

Revision: May 8, 2022

INTRODUCED: December 13, 2021

AN ORDINANCE No. 2021-

To amend ch. 2, art. VI of the City Code by adding therein a new div. 6, consisting of §§ 2-1301.1—2-1301.21, concerning collective bargaining, for the purpose of providing for collective bargaining with certain City employees.

\_\_\_\_\_  
Patron – Mayor Stoney

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Approved as to form and legality  
by the City Attorney  
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PUBLIC HEARING:

AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That Chapter 2, Article VI of the Code of the City of Richmond (2020) be and is hereby amended by **adding therein a new** Division 6, consisting of sections numbered 2-1301.1 through 2-1301.21, as follows:

**DIVISION 6**

**COLLECTIVE BARGAINING**

**Sec. 2-1301.1. Statement of policy.**

It is the purpose of this division to promote collaborative relationships between the City and its employees, subject to the duty of the City to protect the health, safety, and welfare of its

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

ADOPTED: \_\_\_\_\_ REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

citizens and the duty to ensure the uninterrupted operations and functions of government. This division (i) grants City employees the right to representation by an employee organization(s), (ii) authorizes the City to recognize, bargain with, and enter into a written collective bargaining agreement with an employee organization as the bargaining agent for a bargaining unit, and (iii) establishes procedures to resolve disputes and provide for the protection of the rights of the City, City employees, and the public at large.

**Sec. 2-1301.2. Definitions.**

The words, terms and phrases defined in this section, when used in this division, have the meanings ascribed to them in this section, except where the context clearly indicates that a different meaning is intended.

:1. *Acceptable evidence.* The term “acceptable evidence” means, in relation to support for a petition for an election to certify or decertify a bargaining agent, a combination of membership cards, evidence of the payment of dues to an employee organization, or other evidence of the desire of the eligible employees in a bargaining unit for an employee organization to serve or not serve as the bargaining unit’s bargaining agent for collective bargaining purposes. An authorization that satisfies the Uniform Electronic Transactions Act (Code of Virginia, §§ 59.1-479—59.1-497), 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.

:2. *Bargaining unit.* The term “bargaining unit” means any bargaining unit defined in section 2-1301.4.

:3. *Benefits.* The term “benefits” means all forms of non-wage or non-salary compensation except deferred compensation plans or programs and retirement plans or programs.

:4. *Chief Administrative Officer.* The term “Chief Administrative Officer” means the Chief Administrative Officer or the designee thereof.

:5. *City.* “City” means the City of Richmond acting through its Chief Administrative Officer or the Chief Administrative Officer’s designee.

:6. *Collective bargaining.* The term “collective bargaining” means the performance of the mutual obligation of the City and the bargaining agent to meet at reasonable times and places and negotiate in good faith with the intent of reaching agreement regarding the following subjects on the following schedule:

- (a) In the first year of bargaining following the election of an exclusive bargaining agent for a bargaining unit authorized by this ordinance, wages, salaries and other forms of monetary compensation and union access rights for a contract term of one year;
- (b) Subsequent contract negotiations in the second year following the election of an exclusive bargaining agent for a bargaining unit authorized by this ordinance, shall include the subject matters set forth in subsection (a) above and benefits, as defined herein, for a contract term of one year; and
- (c) Subsequent contract negotiations in the third year of bargaining following the election of an exclusive bargaining agent for a bargaining unit authorized by this ordinance, the subject matters described in subsections (a) and (c) above, and “working conditions” as specifically defined and/or identified by future action of the City Council for a contract term of one year.

- (d) The limitation on contract terms set forth in subsections (a) – (b) above shall not apply after expiration of any third contract in which all of the subject matters set forth in those subsections may be negotiated, subject only to the limitations of Section 2.1-1301.4.
- (e) The City shall not negotiate as to any subject described in this definition or other subject to the extent it is controlled or preempted by any federal or state constitutional provision, statute, regulation or rule.

