

PRINCE WILLIAM COUNTY DRAFT COLLECTIVE BARGAINING ORDINANCE

SECTION 1. SHORT TITLE

This Chapter shall be known and cited as the “Prince William County Collective Bargaining Ordinance.”

SECTION 2. DEFINITIONS

In this section, the following words have the meanings indicated.

“Board of County Supervisors” or “Board” means the Prince William Board of County Supervisors.

“Bargaining Unit” is a group of employees who share a community of interest and may reasonably be grouped together for purposes of collective bargaining.

“Collective Bargaining” means the performance by an Exclusive Representative and the County of their mutual obligations to meet at reasonable times and to negotiate in good faith with respect to wages, certain benefits, and terms and conditions of employment (as defined herein), or the negotiation of an agreement with respect to wages, certain benefits, and terms and conditions of employment or any questions arising under an agreement, and the execution of agreements incorporating the terms agreed upon by both parties. In the performance of this obligation, neither party shall be compelled to agree to a proposal or be required to make a concession to the other. Any agreement reached by collective bargaining shall be subject to approval, budgeting, and annual appropriation of funds by the Board.

“Confidential Employee” means an employee whose job duties require access to confidential, budgetary or fiscal information, personnel data, management emails or strategy relevant to subjects of collective bargaining as set forth in this Chapter or an employee in any department who assists in a confidential capacity or persons who formulate, determine, or effectuate management policies in the field of labor relations. Confidential Employees include, but are not limited to, employees who work in or for:

- The Board of County Supervisors - including any staff assigned or budgeted to a Board member’s office;
- The Office of the County Executive;
- The Office of the County Attorney;
- The Office of Human Resources, the Department of Information Technology, or any other department, office, agency, or position in which an employee has authorized access to confidential County personnel information;
- The Office of Management and Budget; and
- The Payroll Office in the Department of Finance.

“County” means Prince William County acting through its County Executive or the County Executive’s designee.

“Employee” means a full-time or part-time, benefitted employee in the competitive service of the County, as defined in Chapter 19 of the County Code, or any revisions thereto, except it does not include anyone who is:

1. A Confidential Employee, as defined in this section;
2. A Managerial Employee, as defined in this section;
3. A Supervisory Employee, as defined in this section;
4. An intern or volunteer; and/or
5. Any County-funded, full-time equivalent position embedded in a state, constitutional, or other department, agency, or office exempt from the competitive service as defined in Chapter 19 of the County Code, or any revisions thereto.

“Exclusive Representative” means a Labor Organization which has been selected by employees and recognized by the County as representing the employees in a Bargaining Unit as defined in Section 2 of this Chapter.

“Impasse” means failure of the County and an Exclusive Representative to achieve agreement in the course of collective bargaining.

“Labor Organization” means any organization which has as one of its primary purposes representing employees in collective bargaining.

“Lockout” means any action taken by the County to interrupt or prevent the continuity of work usually performed by Bargaining Unit employees for the purpose of and with the intent to either coerce employees into relinquishing rights guaranteed by this Chapter or of bringing economic pressure on employees for the purpose of securing the agreement of their Exclusive Representative to certain collective bargaining terms.

“Managerial Employee” means any County employee who:

1. has responsibility for a County division, department, office, or agency, or a unit or sub-unit of a County division, department, office, or agency;
2. participates in the formulation of management policy;
3. is significantly engaged in executive or management functions or charged with the responsibility of directing the implementation of management policies, procedures, or practices; or
4. is materially involved as a decision maker in personnel decisions, including, but not limited to, staffing, reductions-in-force/layoffs, reorganizations, hiring, discipline, evaluations, pay, assignments, transfers, promotions, or demotions.

“Mediation” means assistance by an impartial third party to reconcile a dispute arising out of collective bargaining through interpretation, suggestion, and advice.

“Strike” means an employee of the County who, in concert with two or more other County employees, for the purpose of obstructing, impeding, or suspending any activity or operation of

their employing agency or any other governmental agency, willfully refuses to perform the duties of their employment.

“Terms and Conditions of Employment” means all wages, benefits and other matters, including health and safety matters, relating to the employment of employees in a Bargaining Unit, excluding those subjects and rights set forth in Section 5, Subsections A and B [County and BOCS Rights]

“Supervisory Employee” means an employee having authority in the interest of the County to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees; or responsibility to direct them; or to adjust their grievances; or effectively to recommend such action, if the exercise of this authority is not merely of a routine or clerical nature, but requires the exercise of independent judgment.

