

INTRODUCED: April 13, 2026

AN ORDINANCE No. 2026-090

As Amended

To amend City Code §§2-1301.4, concerning the City’s rights and authority, and 2-1301.14, concerning labor-management dispute and impasse resolution, to modify collective bargaining procedures.

Patrons – All Members of Council and Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 27 2026 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That sections 2-1301.4 and 2-1301.14 of the Code of the City of Richmond (2020) be and are hereby **amended** as follows:

Sec. 2-1301.4. City’s rights and authority.

(a) This division shall not be deemed in any way to limit or diminish the authority of the City to manage and direct the operations and activities of the City to the fullest extent authorized and permitted by law. Thus, unless the City elects to bargain regarding the following matters, the City retains exclusive rights:

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: JUN 22 2026 REJECTED: _____ STRICKEN: _____

(1) To determine the type and scope of work to be performed by City employees and the manner in which services are to be provided;

(2) To direct the work of employees;

(3) To (i) hire and classify all employees in accordance with applicable law; (ii) to [~~promote, transfer~~] promote, transfer, assign [~~day to day tasks~~], and schedule all employees, except that [the] [~~a system for determining which employees will fill each schedule and~~] procedures [related to such decisions] [~~for determining who will fill job vacancies and promotions~~] related to promotions, transfers, assignments, and schedules shall be negotiable; and (iii) to suspend, demote, discharge, or take other disciplinary action against employees for just cause in accordance with applicable law and regulations, except that procedures to challenge such decisions shall be negotiable to the extent consistent with state law;

(4) To relieve employees from duties by layoff or other reduction-in-force due to lack of work, budget limitations, changed working conditions or requirements or for other reasons in the City's reasonable business judgment and not prohibited by law, except that the implementation procedures to be followed, notice, and alternatives to layoff shall be negotiable;

(5) To contract for, expand, reduce, sell, transfer, convey, or eliminate particular operations or services of general government, as well as any department, office, or part thereof; except that the alternatives to contracting and impact on employees shall be negotiable; and

(6) To establish and change standards of behavior or performance, job qualifications, and job descriptions, except that the impact of any changes on employees and performance evaluation procedures will be negotiable.

(b) The City retains the right to take whatever actions may be necessary to carry out the City's mission during emergencies. If a collective bargaining agreement includes procedures for how the City and its employees will respond to a specific type of emergency situation, then the terms of such agreement shall govern the response to that specific emergency. Otherwise, the City shall meet with the exclusive bargaining representative at the earliest practical time following actions taken in response to an emergency to discuss the effects of such emergency actions on bargaining unit employees as they pertain to matters within the scope of bargaining under this division and to bargain in good faith over any supplemental collective bargaining agreements that are proposed to address the effects of such emergency actions.

(c) In accordance with Code of Virginia, § 40.1-57.2 and other applicable law, nothing in this division, any provision of this division, or the terms of any collective bargaining agreement shall impair or restrict the authority of the City Council to establish its budget and appropriate funds in its discretion. Any collective bargaining agreement reached under this division shall be subject to the appropriation of funds by the City Council.

(d) The City shall not negotiate as to:

(1) Matters controlled or preempted by any federal or state constitutional provision, law, rule or regulation;

(2) Any provision relating to the composition, duties, or powers of any civilian review board applicable to police officers;

(3) Any previously rendered decision of any civilian review board applicable to police officers or of the Personnel Board; or

(4) Any decision to retain the City's existing retirement plans as set forth in Chapter 22 or to replace any or all of such plans with the retirement plan of the Virginia Retirement System.

Sec. 2-1301.14. Labor-management dispute and impasse resolution.

(a) *Impasses in negotiation.*

(1) Mediation: In the event that the City and the bargaining agent are unable to reach a collective bargaining agreement within 120 days after their first meeting or September 1, whichever is earlier, an impasse may be called by either party and resolution may be sought by submission of any unresolved issues for mediation by the administrator or a mediator selected through procedures established by the administrator. The parties shall jointly request mediation within five days of a declared impasse. The administrator or other mediator shall set reasonable deadlines for all steps of the mediation process. Negotiations on all matters shall continue throughout impasse procedures.

(2) The mediation process is advisory only, and the administrator or other mediator shall have no authority to bind either party.

(3) The mediation process and any comments, statements or suggestions from the administrator or other 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.

(4) The parties shall share the costs of mediation equally.