:7. *Collective bargaining agreement.* The term “collective bargaining agreement” means the binding written contract between the City and a bargaining agent for a bargaining unit and resulting from collective bargaining. Any collective bargaining agreement negotiated under this ordinance shall continue in effect following the expiration of its term until such time as superseded by a later agreement.

:8. *Confidential employee.* The term “confidential employee” means an employee whose work involves regular, direct assistance in a confidential capacity to persons who formulate, determine, and effectuate management policies in the field of labor relations.

:9. *Employee.* The term “employee” means a person employed by the City of Richmond except that the term “employee” does not include:

(a) an employee of any officer elected pursuant to article VII, section 4 of the Constitution of Virginia;

(b) an intern or volunteer;

(c) a member of a board or commission, or other appointee of any elected official or public body; or

(d) a managerial, supervisory, confidential or temporary employee as those terms are defined in this section.

:10 *Employee organization.* The term “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.

:11. *Exclusive Bargaining Representative or Agent.* The term “exclusive bargaining representative or agent” means the employee organization(s) recognized by the City as the only organization(s) to bargain collectively for all employees in a bargaining unit identified in this ordinance.

:12. *Impasse.* The term “impasse” means the failure of the City and an exclusive bargaining agent to reach agreement during collective bargaining negotiations.

:13. *Lockout.* The term “lockout” means any action taken by the City intended to interrupt or prevent the continuity of work properly and usually performed by employees for the purpose of coercing or intimidating employees in the exercise of their rights conferred by this division or influencing their bargaining agents’ positions in collective bargaining negotiations.

:14. *Labor-Management Dispute.* The term “labor-management dispute” means a disagreement between the City and a bargaining agent concerning (i) the administration or interpretation of a collective bargaining agreement, (ii) the administration or interpretation of this division, including whether a matter is negotiable; and (iii) whether an act is an unfair or prohibited labor practice. The term “labor-management dispute” includes questions of whether a particular dispute is eligible for resolution by arbitration. The term does not include any individual employee grievance as defined by Code of Virginia, § 15.2-1507(A)(1).

:15. *Managerial employee.* The term “managerial employee” means an employee who is involved directly in the determination of labor relations or personnel policy or who is

responsible for directing the implementation of labor relations or personnel policy at an executive level.

:16. *Strike.* The term “strike” means any strike or willful refusal to perform the duties of an employee’s employment that would be deemed to terminate that employee’s employment pursuant to Code of Virginia, § 40.1-55.

:17. *Supervisory employee.* The term “supervisory employee” means an employee who customarily and regularly devotes a majority of that employee’s work time to the supervision of two or more employees and has authority to hire, transfer, suspend, layoff, recall, promote, demote, discharge, assign, evaluate, reward, or discipline other employees or adjust grievances, or effectively to recommend any such actions.

:18. *Temporary employee.* The term “temporary employee” means an employee who is employed for not more than 180 days in the past 24 months, whether on a seasonal basis or other temporary basis.

**Sec. 2-1301.3. Employee rights.**

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

(b) Employees shall have the right to hold informal employee conversations and interactions with one another to discuss workplace and employee organization issues in their

workplaces and while on duty, provided that such informal conversations do not interfere with the performance of employees' job duties and do not disrupt the operation of City business/services.

(c) Employees may use the City's electronic mail systems to hold such conversations as described in subsection (b) of this section ; however, (i) records in the City's electronic mail systems may be subject to the requirements of the Virginia Freedom of Information Act, (ii) employee communications on the City's electronic mail systems are not considered private, and (iii) no employee may bring an unfair labor practice claim against the City related to the employee's use of the City's electronic mail system for such a purpose.

(d) Any provision of a collective bargaining agreement that violates the rights of employees set forth in this section shall be void. A provision of a collective bargaining agreement that establishes a time period for the exercise of an employee right set forth in this section shall not violate this section and shall not be void. Neither the City nor any employee organization shall intimidate, coerce, or harass any employee who chooses to exercise the rights as set forth in this division.