“Valid Vote” shall mean a vote cast by an Employee who is employed in the Bargaining Unit that is conducting a certification/decertification election on the date of such election. To be deemed a Valid Vote, it must be received by the Labor Relations Administrator during the time period established to receive votes.

SECTION 3. EMPLOYEE RIGHTS

A. Employees shall have the right to organize, form, join, or assist Labor Organizations, to bargain collectively through an Exclusive Representative of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining over Terms and Conditions of Employment or other mutual aid or protection, and shall also have the right to refrain from any or all such activities. However, refraining from any or all such activities does not include the right to be excluded from coverage by the terms and conditions of a collective bargaining agreement applicable to a Bargaining Unit.

B. Employees shall have the right to discuss their rights in Paragraph A above with each other while on duty, provided that such communications do not materially interfere with the employee’s job duties.

C. Employees have the right to use County email systems to discuss their rights in Paragraph A above, subject to the terms of any collective bargaining agreement and the County’s Department of Information Technology email security policies. Records in the County’s email systems are subject to the Virginia Freedom of Information Act and, as such, employee communications on County systems are not considered private.

D. Employees have the right to be represented fairly by their Exclusive Representative in the handling of employee grievances and the conduct of Collective Bargaining.

E. Nothing in this section shall prohibit an employee from presenting, discussing, or resolving any personnel matter directly with the County and without the intervention of an Exclusive Representative, provided that any adjustment of the matter between an employee and the County

without participation of the Exclusive Representative shall not be inconsistent with the terms of any applicable collective bargaining agreement.

SECTION 4. EXCLUSIVE REPRESENTATIVE RIGHTS

An Exclusive Representative recognized by the County as representing the employees in a Bargaining Unit shall have the following rights:

1. To speak on behalf of, and represent the interests of, all members of a Bargaining Unit without discrimination and without regard to Labor Organization membership.
2. To meet with newly hired employees during employee orientation or, if the County fails to conduct new employee orientation, at individual or group meetings within the first 30 days of hire, without charge to the pay or leave time of those employees. No employee may be required to attend or participate in such meeting, and employees must be made aware that attendance is voluntary prior to the commencement of the meeting. The County shall give an Exclusive Representative at least 10 days' written notice in advance of such orientation. The Exclusive Representative shall also have the right to provide materials for the orientation packet, in accordance with County policy.
3. To meet with individual employees on County premises in locations designated by the County for the purpose of discussing workplace issues. Such meetings may only take place during an employee's meal period or before or after the employee's workday. The Exclusive Representative must provide at least one business days' advance notice to the County Director of Human Resources prior to entering County premises for the purpose of conducting meetings with employees.
4. To use County email systems to discuss employee rights in Section 3.A, subject to the terms of any collective bargaining agreement and the County's Department of Information Technology email security policies.
5. To receive from the County on a monthly basis a list of all employees in the Bargaining Unit, including name, job title, department, and work email address.
6. To receive regular and periodic dues payments deducted from an employee's pay by the County pursuant to the employee's written and signed authorization. Such authorization must be consistent with Section 12.B of this Chapter.

SECTION 5. COUNTY AND BOARD OF COUNTY SUPERVISOR RIGHTS

A. This Chapter shall not be deemed in any way to limit or diminish the authority of the Board of County Supervisors to fully manage and direct the operations and activities of the County as authorized and permitted by law. Thus, the Board retains exclusive rights, which shall be considered prohibited subjects of bargaining, including the below-enumerated rights:

