

**PRINCE WILLIAM COUNTY
LABOR RELATIONS ADMINISTRATOR**

**PROCEDURES
RELATED TO THE ADMINISTRATION
OF THE COLLECTIVE BARGAINING
ORDINANCE**

Adopted as of September 9, 2024

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Overview

Pursuant to the Prince William County (“PWC”) Collective Bargaining Ordinance (“Ordinance” or “CBO”), the PWC Labor Relations Administrator (“LRA”) adopts the following procedures for the administration of the Ordinance. These procedures must be read in conjunction with the CBO and applicable law.

References to “days”, unless otherwise specified, will mean “calendar days.” In the event an applicable deadline falls on a weekend or County holiday, the deadline will be extended to the first business day thereafter.

The LRA will take such other actions as, in the LRA’s discretion, may be necessary to administer the CBO and procedures herein. At the LRA’s discretion, these procedures may be revised. Proposed revisions will be distributed to the County and Exclusive Representatives and an opportunity to comment on any proposed changes will be provided prior to adoption.

I. Elections

A. Petitions

Per the CBO, a petition to conduct an election will specify the name and contact information of the Labor Organization (“Petitioning Labor Organization”), identify the bargaining unit(s) it seeks to represent, and contain a statement certifying at least 30% of employees included in the bargaining unit wish to be represented. The petition and administratively acceptable evidence demonstrating a showing of interest will be submitted to the LRA and the County’s Director of Human Resources.

In the event the Petitioning Labor Organization does not submit the administratively acceptable evidence to demonstrate a showing of interest electronically (via email), the Petitioning Labor Organization will separately arrange with the LRA a time and place to deliver to the LRA the administratively acceptable evidence. The Labor Organization will arrange the evidence alphabetically by last name, where possible. The administratively acceptable evidence will be kept confidential by the LRA and returned to the Labor Organization following the LRA’s review.

Upon receipt of a petition to conduct an election, the LRA will request and the County will provide to the LRA a list of employees included in the petitioned for bargaining unit as of the later of: (a) the last full pay period prior to the filing of the petition or (b) the last full pay period prior to the

LRA's request. The list will be provided by the County within five (5) days of the LRA's request ("Initial Bargaining Unit List"). The Initial Bargaining Unit List will include last name, first name, department, work location, job title, employee identification number, and work email address. The Initial Bargaining Unit List will be arranged alphabetically by last name. The LRA will utilize said list to verify a showing of interest.

The LRA will verify if the petition meets the requirements of the CBO and the required threshold to demonstrate a showing of interest. In the event the LRA determines the threshold for a showing of interest was not met, the LRA will inform the Petitioning Labor Organization and the County and return the administratively acceptable evidence to the Petitioning Labor Organization. In the event the LRA determines a showing of interest was demonstrated, the LRA will inform the Petitioning Labor Organization and the County and return the administratively acceptable evidence to the Petitioning Labor Organization. Upon the LRA's determination that a showing of interest was demonstrated, the LRA will also direct the County to provide the Petitioning Labor Organization with the Initial Bargaining Unit List and the County will provide the list to the Petitioning Labor Organization no later than two (2) days from the LRA's notification that a showing of interest was demonstrated.

Following the LRA's verification of the showing of interest, the LRA will request, and the County will facilitate, a posting of Notice of Petition and Opportunity to Intervene on the LRA webpage. The content of the notice will include: name of Petitioning Labor Organization; bargaining unit; date of posting; and requirements for intervention. The County will also post hard copies of the Notice of Petition and Opportunity to Intervene if requested by the LRA. Further, the LRA will request, and the County will facilitate the LRA sending by email a copy of the Notice of Petition and Opportunity to Intervene to all employees included on the Initial Bargaining Unit List.