**Sec. 2-1301.4. City's rights.**

(a) This division shall not be deemed to limit or diminish the authority of the City Council, the Mayor, and the Chief Administrative Officer to fully manage and direct the operations and activities of the City as authorized and permitted by law. The City retains exclusive rights, including the rights:

(1) To determine the organization of City government and the purpose and mission of its constituent agencies and to add, delete, modify, or suspend programs, functions, and units of government as the City determines to be necessary and appropriate, provided that the City will negotiate the impacts of any such decisions;

- (2) To determine the type and scope of work to be performed by city employees, and the manner in which services are to be provided;
- (3) To direct the work of employees and determine the number of employees to perform any work or service;
- (4) To hire, promote, transfer, assign, retain, and classify all employees and to suspend, demote, discharge, or take other disciplinary action against employees;
- (5) To relieve employees from duties by layoff or other reduction-in-force due to lack of work, budget changes, changed working conditions or requirements, or for other reasons not prohibited by law;
- (6) To introduce new, or different services, methods, equipment, or facilities;
- (7) To contract for, expand, reduce, transfer, eliminate or change in any way the operations of the general government, as well as any department, office, or part thereof;
- (8) To establish and change standards of behavior or performance, staffing levels, job qualifications and job descriptions;
- (9) To determine the kind, type, location and use of City-owned equipment or facilities; provided that the City shall not require use or operation of unsafe equipment or the unsafe operation of equipment;
- (10) To determine its tax levies, revenue generation methods, budget, and appropriations;
- (11) To require enhanced security measures to protect City facilities, infrastructure, personnel, and the public; and
- (12) To take whatever actions may be necessary to carry out the City's mission in emergencies.



(b) No provision of this division shall act to interfere with or impair the free speech and association rights of the Mayor or the members of the City Council speaking or acting in their individual capacities. This includes the right to advocate for or against employee organizations and to speak on issues related to the City's labor policy without limitation. No unfair labor practice charge may be brought against the City, the Mayor, or a member of the City Council because of the exercise of the right of free speech and association.

**Sec. 2-1301.5. Authorized bargaining units.**

This division authorizes the City to engage in collective bargaining only with the following bargaining units:

(a) Police: The police employees' bargaining unit shall consist of all sworn uniformed employees of the police department, except those excluded by definition under Section 2-1301.2;

(b) Fire: The fire employees' bargaining unit shall consist of all sworn uniformed fire employees, including fire marshals, except those excluded by definition under Section 2-1301.2; and

(c) General Government: All other City employees, except those excluded by definition in Section 2-1301.2.

**Sec. 2-1301.6. Labor relations administrator.**

(a) A Labor Relations Administrator ("administrator" or "LRA") shall be selected and appointed in the manner set forth in section 2-1301.7 to administer provisions of this division including the process for certification and decertification of bargaining agents, resolving disputes, and assisting with the selection of mediators or arbitrators as needs arise under this division or under any collective bargaining agreement.

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

**Sec. 2-1301.7. Selection of labor relations administrator..**

(a) Subject to confirmation by the City Council, the Chief Administrative Officer shall ppoint the labor relations administrator for a 4-year term from no more than three (3) nominees jointly agreed upon and submitted by: (i) representatives of those employee organizations that have notified the Chief Administrative Officer or his designee of their interest in representing bargaining units permitted by this division, 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 division, and (iii) an equal number of designees of the Chief Administrative Officer. If the City Council does not confirm the appointment on the recommendation of the Chief Administrative Officer, an appointment must be made from a new agreed list of three (3) nominees compiled in the same manner.

**Sec. 2-1301.8. Term of labor relations administrator.**

The administrator shall serve for a term of four years. Prior to the conclusion of the four-year term, the administrator's services will be subject to termination by a majority of the Chief Administrative Officer and the bargaining agents authorized by this division. If no bargaining agents have been certified, then the administrator's services will be subject to termination by the mutual recommendation of the Chief Administrative Officer and a majority of any exclusive bargaining representatives and the consent of the Mayor and the City Council. Any replacement

for the administrator shall be selected in accordance with section 2-1301.7. An administrator appointed under section 2-1301.11 may be reappointed as provided in 2-1301.7.