(5) ~~[At the request of either party, and not later than September 15, impasses not resolved through negotiation or mediation shall be submitted to non-binding fact-finding. The parties shall jointly select a fact-finder or, if they are unable to agree on a fact-finder, they shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service or American Arbitration Association. Each party in turn shall strike a name from the list until only one name remains. Negotiations shall continue throughout the impasse procedures.] [Arbitration: If the City and the bargaining agent are unable to reach agreement in mediation to resolve any impasse regarding any negotiable terms and conditions of employment other than wages or economic fringe benefits, such impasse shall be submitted to final and binding arbitration pursuant to procedures adopted by the labor relations administrator, which shall at a minimum require the parties' joint selection of an arbitrator. The parties shall share the costs of arbitration equally.]~~

~~(6)~~ Fact-Finding: At the request of either party, and not later than September 15, impasses as to [wages and economic fringe benefits] matters that are negotiable that are not resolved through negotiation or mediation shall be submitted to non-binding fact-finding. Only issues that are expressly designated as negotiable in section 2-1301.4 shall be eligible for fact-finding. The parties shall jointly select a fact-finder or, if they are unable to agree on a fact-finder, they shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service or American Arbitration Association. Each party in turn shall strike a name from the list until only one name remains. Negotiations shall continue throughout the impasse procedures.

(6) In making any decision under the impasse procedure authorized by this division, the mediator and fact-finder shall give weight to the following factors:

- 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 employer 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 and private sectors, 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 arbitration;
- h. Changes in any of the foregoing circumstances during the pendency of the arbitration 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 or in private employment.

(7) The fact-finder's decisions shall be provided to the Chief Administrative Officer and the bargaining agent not later than October 15 and, to the extent permitted by law, shall not be made public for a period of 14 days. During this 14-day period, the

parties shall meet and attempt to negotiate an agreement based on the fact-finder's recommendations. By mutual agreement, the 14-day period may be extended.

(8) At the conclusion of the 14-day period (or longer period agreed to by the parties) period, the Chief Administrative Officer shall submit the last written bargaining position of the City and of the bargaining agent on each issue that remains in dispute with a copy of all of the fact-finder's recommendations to the City Council.

(9) At its next meeting, the City Council shall provide 30 minutes to each of the parties at impasse for the purposes of explaining and justifying its last offer and thereafter render a decision on the matters subject to continuing impasse. The City Council's decision shall be final and not subject to further review.

(10) The expenses of the fact-finder shall be borne equally by the parties. ~~[The fact-finding and binding arbitration procedures may, if the parties agree, be considered into a single proceeding before one person acting as fact-finder and arbitrator.]~~

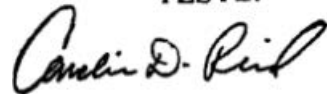
(b) *Labor-management disputes other than impasses in negotiation.*

(1) The City and a bargaining agent shall discuss the feasibility of resolution of labor-management disputes informally by discussion between the parties' designees before resort to formal mediation or arbitration. Failure to actually engage in such informal resolution prior to submitting a labor-management dispute or prohibited practice claim for mediation or arbitration shall not be a ground for dismissal of a claim under this division. In the event that the City and the bargaining agent are unable to informally resolve a labor-management dispute if and when engaged, either party or the parties jointly may submit the dispute to the administrator for mediation or arbitration, if applicable, pursuant to procedures instituted by the administrator.

(2) If the City and the bargaining agent are unable to reach agreement resolving any labor-management dispute submitted to mediation as provided for in this division by any deadline set forth in procedures provided in this division or adopted by the administrator, the labor-management dispute shall be submitted to final and binding arbitration pursuant to procedures adopted by the administrator which shall, at a minimum, require the parties' joint selection of an arbitrator. The parties shall share the costs of arbitration equally.

§ 2. This ordinance shall be in force and effect upon adoption and, for the avoidance of doubt, shall apply to any active negotiations between the City and a bargaining agent engaged in a collective bargaining process as of the date of adoption.

A TRUE COPY:
TESTE:



Carolin D. Reed
City Clerk

DATE: March 31, 2026
TO: The Honorable Members of City Council
THROUGH: Reva M. Trammell, 8th District Council Member
THROUGH: RJ Warren, Council Chief of Staff
THROUGH: Will Perkins, Senior Legislative Services Manager
FROM: Steven Taylor, Council Policy Analyst
RE: Amend City regarding scope of collective bargaining for city employees, arbitration, fact-finding.

CNL-2026-0039

PURPOSE: Amend the City Code that established collective bargaining so as to confirm and clarify that bargaining units may negotiate over systems for promotions, filling vacancies and promotions and the like and that such subject matters shall not be excluded from good faith negotiating in collective bargaining agreements.

