remains subject to actual appropriation;  
22 and  
23

24 (4) the tentative agreement is approved by:

- 25
- 26 a. The city manager or city manager's designee with supervisory  
27 responsibility for the employees in the bargaining unit, as evidenced by  
28 signature, which may be an electronic signature made in accordance with  
29 applicable state law; and  
30
- 31 b. ~~A majority of the employees in the bargaining unit eligible to vote~~  
32 ~~on~~ The exclusive representative by ratification of the tentative agreement  
33 in accordance with the bargaining ~~representative's~~ representative's  
34 governing procedures, and evidenced by the signature of an authorized  
35 agent which may be an electronic signature made in accordance with  
36 applicable state law.  
37

38 (b) A written agreement shall be contrary to public policy and therefore shall not bind the  
39 parties or be enforceable by either party to the extent that it is not the result of good  
40 faith bargaining as defined in Section 2-5-78.  
41

42

43 **Sec. 2-5-80 - Mediation and Arbitration.**

44 (a) Mediation.  
45



1 (1) Labor-Management Disputes: The city and an exclusive bargaining agent shall  
2 discuss the feasibility of resolution of labor-management disputes informally by  
3 discussion between the parties' designees before resort to formal mediation or  
4 arbitration. Failure to actually engage in such informal resolution prior to  
5 submitting a labor-management dispute or prohibited practice claim for  
6 mediation or arbitration shall not be a ground for dismissal of a claim under this  
7 article. In the event that the city and the bargaining agent are unable to  
8 informally resolve a labor-management dispute if and when engaged, either  
9 party or the parties jointly may submit the dispute to the LRA for mediation or  
10 arbitration, if applicable, pursuant to procedures instituted by the LRA.  
11

12 (2) Impasse: In the event that the city and the bargaining agent are unable to reach a  
13 collective bargaining agreement within one hundred twenty (120) days after  
14 their first meeting, an impasse may be called by either party and resolution may  
15 be sought by submission of any unresolved issues for mediation by the LRA or a  
16 mediator selected through procedures established by the LRA. The parties shall  
17 jointly request mediation within five (5) days of a declared impasse. The LRA  
18 or other mediator shall set reasonable deadlines for all steps of the mediation  
19 process. Negotiations on other matters may continue throughout impasse  
20 mediation procedures.  
21

22 (3) The mediation process is advisory only, and the LRA or other mediator shall  
23 have no authority to bind either party.  
24

25 (4) The mediation process and any comments, statements or suggestions from the  
26 LRA or other mediator or the parties and any documents evidencing the same  
27 made or created during the mediation process shall not be disclosed except as  
28 required by law.  
29

30 (5) The parties shall share the costs of mediation equally.  
31

32 (b) Arbitration: If the city and exclusive bargaining agent are unable to reach agreement  
33 resolving any labor-management dispute submitted to mediation as provided for in this  
34 article by any deadline set forth in procedures provided in this article or adopted by the  
35 LRA, the labor-management dispute shall be submitted to final and binding arbitration  
36 pursuant to procedures adopted by the LRA which shall, at a minimum, require the  
37 parties' joint selection of an arbitrator. The parties shall share the costs of arbitration  
38 equally.  
39

40 (c) Neither mediation or arbitration shall be available to challenge disciplinary or other  
41 adverse personnel actions as defined by Virginia Code Section 15.2-1506 which shall  
42 continue to be governed exclusively by that statute as implemented by the uniformly  
43 applicable city grievance procedure, and state statutory rights of law enforcement  
44 officers and fire and emergency medical employees.  
45

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

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

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

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

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

(a) The city and its agents shall not:

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

(b) No employee organization or its agents shall:

- (1) Interfere with, restrain, or coerce any employee with respect to rights granted in this article or with respect to selecting an exclusive representative;
- (2) ~~Fail~~Willfully fail to represent an employee who is in a bargaining unit exclusively represented by the employee organization fairly regarding matters

1 within the scope of collective bargaining, and without discrimination ~~provided~~  
2 ~~such failure is willful or deliberate;~~  
3

4 (3) Refuse to bargain collectively with the city as provided in this article; or  
5

6 (4) Refuse to participate in good faith in or violate any agreed-upon impasse  
7 resolution procedures or those set forth in this article.  
8

9 (c) Prohibited practice charge procedures:  
10

11 (1) Proceedings against a party alleging a violation of this Section shall be  
12 commenced by filing a charge with the LRA within 90 days of the alleged  
13 violation, or acquiring knowledge thereof, and causing a copy of the charge to be  
14 served upon the accused party in the manner of an original notice as provided in  
15 Section 2-5-83 The accused party shall have 10 days within which to file a written  
16 answer to the charge. The LRA may conduct a preliminary investigation of the  
17 alleged violation, and if the LRA determines that the charge has no legal or  
18 factual basis, they may dismiss the charge. If the charge is not dismissed, the LRA  
19 shall promptly thereafter set a time and place for a hearing. The parties shall be  
20 permitted to be represented by counsel or other designated representative,  
21 summon witnesses, and request the LRA to subpoena witnesses and the  
22 production of records on the requester's behalf. Compliance with the technical  
23 rules of pleading and evidence shall not be required.  
24

25 (2) The LRA may designate a hearing officer to conduct any hearing. The hearing  
26 officer shall have such powers as may be exercised by the LRA for conducting the  
27 hearing and shall follow procedures adopted by the LRA for conducting the  
28 hearing. The decision of the hearing officer may be appealed to the LRA and the  
29 LRA may hear the case de novo or upon the record as submitted before the  
30 hearing officer.  
31

32 (3) The LRA shall provide for an official written transcript to report the proceedings,  
33 the costs of which shall be borne equally by the parties.  
34

35 (4) The LRA shall file its findings of fact and conclusions. If the LRA  
36 finds that the party accused has violated any provision of this Section, the LRA  
37 may issue an order directing the party to cease and desist engaging in the violation  
38 and may order such other reasonable affirmative relief as is necessary to remedy  
39 the violation. Under the provisions for court review of arbitration awards set forth  
40 in the Uniform Arbitration Act (Virginia Code §§8.01-581.01 et seq.), the LRA  
41 may petition the circuit court for enforcement of an order made under this  
42 Section.  
43

44 (5) Any party aggrieved by any decision or order of the LRA may within 21 days  
45 from the date such decision or order is filed, appeal to the circuit court to obtain

1                   judicial review pursuant to the provisions for judicial review set forth in the  
2                   Uniform Arbitration Act, Virginia Code §§8.01-581.01, et seq.

3  
4   **Sec. 2-5-83 - Time Limits.**

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

7   **Sec. 2-5-84 – Notices.**

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

14  
15   **Sec. 2-5-85 – Review of Ordinance**

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

19  
20           Section 2. That Title 2, Chapter 5, as amended pursuant to Section 1 of this ordinance, be,  
21   and the same hereby is, reordained as part of the City of Alexandria City Code.

22  
23           Section 3. That this ordinance shall become effective on May 1, 2021.

24  
25                                   JUSTIN WILSON  
26                                   Mayor  
27

28  
29   Introduction:

30   First Reading:

31   Publication:

32   Public Hearing:

33   Second Reading:

34   Final Passage:  
35  
36  
37  
38  
39