If, within 10 days of the publication of the Notice of Petition and Opportunity to Intervene, another Labor Organization(s) ("Intervening Labor Organization") submits a petition to the LRA and the County Director of Human Resources, with the required content as delineated in the CBO and these procedures, the Intervening Labor Organization must also submit, within the aforementioned 10 days, administratively acceptable evidence to demonstrate a showing of interest. In the event the Intervening Labor Organization does not submit the administratively acceptable evidence to demonstrate a showing of interest electronically (via email), the Intervening Labor Organization will separately arrange with the LRA a time and place to deliver to the LRA the administratively acceptable evidence. The Intervening Labor Organization will arrange the evidence alphabetically by last name, where possible. The administratively acceptable evidence will be returned to the Intervening Labor Organization following the LRA's review. The LRA will confirm receipt and provide notice of the Intervening Labor Organization's petition to the Petitioning Labor Organization and the County.

The LRA will determine whether a showing of interest was demonstrated utilizing the Initial Bargaining Unit List for comparison with the administratively acceptable evidence submitted by

the Intervening Labor Organization. In the event the LRA determines the threshold for a showing of interest was not met, the LRA will inform the Intervening Labor Organization, the Petitioning Labor Organization, and the County, and return the administratively acceptable evidence to the Intervening Labor Organization. In the event the LRA determines a showing of interest was demonstrated, the LRA will inform the Intervening Labor Organization, Petitioning Labor Organization, and the County. Upon the LRA's determination that a showing of interest was demonstrated, the LRA will also direct the County to provide the Intervening Labor Organization with the Initial Bargaining Unit List. The list will be provided no later than two (2) days from the LRA's determination that a showing of interest was demonstrated.

B. Bargaining Unit Composition

Within ten (10) days from the date of the Notice of Petition, the County will provide to the LRA and the Petitioning Labor Organization a list of any individual employees assigned to job titles who would otherwise be included in the petitioned for bargaining unit, that the County asserts should not be included in the bargaining unit per the exclusions provided in the CBO. The County will also provide an explanation of the exclusion(s) asserted.

Within five (5) days following receipt from the County of the exclusions asserted, the Petitioning Labor Organization will respond in writing to each exclusion asserted, indicating agreement or disagreement and, in the event of disagreement, an explanation of the Petitioning Labor Organization's position as to each disputed individual employee(s). The Petitioning Labor Organization will also indicate if there are any additional job titles which the County did not include on the Initial Bargaining Unit List and which the Petitioning Labor Organization asserts should be included in the bargaining unit. These submissions will be provided by the LRA to any Intervening Labor Organization which successfully demonstrates a showing of interest and the LRA will provide the Intervening Labor Organization an opportunity to submit written positions within five (5) days of said notice.

After review of the submissions, the LRA will determine if the LRA requires further information in order to make determinations. If the LRA determines further information is required, the LRA will specify the process by which said information will be provided, which may include a hearing. The LRA will make written determinations and provide said determinations to the County and Labor Organization(s) prior to the election.

C. Informal Election Conferences

The LRA will provide notice to the County and any Labor Organization(s) that demonstrated a showing of interest of the date of an Informal Election Conference. The date of the informal election conference will be within forty (40) days of the LRA's receipt of the initial petition and administratively acceptable evidence but in no event prior to the expiration of the ten-day opportunity to intervene.

Informal election conferences will be conducted by the LRA with the County and Labor Organization(s) to discuss the method and manner in which the secret ballot election will be conducted, including whether the election will be conducted via electronic and/or telephonic voting, mail ballot, in-person, or otherwise; the ballot question as specified by the CBO; and any other topics the LRA deems pertinent. The purpose of the conference will be to reach consensus between the County and Labor Organization(s) culminating in an Election Agreement approved by the LRA. In the event there is no consensus and approval, the LRA will make determinations and provide an Order of Election detailing the method and manner in which the secret ballot election will be conducted.

D. Notices

The County will provide the LRA and Labor Organization(s) an alphabetic list of eligible voters (“Eligible Voter List”) no later than three (3) days following the Election Agreement or Election Order. The list will include last name, first name, department, work location, job title, employee identification number, and work email address.