And to amend the City Code to allow:

1. The City or Union to request that impasses on benefits and wages be submitted to non-binding fact-finding; and
2. To provide binding arbitration procedures for all non-economic subjects which would be a more efficient use of City Resources and promote both parties to agree on compromises. The parties would also agree to a joint selection of the arbitrator and to share costs of arbitration equally.

BACKGROUND:

Ord. No 2022-221, adopted July 25, 2022, the Collective Bargaining Ordinance (“CBO”), established Collective Bargaining in the City of Richmond after the passage of HB 582 (2020) by the General Assembly. Section 2-1301.4 (a) et seq reserved certain management rights to the City that were heavily negotiated. The resulting agreement specifically provided an exception that would permit Unions to negotiate over the processes of transfers, promotions and the like very similar to what exemplar jurisdictions in Virginia had previously included. City Council members were involved in the final negotiations over the CBO and understood that processes were negotiable, as did the Unions.

In the first collective bargaining negotiations between the general City government and Police Union represented by RCOP in 2023, the City claimed that the CBO in fact excluded such subjects as being negotiable. The parties sought the ruling of the City’s Labor Relations Advisor, who after a hearing concluded that transfer and promotion process matters were non-negotiable under the circumstances. That ruling diverges from other rulings from Arlington County on similar challenges based on similar ordinance wording holding that such employment processes are subject to good faith bargaining and appears to sidestep the direct language of the CBO and why it was included.

In light of the circumstances, this proposed amendment seeks to accomplish two things.

1. To clarify and confirm the intention (and proper interpretation of the language) of the CBO to

bring the City in conformity with other Virginia jurisdictions - as well as elsewhere - that systems, processes and impacts of transfers and promotions are subject to negotiation in good faith, and by doing so to correct the erroneous LRA ruling that was at odds with the understanding and intention of the parties.

It is important to note that a Union's right to negotiate in good faith over transfer, promotion and the like systems does not mandate that any particular person(s) be hired or infringe upon material management selection rights. It would require all the parties to engage on what the process or system will be and in that manner will benefit employee morale, a fairer workplace, and address long-standing ad hoc, highly subjective or preferential practices that have long been, second only to wages, regarded as the highest complaint of rank and file City employment.

2.To make certain changes to how impasses in coming to agreement are handled, the highlight making non-economic matters subject to binding arbitration.

As adopted, the CBO provides for a number of methods to resolve impasses, such as mediation, fact-finding and arbitration. However, the CBO's arbitration language makes the arbitrator's decision on non-economic subjects only advisory and calls for a special meeting of City Council to make the final decision.

In the case of the Police Union, impasses over the first agreement did result in an arbitrator's decision that was referred to City Council in accordance with the CBO. Though the issues were resolved without the required meeting, the widespread opinion of the parties and all Council members leading up to it was that the advisory nature of the arbitration for "non-money" issues was unwieldy, complex and unduly expensive. Note that monetary/economic issues always are subject to Council approval.

The proposed amendment addresses those concerns and should better promote compromise and agreements versus excessive proceedings and drama before Council over a multitude of day-to-day issues such as dress, seniority, special events staffing process, and other details.

FISCAL IMPACT: None. No impact is expected from the procedural changes.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: April 27, 2026

CITY COUNCIL PUBLIC HEARING DATE: May 26, 2026

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Government Operations

AFFECTED AGENCIES: All city employees in each bargaining unit.

RELATIONSHIP TO EXISTING ORD. OR RES.: 2022-221

ATTACHMENTS: City of Richmond v. Richmond Coalition of Police, LRA Case No. 2023-ND-D1

STAFF: Steven Taylor, Council Policy Analyst, (804) 646-2780

Before the Labor Relations Administrator for the City of Richmond, Virginia

CITY OF RICHMOND, VIRGINIA

and

RICHMOND COALITION OF POLICE

| LRA Case No. 2023-ND-01

| Determinations Resolving
| September 27, 2023

| Negotiability Disputes

BEFORE: Keith D. Greenberg, Esq., Labor Relations Administrator

APPEARANCES:

For the City:

Amy E. Smith, Esq.
(IslerDare PC)

For the Union:

Justin P. Keating, Esq.
(Beins, Axelrod & Keating, P.C.)