**Sec. 2-1301.9. Duties of administrator.**

The administrator shall:

(1) Hold and conduct elections for certification or decertification pursuant to the provisions of this division 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 employee organization shall provide, any relevant assistance, service, and data that will enable the administrator to properly carry out duties under this division.

(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 division.

(4) Investigate and attempt to resolve or settle charges of either the City or an employee organization engaging in prohibited practices as defined in this division. However, if the City and a certified representative have negotiated a dispute resolution procedure as a provision of a collective bargaining agreement, 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 division. The administrator must defer to state law procedures in any matter where state law so requires.

(5) Determine unresolved issues of employee inclusion in or exclusion from the bargaining units identified in this division.

(6) Obtain any necessary support services and make necessary expenditures in the performance of duties, subject to appropriations.

(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 division of an administrative nature.

**Sec. 2-1301.10. Certification of bargaining agent.**

A bargaining agent shall be the exclusive representative of all eligible employees in a bargaining unit if the bargaining agent is selected by a majority of the eligible employees voting in the bargaining unit in a secret ballot election conducted pursuant to this division and to rules and procedures either adopted by the administrator appointed pursuant to section 2-1301.10 and approved by the City Council or, if an election is sought prior to the appointment of the administrator, established by a neutral agency to be jointly selected by the City and employee organization.

**Sec. 2-1301.11. Election.**

(a) An employee organization may request that an election be held by submitting a petition for certification to the administrator. The petition must be accompanied by acceptable evidence that at least 30 percent of the eligible employees in the bargaining unit support the certification of the employee organization as the bargaining unit's bargaining agent.

(b) The determination by the administrator of the sufficiency of the acceptable evidence showing support for an election to determine whether an employee organization will be certified as the bargaining agent for a bargaining unit shall not be subject to challenge.

(c) Any additional interested employee organization may intervene in the election by submitting a petition for intervention to the administrator accompanied by acceptable evidence that at least ten percent of the eligible employees of the bargaining unit support the certification of such employee organization as the bargaining unit's bargaining agent.

(d) Within 45 calendar days following the date the administrator issues written notice to the Chief Administrative Officer and all employee organizations that submitted petitions pursuant to this section, an election shall be conducted pursuant to this division in accordance with the rules and procedures of the administrator. Upon certification of the election results by the administrator, that an employee organization has received a majority of the votes cast by valid ballots of eligible employees in the bargaining unit, the City shall recognize that employee organization as the bargaining agent for the bargaining unit until the administrator certifies a different employee organization as bargaining agent or decertifies the bargaining agent in accordance with this division.

(e) Either the City or an employee organization involved in the election may file with the administrator and in accordance with the rules and procedures thereof an exception alleging that specified misconduct or irregularities affected the outcome of the election. Until the exception is resolved in accordance with this division and the rules and procedures of the administrator, the City is not required to recognize the employee organization that is the apparent winner of the election as the bargaining agent for the bargaining unit.

(f) Nothing in this division shall require or permit an election for a particular bargaining unit within 365 calendar days after an election for that bargaining unit has been held pursuant to this division and the results thereof certified by the administrator.

(g) Neither the City nor any employee organization will have an advantage over others in access to eligible employees during campaign activity leading to the election. Interested employee organizations will receive the same access to eligible employees within the bargaining unit as is provided to any other non-City organization under City policies and practices concerning the use of City-owned or City-controlled real property applying the City's facilities use policies.

**Sec. 2-1301.12. Decertification of bargaining agent.**

(a) Certification of an employee organization as a bargaining agent for a bargaining unit shall continue only so long as the employee organization satisfies the requirements of this division and any properly approved guidelines of the LRA applicable to certification or recognition of bargaining agents.

(b) If a petition for decertification of a bargaining agent is presented to the LRA showing that at least 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 conducted in the same manner as provided in section 2-1301.11.