1. to determine the organization of County government and the purpose and mission of its constituent departments, agencies, and offices, to set standards of service to be offered to the public, to provide for certain levels of service, and to add, delete, modify, reorganize, or suspend programs, functions, divisions, agencies, offices, and departments as the Board or County Executive determines to be necessary and/or appropriate;
2. to determine the job descriptions for each County employee position, the manner in which services are to be provided, determine the number of positions or full-time-equivalents (“FTE”), and increase or decrease staffing levels, including the right to lay off employees;
3. to introduce new or different services and methods and determine the kind, type, location, and use of County-owned equipment or facilities, provided that the County does not require the use or operation of unsafe equipment or materials;
4. to suspend, demote, terminate the employment of, or take disciplinary action against, employees;
5. to establish, implement, modify, and eliminate work schedules;
6. to contract and/or subcontract County services;
7. to establish, maintain, modify, and eliminate the qualifications of employees for hiring, appointment, and promotions, including, but not limited to, the right to require background checks, mandatory drug tests, physical ability and/or agility tests; and fitness for duty evaluations;
8. to establish, maintain, modify, and eliminate work rules, policies, procedures and standards of conduct;
9. to establish, maintain, modify, and eliminate workplace health and safety rules, in accordance with all federal, state, and County laws, ordinances, codes, requirements, policies, and regulations; and
10. to provide a system of merit employment in accordance with Chapter 19 of the Prince William County Code and any revisions thereto.

B. The County shall not be required to engage in collective bargaining with an Exclusive Representative concerning any benefits provided or administered solely by the Commonwealth of Virginia through the Virginia Retirement System or any other benefits established and

administered in accordance with the Code of Virginia over which the County does not have sole control.

C. In accordance with Virginia Code § 40.1-57.2 (B), nothing in this Chapter or any collective bargaining agreement shall be deemed to restrict the Board's authority to establish the budget or appropriate funds. All financial commitments on behalf of the County in any collective bargaining agreement shall at all times be subject to, and conditioned upon, the Board of Supervisors' exercise of its unfettered discretion to determine the budget and any tax levies and to appropriate funding for such commitments if it is so inclined. If a collective bargaining agreement is approved that extends for more than one fiscal year, each year's financial commitments shall be subject to, and contingent upon, appropriation by the Board of Supervisors for that fiscal year.

D. Nothing in this Chapter shall be deemed to limit the County's right to enlist volunteers to provide assistance to the County, nor may any collective bargaining agreement include a provision that limits the right of employees to provide volunteer services outside of their County employment.

E. Notwithstanding the provisions of any collective bargaining agreement, the County retains the right to take whatever actions may be necessary to carry out the County's mission during a State of Emergency (as defined in Virginia Code § 44-146.16) impacting Prince William County, or a Declaration of Local Emergency (as defined in Virginia Code § 44-146.16). The County shall meet with the Exclusive 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 Chapter and to bargain in good faith over any supplemental collective bargaining agreements that are prepared to address the effects of such emergency actions.

SECTION 6. EMPLOYEE BARGAINING UNITS

There shall be the following permissible Bargaining Units. No other Bargaining Unit or sub-unit may be recognized by the County. The County shall determine whether an employee or employee classification is to be included in a Bargaining Unit. A Labor Organization may appeal the County's determination to the Labor Relations Administrator for a final and binding decision.

A. Police. The police Bargaining Unit shall consist of uniformed, sworn law enforcement officers employed by the County, but excluding those eligible for the fire and rescue Bargaining Unit, civilian employees, public safety communication employees, and those excluded in Section 2.

B. Fire and Rescue. The fire and rescue Bargaining Unit shall consist of the uniformed, sworn fire and rescue employees employed by the County, but excluding those eligible for the police Bargaining Unit, civilian employees, public safety communication employees and those excluded in Section 2.

C. General Service Employees. The general service employees Bargaining Unit shall consist of those employees employed by the County, excluding employees eligible for the police and fire and rescue Bargaining Units and those employees excluded in Section 2.

SECTION 7. LABOR RELATIONS ADMINISTRATOR

A. A Labor Relations Administrator (“LRA” or “administrator”) shall be selected and appointed in the manner set forth in Section 8 to administer provisions of this Chapter, including the process for certification and decertification of Exclusive Representative, investigation of unfair labor practice charges, and assisting with the selection of mediators or arbitrators as needs arise under this ordinance or under any collective bargaining agreement. The LRA shall serve as a neutral administrator, fact-finder, and mediator.

B. The LRA 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 interests of the County or of any employee organization, including any Labor Organization.

C. Should LRA responsibilities, as set forth in this Section, be required before an administrator is appointed or during a time when the appointed administrator is unable to serve for any reason, the County Executive shall secure such services from any impartial agency provider, such as the American Arbitration Association, the Federal Mediation and Conciliation Service, or a similar provider. Such impartial agency provider shall have all of the powers and responsibilities of the administrator as set forth in this Article. The impartial agency provider shall be mutually selected by the County and the participating Labor Organizations. The provider’s fee shall be shared equally by the County and the participating Labor Organizations.