BACKGROUND

This matter arises under the Richmond, Virginia Collective Bargaining Ordinance (the “Collective Bargaining Ordinance”) and concerns a dispute between the City and the Richmond Coalition of Police (“RCOP” or the “Union”), the certified Exclusive Bargaining Agent under the Collective Bargaining Ordinance for the City’s Police Bargaining Unit regarding the negotiability of certain proposals made by the Union in the course of negotiations with the City for a first collective bargaining agreement between the City and the Union. Among the proposed Articles of the new collective bargaining agreement is Article 11, Position Vacancies, Reassignments, and Promotions.

In an email dated September 26, 2023, Counsel for the City asserted that certain provisions proposed by the Union for inclusion in Article 11 were non-negotiable under the Collective Bargaining Ordinance. The following, with the challenged provisions in italics and underlined, is the Union’s proposed Article 11:

**ARTICLE 11
POSITION VACANCIES, REASSIGNMENTS AND PROMOTIONS**

Section 1. Reassignments and Non-Promotional Vacancies

(a) Definitions

- (1) Division: Organization within the Police Department headed by a Captain or civilian.
- (2) Operation: Organization within the Police Department headed by a Major or civilian equivalent.
- (3) REASSIGNMENTS - The movement of an employee from one assignment to another.
- (4) SERVICE- Organization within the Police Department headed by a Deputy Chief or civilian equivalent.
- (5) SPECIAL ASSIGNMENTS- Non patrol assignments
- (6) TEAM - Organization within the Police Department headed by a Sergeant or civilian equivalent supervisor.
- (7) UNIT - Organization within the Police Department headed by a Lieutenant or Civilian manager.

(b) Procedure:

- (1) Eligibility criteria and process when requesting re-assignment:

Employees must have at least one (1) year of service in their current assignment before requesting reassignment.

A. Medical Exception: Employees, who encounter medical conditions, after being reassigned, will be exempt from this rule (Examples: allergies that develop in K-9 or Mounted units, et cetera.)

- (2) Employees shall have received an Overall Performance Rating of “Meets Expectation” or greater in their current position before being considered for reassignment.
- (3) Must not have been suspended more than a total of 6 days in the past 24 months, must not have any substantiated incidents involving the use of excessive force in the past 24 months, and must not have been convicted of any criminal offense in the past 24 months.
- (4) Any employee desiring a reassignment shall submit a resume and Part 1 of the Request for Reassignment Form (PD-15) to his/her first line (immediate) supervisor. The first line supervisor will complete Part II of the Request for Reassignment Form (PD-15) and forward the complete package through channels to the designated Division Captain, Precinct Commander or civilian equivalent.
- (5) Resumes should highlight an employee’s personal and professional accomplishments, detail the employees previous assignments, responsibilities and previous training; and, include any other relevant information.
- (6) Interviews will be conducted of all eligible applicants. RPD personnel will not be involved in conducting or evaluating the interviews. The evaluation scores will be ranked in order; the ranking will have random identification numbers but each applicant will be told in advance what his identification number is. RCOP will be given the ranking list with names identified to verify compliance with this Article. *The Department will fill the vacancies from the list in order, except that it will be allowed to skip one applicant for every vacancy it seeks to fill, eg if the Department is filling one vacancy, it will be required to pick from the top two ranked applicants; if the Department is filling two vacancies, it will be required to pick from the top three applicants. The Chief or his designee can call some or all applicants in for an interview at the final selection stage as he sees fit.*
- (7) Sector bidding process - Officers assigned to sectors are to be allowed to bid on vacant positions within that and other sectors.

- A. Bidding for the sector shifts within precincts will begin October 1st with the final bid list completed by December 1st of each year. The bid will remain valid for one year. The movement of officers will occur within the first two weeks of every January based upon the payroll cycle. (This will also allow the officer to have 60 days to prepare for schedule change).
- B. Only those officers wishing to move to a vacancy that the Department is filling are required to submit an interoffice memo to their commander. Officers should use "shift/precinct bid" as the subject line of the memo.
- C. Precinct Seniority- An officer or supervisor will not have seniority within a precinct until assigned to that precinct for a period of 6 months. When brakes in service have occurred, the latest date of hire will be used to determine seniority. Seniority will be based upon the following:
 - i. Sergeants - by the date of appointment to that particular rank. If two or more employees have the same date of appointment, then the date of hire shall be used.
 - ii. Police Officers/ Detectives - by the date of appointment as a police officer. If two or more employees have the same date of hire, then the lowest code number shall be used.
- D. Precinct seniority will be used to establish bid lists within the precincts. Precinct Commanders may temporarily fill a vacancy during the year as a result of injuries, retirements, etc. Opportunities to fill these temporary vacancies will be offered in seniority order and will only last until the next regular bid.