(c) A petition for decertification of the bargaining agent for the bargaining unit may be filed in a 30-day period between the one hundred eightieth and one hundred fiftieth day prior to expiration of the collective bargaining agreement for the bargaining unit.

(d) For a period of one year following certification of a bargaining agent, no decertification petitions may be filed.

(e) The employee organization no longer shall be recognized as the bargaining agent of the employees in the bargaining unit if a majority of the employees in the bargaining unit voting in the election vote to no longer be represented by the employee organization.

**Sec. 2-1301.13. Rights accompanying exclusive representation.**

Any employee organization recognized as the exclusive bargaining agent for employees in a bargaining unit identified in this division shall have the following rights:

- (a) To speak on behalf of all members of the unit and shall be responsible for representing the interests of all members of the bargaining unit without discrimination and without regard to employee organization membership;
- (b) To meet at reasonable times and places to engage in good faith collective bargaining on matters that, under this article, may be the subject of collective bargaining, in an effort to reach an agreement, subject to the tentative approval of the Chief Administrative Officer or designee with responsibility for the employees in the bargaining unit;
- (c) To meet with bargaining unit employees on the premises of the City in non-secure areas during times when the employees are on break or in a non-duty status. Any other employee organization that has submitted a petition and established a valid question concerning representation of the bargaining unit shall also be permitted to meet with bargaining unit employees with the same limitations;
- (d) To meet with newly hired employees, without charge to the pay or leave time of any of the employees for a maximum of [30] minutes, within [30] calendar days from the date of hire, immediately following new employee orientations in the same City location, or if the City fails to conduct new employee orientation during group or individual meetings on City premises specified by the Chief Administrative Officer or designee;

- (e) To be the only labor organization eligible to receive from the city amounts deducted from the pay of employees as authorized by written assignment of the employees, for the payment of regular and periodic dues to the exclusive bargaining agent, unless two exclusive bargaining agents of City employees agree that they can both receive deductions from the same employee. Any such authorization may be revoked in accordance with the terms of the authorization. An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code section 59.1-479 et seq.) shall be valid for employees' authorizations for payroll deductions; and
- (f) To be represented at any formal discussion between one or more representatives of the city and one or more employees in the bargaining unit or their representatives concerning (1) any matter that is within the scope of collective bargaining as set forth in the definition of collective bargaining, or (2) any examination of bargaining unit employees by a representative of the city in connection with an investigation if the employee reasonably believes that the examination involves matters covered by any collective bargaining agreement then in effect, and the employee requests representation.

(g) Notwithstanding any other provision in this section, an individual employee may present a personal complaint, concern or question at any time to the City without the intervention of an employee organization, provided that any such organization that is recognized by the City as the exclusive bargaining agent for the bargaining unit in which the employee is a member is afforded an effective opportunity to be present and to offer its view at any meetings held to adjust the matter and that any adjustment made shall not be inconsistent with the terms of any applicable collective bargaining agreement. Such employee or employees who utilize this avenue of presenting



personal complaints, concerns or questions to the City shall not do so under the name, or by representation, of an employee organization.

**Sec. 2-1301.14. Good faith bargaining.**

(a) The bargaining agent must submit a written request to the Chief Administrative Officer for any collective bargaining intended to result in a collective bargaining agreement to become effective for a given fiscal year in time for collective bargaining to begin on or before July 1 of the preceding fiscal year and conclude, including any impasse resolution procedures, by December 1 of the preceding fiscal year to ensure adequate time for inclusion in the Mayor's proposed budget for the given fiscal year.

(b) Nothing in this division requires either party to make any concessions or agree to the other party's proposals in collective bargaining.

(c) Good faith bargaining shall not include submission of or a response to a proposal that: (1) violates the rights of employees as set forth in this division, or (2) impairs, restricts, or delegates the authority of the City as set forth at Section 2-1301.4.

**Sec. 2-1301.15. Collective bargaining agreement.**

(a) No collective bargaining agreement shall be effective or enforceable until the City Council has adopted an ordinance to approve the text of the collective bargaining agreement after reviewing the fiscal impact statement required by this section and holding the requisite public hearing.