8. SELECTION OF ADMINISTRATOR

A. The selection of the LRA will be conducted through competitive negotiation, in accordance with procedures ordinarily used by the County for the selection of service providers through the competitive bidding process. Proposals will be evaluated by a panel that will consist of an equal number of County representatives and either (i) representatives of those Labor Organizations that have notified the County Executive of their interest in representing Bargaining Units permitted by this ordinance, if no Exclusive Representatives have been recognized at the time the selection process begins, or (ii) representatives of the Exclusive Representative for any Bargaining Unit(s) permitted by this Chapter.

B. The panel shall evaluate and rank all proposals and recommend up to the three highest-ranked offerors for presentation to the County Executive for approval. The County Executive shall approve one of the offerors presented to him/her as the LRA.

C. If the LRA dies, resigns, becomes disabled, or otherwise becomes unable to continue to serve, the County Executive may either appoint a new administrator from the list from which that LRA was selected or request that a new list be created through the process outlined in this section. The newly selected LRA will serve the remainder of the previous administrator’s term.

D. The LRA's services shall be subject to termination by mutual agreement of the County Executive and the majority of the Exclusive Representatives certified under this ordinance, if any. If no Labor Organizations have been certified as an Exclusive Representative, then the administrator's services shall be subject to termination by the County Executive, with Board of County Supervisors' approval.

E. The LRA will be appointed for a term of four (4) years. An administrator appointed under this section may be reappointed for subsequent terms through the process outlined in subsections A and B above. The LRA shall serve on an as-needed basis during their term, when such need is requested by the County Executive. The LRA shall be paid an hourly or per diem rate which shall be specified in a contract between the LRA and the County.

SECTION 9. DUTIES OF ADMINISTRATOR

The LRA shall:

- (1) hold and conduct elections for certification or decertification pursuant to procedures established by the LRA and the provisions of this Chapter and issue the certification or decertification, or cause these actions to occur;
- (2) request from the County or a Labor Organization, and the County or such Labor Organization shall provide, any relevant assistance, service, and data (subject to any non-disclosure obligations) that will enable the administrator to properly carry out duties under this Chapter;
- (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 Chapter;
- (4) determine unresolved issues of employee inclusion in or exclusion from a Bargaining Unit identified in this Chapter;
- (5) obtain any necessary support services and make necessary expenditures in the performance of duties, subject to appropriation;
- (6) for negotiation of an initial collective bargaining agreement only, determine any issue regarding the negotiability of any collective bargaining proposal as a subject of bargaining permitted under this Chapter; and
- (7) exercise any other powers and perform any other duties and functions specified in this ordinance of an administrative nature.

SECTION 10. CERTIFICATION AND DECERTIFICATION OF EXCLUSIVE BARGAINING REPRESENTATIVE

- A. There can be only one Exclusive Representative for each recognized Bargaining Unit.
- B. The Request for Certification/Decertification process is as follows:
 - 1. A Labor Organization seeking certification as the Exclusive Representative of a Bargaining Unit must submit to the LRA and the County’s Director of Human Resources a request for certification that includes a showing of interest (by presenting signed authorization cards, a petition with employee signatures, or evidence of currently effective dues payment authorizations) supported by at least 30% of the Bargaining Unit employees indicating their desire to be represented by the Labor Organization for purposes of Collective Bargaining. An “electronic signature,” as defined in §59.1-480(8) of the Virginia Code, shall be acceptable on such authorization card or petition. No request for certification may be filed prior to January 1, 2023.
 - 2. Any eligible employee in a Bargaining Unit may submit to the LRA and the County’s Director of Human Resources a request for decertification of the Exclusive Representative that includes a showing of interest (by presenting signed authorization cards, a petition with employee signatures, or evidence of currently effective dues payment authorizations) supported by at least 30% of the Bargaining Unit employees indicating their desire to decertify the Exclusive Representative. An “electronic signature,” as defined in §59.1-480(8) of the Virginia Code, shall be acceptable on such authorization card or petition.
 - 3. No authorization card or employee signature may be accepted as evidence of a desire to certify or decertify a Labor Organization if it was signed more than 12 months prior to the date on which the request is submitted to the LRA and the County’s Director of Human Resources.
 - 5. The LRA shall be required to verify the adequacy of the showing of interest using payroll or other records provided by the County prior to scheduling any election. Upon determination by the LRA of adequate support for a request for certification or decertification, they will provide public notification of the request. Any additional interested Labor Organization must submit a petition of intervention to the LRA and the County’s Director of Human Resources, which must be accompanied by authorization cards or a showing of interest petition signed by not less than 30% of the employees in a recognized Bargaining Unit within 10 days of the publication of the notice of pending election.
 - 6. The LRA will establish procedures for a secret ballot election in consultation with the County and a Labor Organization that has presented a sufficient showing of interest. The election may take place either by mail ballot or in person, as agreed to by the parties. If no agreement is reached, the manner of the election shall be ordered by the LRA. The election will begin no later than 45 days after the LRA finds an adequate showing of interest unless a longer period is agreed to by the parties or ordered by the LRA.