At least three (3) days prior to the beginning of the voting period, the LRA will request, and the County will facilitate a posting of Notice of Election on the LRA webpage. The content of the notice will include, at minimum: the voting period and manner of election, the text of the ballot, including the name(s) of any Labor Organization(s) and a choice of “no representation”, and instructions concerning how to seek assistance from the LRA. The County will also post hard copies of the Notice of Election if requested by the LRA. Further, at least three (3) days prior to the beginning of the voting period, the LRA will request, and the County will facilitate the LRA sending an email to all employees on the Eligible Voter List a copy of the Notice of Election.

The LRA will coordinate and oversee the administration of the secret ballot election by a third-party election provider or, in the event of an in-person election, oversees the election and any neutrals selected by the LRA to assist with the election. The County will meet with the LRA and third-party election provider to discuss and resolve administrative details relevant to the election. For example, in the event of an e-election, the County Information Technology personnel will work with the third-party election provider to ensure appropriate measures are taken to allow receipt of election materials from the third-party election provider to bargaining unit work email addresses.

E. Conducting Secret Ballot Elections

1. E-Election Option

In the event of an electronic election (“e-election”), the third-party election provider, under the supervision of the LRA, will email each eligible voter instructions to cast an e-ballot. The

instructions must advise the voter of the date and time by which electronic ballots must be cast. A date will be set for the tallying of ballots by the third-party election provider under the supervision of the LRA. Upon receipt of the tally from the third-party election provider, the LRA will simultaneously convey the results to the County and Labor Organization(s).

2. Mail Ballot Option

In the event of a mail ballot election, the third-party election provider, under the supervision of the LRA, will mail each eligible voter a ballot, ballot security envelope, pre-addressed stamped return envelope, and instructions. The instructions must advise the voter of the date by which envelopes must be received.

In the event of a mail ballot election, a date will be set for the tallying of ballots by the LRA and must be tallied by the LRA or third-party election provider under the supervision of the LRA and in view of the observers respectively selected by the County and the Labor Organization(s), and as approved by the LRA per the CBO. The tallying of mail ballots may be conducted in-person or virtually as determined by the LRA.

3. In-Person Option

In the event of an in-person election, the LRA, or neutral(s) designated by the LRA, will supervise the election, ensuring individuals who seek to cast a ballot are eligible to vote (utilizing the Eligible Voter List) and are only permitted to cast one ballot. The County and the Labor Organization(s) appearing on the ballot may each designate observer(s), as outlined in the Election Agreement or Election Order.

There shall be no electioneering within the building(s) where in-person voting is held.

The LRA or neutral designated by the LRA will count all valid ballots cast in the presence of the observers. If a ballot is defaced or marked in a manner that makes the voter's preference indeterminable in the judgment of the LRA, the ballot will be declared void by the LRA.

F. Election Outcomes

The LRA will issue or cause to be issued by the third-party election provider under the supervision of the LRA, a report certifying the results of the election. The LRA's certification of election results will be final if no objections to the election by any party to the election are received by the LRA within 14 days. Any objections received will be resolved by the LRA in accordance with the process determined necessary by the LRA and the CBO.

G. Notice of Election Results

Upon expiration of the objection period and/or resolution of objections received, if any, the LRA will provide and direct the County to post Final Notice of Election Results utilizing the same methods used when providing notice of election to the bargaining unit employees.

H. Decertification

In accordance with Section 2-217 of the CBO, a petition for decertification will be submitted to the LRA, the County Director of Human Resources, and the Exclusive Representative. Administratively acceptable evidence will be provided to the LRA, who will keep such information confidential. The LRA will verify the showing of interest in the same manner delineated for certification elections, provide notices, and conduct a decertification election in a manner similar to that delineated for certification elections.