(b) When the parties reach a tentative agreement, having received periodic statements of fiscal impact of terms during negotiations, they shall reduce it to writing, and the Chief Administrative Officer and the duly authorized representative of the bargaining agent shall sign the tentative agreement to indicate their approvals. The bargaining agent's signature certifies that

the bargaining unit has approved or ratified the tentative agreement in accordance with the procedures or governing rules of the bargaining agent.

(c) No later than 60 days after the parties have signed the tentative agreement, the Chief Administrative Officer shall (i) prepare a final fiscal impact statement for the tentative agreement and (ii) submit the tentative agreement with the fiscal impact statement for approval by the City Council via ordinance in accordance with the City Council's standard procedures and schedules.

(d) Should the City Council reject the tentative agreement, it shall cause the Council Chief of Staff to provide a detailed statement of the reasons for rejection to inform any further negotiations which may be re-opened by the Chief Administrative Officer and the exclusive bargaining agent. Any such negotiations shall be scheduled as promptly as possible with the good faith objective to negotiate provisions that may be acceptable to the City Council for its further consideration within the City's budget preparation and approval schedule.

(e) Upon presentation to the City Council of any tentative agreement re-negotiated under subsection (d) before the end of the calendar year, the City Council shall consider and may specify by resolution as soon as practicable its good faith commitment to appropriate funding necessary for the City to meet obligations under the tentative agreement, with the understanding that any such resolution remains subject to actual appropriation

(f) A collective bargaining agreement reached by the parties shall be contrary to public policy and shall not bind the parties or be enforceable by either party to the extent that it is not the result of good faith bargaining in accordance with section 2-1301.14.

**Sec. 2-1301.16. Impasse.**

In the event that the City and the bargaining agent are unable to reach an agreement or contract within 120 days after their first meeting following a demand for bargaining, an impasse may be called by either party and the following procedure shall be followed:

(1) Any unresolved issues shall be submitted within five days of impasse being declared or reached by operation of law to the administrator for mediation which, at the parties' election, may be conducted by the administrator or arranged by the administrator pursuant to approved procedures which, at a minimum, shall set reasonable deadlines for the conduct of mediation and provide for joint selection of the mediator.

(2) The mediation process and any comments, statements or suggestions from the mediator or the parties and any documents evidencing the same made or created during the mediation process shall not be disclosed except as required by law.

(3) If mediation fails to resolve the parties' impasse as to any issue at least 30 days prior to the deadline for the submission of the Mayor's proposed annual budget, the unresolved issues shall be submitted to fact-finding pursuant to procedures established by the LRA which shall administrator provide for the parties' mutual agreement on the choice of fact-finding neutral. The factfinder shall meet with the parties and make written findings of fact and recommendations for resolution no later than ten days before the deadline for the submission of the Mayor's proposed annual budget. In making the findings, the factfinder shall consider:

- a. The lawful authority of the City;
- b. Stipulations of the parties;
- c. The interests and welfare of the public;
- d. The financial ability of the city to meet the costs of any items to be included

in the agreement;

e. Comparison of wages, hours, and terms and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and terms and conditions of employment of other persons performing similar services in the public sector, if applicable;

f. The average consumer prices for goods and services, commonly known as the cost of living;

g. The overall compensation presently received by the employees involved in the proceeding;

h. Changes in any of the foregoing circumstances during the pendency of the proceedings; and

i. Such other factors that are normally or traditionally taken into consideration in the determination of wages, hours, and terms and conditions of employment through voluntary collective bargaining, mediation, arbitration, or otherwise between the parties, in public service.

(4) The Mayor, after giving due consideration to the fact-finder's recommendations and the mediation results, shall submit the recommendations to the City Council by incorporation in the Mayor's proposed annual budget or in other proposed legislation as may be appropriate. The City Council shall retain its legislative discretion with respect to action on any proposals so submitted.

(5) The parties shall share the costs of mediation and fact-finding equally.