7. The LRA shall preside over the election. The election may include observers as approved by the administrator.

8. Eligible voters must be employed in the Bargaining Unit as of the date of the election.

9. The question(s) on the ballot will read: “Do you wish to be represented for purposes of collective bargaining by [Name of Labor Organization]?” followed by “yes” or “no” for each participating Labor Organization (with an accompanying instruction to vote “yes” for no more than one). In any election in which there is more than one Labor Organization on the ballot, there shall also be an option for an employee to select: “I do not wish to be represented by any Labor Organization on this ballot.”

10. If a Labor Organization receives the majority of the valid votes cast in the election, it shall be certified by the LRA and recognized by the County as the Exclusive Representative of all employees in the Bargaining Unit for purposes of collective bargaining. In any election where none of the choices on the ballot receives a majority of valid votes cast, a runoff election shall be conducted, with the ballot providing for a selection between the two choices receiving the highest number of ballots cast in the election. No Exclusive Representative may be certified unless it receives the majority of the valid votes cast in the election or runoff election. The LRA shall serve upon the County and the participating Labor Organization(s) a report certifying the results of the election.

11. The LRA’s certification of election results is final unless, within 14 days after service of the report and certification, any party serves on all other parties and files with the administrator objections to the election. Objections must be verified and must contain a concise statement or facts constituting the grounds for the objections. The LRA shall investigate the objections and, if substantial factual issues exist, shall hold a hearing. Otherwise, the LRA may determine the matter without a hearing. The LRA may accept written or oral arguments to assist it in determining the merits of the objections. If the administrator finds that the election was not held in conformity with this Chapter, or if the administrator determines that the outcome of the election was affected by conduct that is the subject of the objection(s), even if by third party interference, they shall require corrective action and order a new election. Otherwise, the LRA must confirm the certification initially issued. In any event, the LRA must make a determination as to whether or not to certify the election within 30 days of the filing of objections.

12. Recognition of the Exclusive Representative is valid from initial certification by the LRA until the certification of the results of a decertification election in which the majority of the valid votes cast in the election are in favor of decertification.

13. Requests for decertification may be filed not less than one year after the date the Exclusive Representative was certified. If a collective bargaining agreement is in effect, such a petition must be filed within the 60-day period between the 180th and 120th day before the expiration date of the collective bargaining agreement. If a collective bargaining agreement expires and a successor agreement is not in place, a request for decertification may be filed at any time prior to the ratification of a successor agreement.

14. An Exclusive Representative shall be deemed decertified only after a secret ballot election held in accordance with the procedures set forth in this Section. No Exclusive Representative may be decertified unless the majority of the valid votes cast in the election are in favor of decertification. If the result of the vote is in favor of decertification, it shall take effect immediately upon the certification of the election results by the LRA.

15. No election under this section may be conducted within 12 months of the certification of the results of a previous election.

16. Any Labor Organization which has or seeks certification as an Exclusive Representative shall file with the County's Director of Human Resources the name and current contact information for the agent authorized to receive notice of legal proceedings under this Chapter and a copy of the organization's current constitution and bylaws within 15 days of submitting a request for certification to the County Human Resources Office. All changes and amendments to the Exclusive Representative's constitution and bylaws shall be filed with the County's Director of Human Resources no later than 15 days after the effective date of such amendment. Any Labor Organization that fails to comply with the requirements of this subsection XX may not be or remain certified as an Exclusive Representative.