(8) Cross Sector/Precinct Bidding Process:

Cross Sector bidding process within Precinct- Bidding reassignment across precinct sectors will be allowed throughout the year as vacancies exist. Officers and supervisors will be allowed throughout the year as vacancies exist. Officers and supervisors will be allowed to bid for cross sector shifts within the precinct in which they are currently assigned if a vacancy exists. Cross sector vacancies will be filled by seniority. Officers must wait six (6) months before their seniority can be applied towards bidding.

Cross Precinct bidding process- Bidding for assignment across precincts will occur every year. Cross precinct bid list will be completed by December 1st and remain valid for one year.

- A. A bid list will be compiled for the position(s) and shift that is open along with an announcement that will be distributed to precinct personnel.
- B. Precinct Commanders or Area Majors may temporarily fill a vacancy during the year as a result of injuries, retirements, and separations. Opportunities to fill such temporary vacancies will be offered in seniority order.
- C. Officers requesting reassignment across sectors within a precinct shall submit an inter-office memo through channels with "Shift/Precinct Bid" as the subject line of the memo to the appropriate Precinct Commander.
- D. Officers requesting reassignment across sectors shall complete and submit Part I of the PD-15 and a resume through channels to their present Precinct Commander within 14 working days of the vacancy announcement.

Section 2. Secondary Assignments. The parties recognize that the Department implements various types of secondary assignments that may include extra pay (subject to the terms of this Agreement) but that do not amount to a full-time assignment for the officer. These duties and

assignments provide opportunities for officers to expand their skill sets, broaden career development, and contribute more to the Department. As such, they should be assigned in a fair manner. The parties acknowledge that the Department retains its authority to structure the operations of the Department as it sees fit; the provisions of this Agreement only address how employees are chosen to fill bargaining unit opportunities within that structure and its parts.

When the Department fills vacancies in any such Secondary Assignments, the process will be the same as set forth above for filling full-time job assignments. The parties recognize that the Department has the authority to require officers on certain shifts to fill these duties and assignments; within those needs, the process set forth above will be followed.

Nothing in this Section is intended to limit the authority of the Department to increase or decrease (including eliminate) the number of slots for any Secondary Assignments. The Department will provide the Union with updates as to what collateral duties and collateral assignments are current.

Section 3. Promotions

(a) Definitions

- (1) **JOB DESCRIPTION** - A description of the tasks, duties, responsibilities, and working conditions associated with the job. A job description generally contains information on what the employee will do; the knowledge, skills, and abilities (KSAs) the job requires; and the working conditions and the job's physical demands. The job description should entail the job title, reporting relationships, identification of critical or essential elements of each position, and dissecting the job into essential parts.
- (2) **PROMOTION** - A change in the status of an employee from a lower position in one class to a position in another class having a higher maximum salary range.
- (3) **POLICE OFFICER** - A sworn employee who executes police work to protect life and property by enforcing laws and ordinances. A Police Officer is primarily responsible for patrolling the City's jurisdiction, responding to citizen calls, conducting investigation activities and problem-solving.
- (4) **POLICE SERGEANT** - Provides first-line supervision, technical assistance, and administrative control over a unit of police officers, detectives, or investigators assigned to a geographic area of the City or assigned to specific law enforcement tasks; schedules, deploys, and assigns personnel following departmental policies and applicable service level requirements; conducts roll calls or briefings; observes, evaluates, develops, advises, and counsels personnel regarding job performance; directs tactical operations in given situations; and performs law enforcement duties as required.
- (5) **POLICE LIEUTENANT** - Manages, supervises, and coordinates the operations and activities of an assigned operational unit(s); conducts periodic inspections and tours of various Precincts observing personnel demeanor, efficiency, and general appearance; advises and assists subordinate supervisors and officers in the performance of their law enforcement duties; assumes command in emergency situations; directs and coordinates activities of various units within the Department; evaluates police technology and reviews law enforcement literature; surveys agency personnel and confers with police administration to determine training and equipment needs; assesses current programs and makes recommendations as to new directions; facilitates inter and intra departmental cooperation; participates in disciplinary actions; maintains records; conducts and participates in the division's budget preparation process; conducts and participates in special studies; serves on regular and special committees; and prepares recommendations to the Command Staff for operational efficiency.