**Sec. 2-1301.17. Prohibited practices.**

(a) Neither the City nor the bargaining agent shall refuse to negotiate in good faith with respect to matters within the scope of collective bargaining as defined in section 2-1301.3.

(b) The city and its agents shall not:

(1) Interfere with, restrain or coerce employees in the exercise of rights granted by this division;

(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 division or because the employee has formed, joined, or chosen to be represented by any bargaining agent;

(5) Deny the rights accompanying certification as the bargaining agent conferred by this division;

(6) Refuse to participate in good faith in any agreed-upon impasse resolution procedures or those set forth in this division; 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 division, have been met.

(c) No employee organization or its agents shall:

(1) Interfere with, restrain, or coerce any employee with respect to rights granted in this division or with respect to selecting an exclusive representative;

(2) Willfully fail to represent an employee who is in a bargaining unit exclusively represented by the employee organization fairly regarding matters within the scope of collective bargaining, and without discrimination.;

(3) Refuse to bargain collectively with the City as provided in this division; or

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

**Sec. 2-1301.18. Prohibited practice charge procedures.**

(a) Proceedings against a party alleging a violation of section 2-1301.17 shall be commenced by filing a charge with the administrator within 90 days of the alleged violation, or of acquiring knowledge thereof, but in no event longer than 1 year from the date of the violation and causing a copy of the charge to be served upon the accused party. The accused party shall have ten days within which to file a written answer to the charge. The administrator may conduct a preliminary investigation of the alleged violation, and if the administrator determines that the charge has no legal or factual basis, the administrator may dismiss the charge. If the charge is not dismissed, the administrator shall promptly thereafter set a time and place for a hearing. The parties shall be permitted to be represented by counsel or other designated representatives, summon witnesses, and request the administrator to subpoena witnesses, if permitted by applicable law, and the production of records on the requester's behalf. Compliance with the technical rules of pleading and evidence shall not be required.

(b) The administrator may designate a hearing officer to conduct any hearing. The hearing officer shall have such powers as may be exercised by the administrator for conducting the hearing and shall follow procedures adopted by the administrator for conducting the hearing.

The decision of the hearing officer may be appealed to the administrator, and the administrator may hear the case de novo or upon the record as submitted before the hearing officer.

(c) The administrator shall provide for an official written transcript to report the proceedings, the costs of which shall be borne equally by the parties.

(d) The administrator shall submit to the parties the administrator's findings of fact and conclusions. If the administrator finds that the party accused has violated any provision of this section 2-1301.17, the administrator 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. To the extent permitted under the provisions for court review of arbitration awards set forth in the Uniform Arbitration Act, Code of Virginia, §§ 8.01-581.01—8.01-581.016, the administrator may petition the circuit court for enforcement of an order made under this Section.

(e) Any party aggrieved by any decision or order of the administrator, within 21 days from the date such decision or order is filed, may appeal to the circuit court to obtain judicial review pursuant to the provisions for judicial review set forth in the Uniform Arbitration Act, Code of Virginia, §§ 8.01-581.01—8.01-581.016, as may be permitted by state law.

**Sec. 2-1301.19. Certain prohibited activity.**

Pursuant to Code of Virginia, § 40.1-55, any employee 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 City shall not engage in a lockout of employees from the workplace. Any employee organization determined to have violated this section shall be deemed decertified under this division, shall

cease to receive any dues or fees collected by paycheck withholding, and shall not be certified as a bargaining agent, otherwise accorded recognition as a bargaining agent, or receive any dues or fees collected by paycheck withholding for a period of one year.

**Sec. 2-1301.20. Time limits.**

Any time limits in this division may be extended by written agreement of the Chief Administrative Officer, the employee organization, and any other appropriate parties.

**Sec. 2-1301.21. Review of division.**

The Mayor shall conduct a review of this division and its effectiveness for the purposes set forth in section 2-1301.1 and submit a report of the Mayor's findings and recommendations to the City Council within one year after the division has been in effect for two years.

§ 2. This ordinance shall be in force and effect upon adoption.