SECTION 11. COLLECTIVE BARGAINING

A. The County and an Exclusive Representative shall have a duty to bargain in good faith for the purpose of entering into a collective bargaining agreement. All collective bargaining shall occur only between the parties' respective designated representatives.

B. The County shall designate at least one, but not more than five, individuals to represent the County in collective bargaining.

C. The Exclusive Representative shall designate at least one, but not more than five, individuals to represent the Exclusive Representative in collective bargaining.

D. The County or the Exclusive Representative may initiate a request to engage in collective bargaining by submitting a written request to the other party.

E. The parties shall meet at reasonable times.

F. Employee members of an Exclusive Representative's team in collective bargaining negotiations will be compensated only if the negotiations take place during hours that the employee is scheduled to work. Employee members planning to participate directly as members of an Exclusive Representative's collective bargaining team during scheduled work hours must obtain pre-approval for the hours not worked in accordance with the applicable County leave policy. The County will not unreasonably deny such pre-approval. An employee member of an Exclusive Representative's team will not be compensated for hours bargaining when those hours do not overlap with hours that the employee is regularly scheduled to work.

G. Negotiations for a collective bargaining agreement may not begin until on or after April 1st of any year when an agreement is sought to be effective at the beginning of the next fiscal year. Any tentative collective bargaining agreement that affects the County's budget process and is intended to begin at the start of the upcoming fiscal year must be received by the Board of County Supervisors by December 1st of the year preceding the commencement of the upcoming fiscal year.

H. The County and the Exclusive Representative shall be required to engage in collective bargaining over wages, certain benefits, and Terms and Conditions of Employment. The subjects set forth in Section 5, Subsections A and B, County and Board of County Supervisor Rights, shall be considered prohibited subjects of Collective Bargaining.

I. A collective bargaining agreement is not valid if it extends for less than one year or for more than four years, but agreement extensions may be shorter while the parties continue to negotiate.

J. A collective bargaining agreement may include a grievance and arbitration procedure for the interpretation of contract terms and the resolution of disputes arising under the agreement. If a collective bargaining agreement includes such a procedure, it shall be the exclusive method for resolution of disputes arising out of an alleged violation or interpretation of a provision(s) of the agreement.

K. Except in the case of negotiations for an initial collective bargaining agreement between the County and an Exclusive Representative, any dispute as to whether a collective bargaining proposal is a mandatory subject of bargaining under this Chapter must be resolved through the Unfair Labor Practice provisions of Section 16 which require that the parties bargain in good faith.

SECTION 12. UNION DUES AND CHECKOFF

A. No agreement between the County and an Exclusive Representative shall compel an employee to become or remain a member of the Exclusive Representative's Labor Organization, or to pay union dues or membership fees. The County shall post a notice on its website and in all County buildings making employees aware of their rights under this section. Such notice shall be posted in a location where other notices of employee workplace rights are posted.

B. Any agreement between the County and an Exclusive Representative that an employee's union dues may be deducted from the employee's pay shall not be valid and enforceable unless an employee signs and dates a written authorization permitting such deductions to be made from their paycheck, pursuant to procedures set forth by the Department of Finance. All such authorizations shall be revocable by the employee by providing the Exclusive Representative and the County Payroll Office written notice not more than 30 days in advance of the effective date of the revocation. The County shall recognize and continue to deduct union dues pursuant to any previously provided written authorization to deduct union dues for those bargaining unit members who are also members of the Exclusive Representative.

SECTION 13. IMPASSE RESOLUTION

A. Mediation

1. If the Exclusive Representative and the County are unable to reach an agreement on or before September 15th of the year preceding the commencement of the upcoming fiscal year, either party may seek mediation through the LRA or a mediator selected through procedures established by the LRA.
2. A party seeking Mediation shall provide written notice to the other parties and the LRA at least 15 days before the anticipated first mediation meeting.
3. The parties shall share the costs of the services of the mediator equally.
4. Costs incurred by a party to prepare, appear, or secure representation, expert witnesses, or evidence of any kind shall be borne exclusively by that party.
5. The parties shall engage in Mediation for period of at least 15 days unless the parties mutually agree in writing to the termination or extension of the Mediation or reach an agreement.
6. The contents of a Mediation proceeding under this subsection may not be disclosed by the parties or the mediator, unless otherwise required by law.