(b) Procedure

(1) Promotion:

Sworn Personnel Promotional Announcement (Promotions to Sergeant and Lieutenant):

The Human Resources Division Chief or designee will issue an announcement approved by the Chief of Police, advising all Police Department personnel of the application period and testing processes for each rank. In addition to that announcement, a Promotional Announcement Bulletin may be generated through electronic, print, or other media created and posted in conspicuous places, which fully describes/lists the following:

- A. Job Description of the position including duties and responsibilities
- B. Salary Range
- C. Fair Labor Standards Act Status
- D. Performance Evaluation Group
- E. Type of Recruitment
- F. Recruitment Period
- G. Minimum Requirements, including requisite skills and educational levels
- H. Training and Experience Equivalent (if applicable)
- I. Promotional Process (Written Test, Oral Board, and/or Assessment, if applicable)
- J. Application Process

(2) An applicant for promotion must meet the following disciplinary standards:

- A. No more than a total of six (days) suspension in the past 24 months;
- B. No substantiated incidents involving the use excessive force in the past 24 months; and,
- C. No conviction for a criminal offense in the past 24 months.

(3) Written Examination, Assessment Center, and Interview

- A. Applicants will participate in a written examination, an Assessment Center, and an interview. These will all be administered and conducted by non-RPD personnel. Each of the three parts will be equally factored to result in a final score result.
- B. The results will be used in determining a ranking order of applicants and publicly posted. Each applicant will be given a unique applicant number known to him/her, but not to other employees. The Union will be given the ranking order with names of each applicant so the Union can verify compliance.
- C. The Department will promote from the list in order to fill the vacancies, except that it will be allowed to skip one applicant for every five vacancies it seeks to fill, eg if the Department is filling five vacancies, it will be required to pick from the top six ranked candidates; if it the Department is filling ten vacancies, it will be required to pick from the top twelve candidates. The Chief or his designee can call some or all applicants in for an interview at the selection stage as he sees fit.
- D. The List will remain in effect for two years from issuance.

(c) Any promotion processes pending as of July 1, 2024, will be terminated and the Department will begin new processes that will conform with the terms of this Agreement.

(Spelling as in original.) (Bold text as in original.)

On September 27, 2023, Counsel for the Union notified the Labor Relations Administrator that the Union believed the disputed proposed provisions above to be negotiable, notwithstanding the City's assertions of non-negotiability, and sought a ruling as to whether the disputed provisions were negotiable.

Among other things, the Collective Bargaining Ordinance provides, at Section 2-1301.7, that the Labor Relations Administrator shall "[determine any issue regarding the negotiability of any collective bargaining proposal.]"

Following an informal conference with Counsel for the Parties, the Parties made sequential submissions regarding the disputed provisions. The Parties jointly requested that the rulings resolving the negotiability disputes in this matter be issued no later than Monday, October 16, 2023, and further requested that the rulings be made in a short form without explanations for the rulings.

Given the Parties' joint request and under the circumstances in this case – and without limiting the form, format, reasoning, or explanation that might be provided in addressing other negotiability disputes arising under the City's Collective Bargaining Ordinance – I am persuaded that a short-form decision with summary rulings addressing the disputed provisions of the Union's proposed Article 11 is appropriate and sufficient here.

[continued on next page]

DETERMINATIONS

After careful consideration of the entire record, I make the following determinations:

The disputed provision of Section 1(b)(6) of the Union's proposed Article 11 is non-negotiable under the Collective Bargaining Ordinance.

Section 1(b)(7)(D) of the Union's proposed Article 11 is non-negotiable under the Collective Bargaining Ordinance.

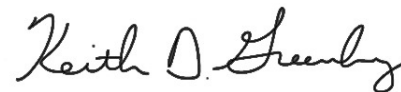
The disputed provision of Section 1(b)(8) of the Union's proposed Article 11 is non-negotiable under the Collective Bargaining Ordinance.

Section 1(b)(8)(B) of the Union's proposed Article 11 is non-negotiable under the Collective Bargaining Ordinance.

Section 3(b)(3)(C) of the Union's proposed Article 11 is non-negotiable under the Collective Bargaining Ordinance.

Section 3(c) of the Union's proposed Article 11 is negotiable under the Collective Bargaining Ordinance with respect to bargaining unit employees.

October 16, 2023



Keith D. Greenberg, Esq.
Labor Relations Administrator

MOTION

To amend Ord. No. 2026-090, which amends City Code §§2-1301.4, concerning the City's rights and authority, and 2-1301.14, concerning labor-management dispute and impasse resolution, to modify collective bargaining procedures, to further modify collective bargaining procedures.