B. Arbitration

If the County and exclusive bargaining agent are unable to reach agreement resolving any labor-management dispute or impasse submitted to mediation as provided for in this Chapter by any deadline set forth in procedures provided in this Chapter or adopted by the LRA, the mediator shall render findings of fact and require the parties to submit their statements of their final position on the issue(s) about which they continue to disagree. Thereafter, the labor-management dispute or impasse shall be submitted to final and binding arbitration, subject to the plenary authority of the Board of Supervisors to determine whether to appropriate funding for the tentative agreement. Such arbitration shall be conducted pursuant to procedures adopted by the LRA which shall, at a minimum, require the parties' joint selection of an arbitrator and shall provide for timing requirements that ensure the conclusion of impasse proceedings on a schedule that complies with Section 11.G. The parties shall share the costs of arbitration equally. In making a determination under this subsection, the arbitrator shall consider the following factors:

1. Stipulations of the parties;
2. The interests and welfare of the public;
3. The financial ability of the employer to meet the financial obligations in the proposed collective bargaining agreement;

4. The overall compensation presently received by the employees involved in the arbitration;
5. Comparison of wages, benefits, and working conditions of the employees involved in the arbitration proceedings with the wages, benefits, and working conditions of other persons performing similar services in the public and private sectors, if applicable;
6. Past collective bargaining agreements between the parties, including the past bargaining history that led to the agreements, or the pre-collective bargaining history of employee wages, benefits, and working conditions;
7. Comparison of working conditions of other Prince William County personnel; and
8. Such other factors that are normally or traditionally taken into consideration in the determination of wages, benefits, and working conditions of employment through voluntary collective bargaining, mediation, arbitration, or otherwise between the parties, in the public sector.

C. Effect of Impasse on Existing Collective Bargaining Agreement

1. If a collective bargaining agreement expires after the Exclusive Representative has given notice of its desire to enter into collective bargaining for a successor collective bargaining agreement, the terms and conditions of the expired collective bargaining agreement shall remain in effect until the earlier of:
 - a. The parties reaching a new agreement; or
 - b. One year from the date the collective bargaining agreement was scheduled to expire.
2. If the parties fail to reach a new agreement within the one-year period under Subsection 13.C.b, the terms and conditions of the expired collective bargaining agreement shall cease to be effective.

SECTION 14. APPROVAL OF TENTATIVE AGREEMENT

A. When an Exclusive Representative and the County reach a tentative agreement, they shall reduce it to a written collective bargaining agreement.

B. A collective bargaining agreement is not effective until it is ratified by:

1. The Board; and
2. A majority of the votes cast by the members of the Bargaining Unit in a ratification vote conducted by the Exclusive Representative.

C. A modification to an existing collective bargaining agreement is not effective until it is ratified by:

1. The Board; and
2. A majority of the votes cast by the members of the Bargaining Unit in a ratification vote conducted by the Exclusive Representative.

D. No collective bargaining agreement or modification to a collective bargaining agreement shall be effective or enforceable unless, prior to ratification by the Board, a fiscal impact study of the tentative collective bargaining agreement has been prepared by the County Office of Management and Budget and presented to the Board at a public Board meeting.

E. After an agreement or modification to an existing agreement has been ratified in accordance with subsections B or C, it shall be signed by the County Executive and an authorized representative(s) of the Exclusive Representative.

SECTION 15. STRIKES AND LOCKOUTS

A. No employee or Labor Organization may engage in any Strike in violation of Virginia Code §40.1-55, nor may the County engage in a Lockout.

B. Pursuant to Virginia Code § 40.1-55, any employee of the County 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 by the County in any position or capacity during the next 12 months after the conclusion of the Strike.

C. If the County, an employee, or a Labor Organization alleges a violation of the prohibition on strikes and lockouts at subsection (A), such allegation will be resolved in accordance with the procedures in Section 16 to address unfair labor practices.

SECTION 16. UNFAIR LABOR PRACTICES

A. County Unfair Labor Practices. It shall be an unfair labor practice for the County to engage in the following conduct:

1. Interfere with, restrain, or coerce, or retaliate against employees in the exercise of their rights guaranteed under this Chapter;
2. Dominate or interfere with any Labor Organization or contribute financial support to it;
3. Discriminate in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any Labor Organization;

4. Discharge or otherwise discriminate against an employee because of their exercise of rights under this Chapter, including for giving information or testimony in related processes;
5. Fail or refuse to negotiate in good faith with an Exclusive Representative; or
6. Willfully fail to comply with its obligations under this Chapter.

B. Labor Organization Unfair Labor Practices. It shall be an unfair labor practice for a Labor Organization or its representative or agent to engage in the following conduct:

1. Interfere with, restrain, or coerce, or retaliate against employees in the exercise of their rights guaranteed by this Chapter;
2. Deny membership in a Labor Organization or fail to represent an employee because of their participation in volunteer activities or their race, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, gender identity, genetic information, status as a service-disabled veteran, or any other basis prohibited by federal, state, or County law, ordinance, code, or regulation;
3. Fail to fairly represent an employee in a Bargaining Unit for which the Labor Organization is the Exclusive Representative concerning matters within the scope of Collective Bargaining and without regard to membership in the Labor Organization or dues-paying status;
4. Fail or refuse to negotiate in good faith with the County;
5. Retaliate against any employee for exercising their rights set forth in this Chapter, including filing charges against the Labor Organization or refusing to participate in Labor Organization activities;
6. Violate Virginia Code § 40.1-55 and/or the provisions of Section 15 of this Chapter; or
7. Willfully fail to comply with its obligations under this Chapter.

C. Procedure

1. In the event that a claim is made that an unfair labor practice has been committed by either the County or a Labor Organization, the complaining party shall file with the LRA a verified complaint setting forth a detailed written statement of the alleged unfair labor practice no later than 30 days after the occurrence of the alleged unfair labor practice. The complaining party shall also be responsible for serving a copy of the complaint on all other parties to the proceeding. The responding party shall have the right to serve a written answer to the complaint within ten days after service of the complaint. The complaint and answer shall be served by email and regular mail. Service upon the County shall be effective when made on the County Executive. Service upon a Labor Organization shall be effective when made upon the agent designated in Section XX of this Chapter [Certification and Decertification of Exclusive Bargaining Representative # 16]

2. The LRA shall conduct a preliminary investigation of the alleged violation and, if they determine that the charge has no legal or factual basis, may dismiss the charge. If the charge is not dismissed, the charge shall be referred to an impartial arbitrator for disposition in accordance with procedures to be established by the LRA. The cost of the impartial arbitrator shall be shared equally by the parties to the proceeding, subject to the right of an Employee who prevails in any such proceeding to recover attorneys' fees and costs in accordance with paragraph 4 of this Section.

3. The arbitrator shall issue written findings and conclusions. If the arbitrator finds that a party has violated one or more of the provisions of this Section, they 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. If the party filing an unfair labor practice charge is an Employee, "affirmative relief" shall include the recovery of reasonable attorney's fees and costs from the non-prevailing party which are incurred by the Employee, including reimbursement of the Employee's share of the cost of arbitrator's fee.

4. Any party aggrieved by a decision of an arbitrator issued pursuant to this section XX may, within 21 days from the date such decision is issued, appeal to the Circuit Court for Prince William County to obtain judicial review pursuant to the Uniform Arbitration Act, Virginia Code §§ 8.01-581.01 *et. seq.*

SECTION 17. CONFLICTS; GOVERNING LAW

A. In the event of conflict with other County ordinances, the provisions of this Chapter shall govern. In the event of a conflict with any state or federal law or regulation applicable to the County and the subject matter of this Chapter, state or federal law or regulation shall prevail unless such law or regulation provides otherwise.

B. The policies and procedures, administrative directives, and workplace practices of the County and its departments, agencies, offices, and divisions shall govern employee relations

unless there is a direct conflict with a collective bargaining agreement approved by the Board. Where a direct conflict exists, the collective bargaining agreement shall govern.

- C. Any collective bargaining agreement approved by the Board pursuant to this Chapter shall be governed and interpreted in accordance with the Constitution and laws of the Commonwealth of Virginia and this Chapter.
- D. In the event of a conflict between a collective bargaining agreement and this Chapter, this Chapter, as may be amended, shall govern.

SECTION 18. COMPUTATION OF TIME

A. In general. In computing a period of time described in this Chapter, the day of the event or action after which the designated period of time begins to run shall not be included.

B. Last day. The last day of the period of time computed under subsection A of this section shall be included unless it is a Saturday, Sunday, or County holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or County holiday.