I. Modification of Bargaining Unit

If, after election and certification of an Exclusive Representative for a bargaining unit, a new position, one not already included in the bargaining unit, is created that may be appropriately included in a bargaining unit, the County will provide notice to the Exclusive Representative and the LRA. The County and the Exclusive Representative may agree that the new position is properly included in or excluded from the bargaining unit and the parties will inform the LRA. The LRA will codify any agreement in an Order. In the event of disagreement as to whether the position is appropriately included in the bargaining unit, the party asserting the position is appropriately included will file a request for the LRA to make a bargaining unit modification, with a copy to the opposing party. The LRA may direct the parties to provide written submissions, conduct an informal conference, and/or order a hearing. The LRA will determine whether said position is included in the bargaining unit pursuant to the provisions of the CBO.

If, after election and certification of an Exclusive Representative for a bargaining unit, the County or the Exclusive Representative assert a position is, by virtue of changed circumstances, no longer appropriate in the established unit or is an appropriate addition to the established unit, per the criteria set forth in the CBO, the County or the Exclusive Representative may assert said position to the County or Exclusive Representative and the LRA. Upon the filing of a request for unit modification, the LRA will provide email notice to any impacted employee. The content of the notice will be determined by the LRA and will include: name of petitioning party; bargaining unit; position(s) at issue; date of posting; and instructions as to how the Exclusive Representative, impacted employee(s), and the County may provide written comments. In the event of an agreement by the parties to include or exclude the position from the bargaining unit, the LRA will codify the agreement in an Order. In the event of disagreement as to whether the position is appropriately included or excluded from the bargaining unit, the LRA may direct the County and the Exclusive Representative to provide written submissions, and/or conduct an informal conference, and/or order a hearing. The LRA will determine whether said

position is included or excluded from the bargaining unit pursuant to the criteria established by the CBO.

II. Electronic Filings & Notices

Any filings, including but not limited to petitions, objections, unfair labor practice charges, answers, briefs, notices, requests for subpoenas, motions, orders, and decisions, will be transmitted electronically to or from the County email address designated for the LRA to the LRA. Service to the opposing party will be made in accordance with the CBO. All communications to and from the LRA, including but not limited to notices, scheduling order, and decisions, will be transmitted via the County email address designated for the LRA's exclusive use.

III. Good Faith Bargaining & Negotiability Determinations

A. Determinations Involving Initial Collective Bargaining Agreements

Per the CBO, during the course of negotiations for an initial collective bargaining agreement, if an issue arises as to whether a proposal or aspects of a proposal are mandatory, permissive, or prohibited, the party presenting the proposal may file a request for a negotiability determination(s) from the LRA utilizing the expedited process outlined below.

If a party, during the course of negotiations for an initial collective bargaining agreement, chooses to request a negotiability determination under this expedited process, the request will be submitted no later than fifteen (15) days following a written communication from the other party to the negotiations asserting that a matter is permissive and/or prohibited. A party is permitted to submit a request for negotiability determination based on a verbal assertion that a matter is not a mandatory subject of bargaining; however, verbal assertions will not trigger the fifteen-day (15) time period previously referenced. A request for negotiability determination will include a complete statement of the negotiability issue, a copy of the proposed or existing proposals at issue, specific reference to any applicable CBO provision(s) and/or statute(s), written communication from the other party to negotiations asserting that a proposal is either permitted or prohibited, if any, and any other relevant information.

The responding party may file an answer and supporting brief within ten (10) days of receipt of the request for negotiability determination(s) to the LRA and the opposing party.

The requesting party may file a reply brief within five (5) days of receipt of the answer and supporting brief to the LRA and the opposing party.

The LRA may, if the LRA deems necessary, conduct an informal conference and/or order an expedited hearing. The LRA will endeavor to issue a written decision within 30 days of receipt of the reply brief or close of the informal conference and/or expedited hearing, whichever is later.

B. Determinations Involving Successor Collective Bargaining Agreements

In accordance with the CBO, any dispute as to whether a collective bargaining proposal is a mandatory subject of bargaining which arises outside the context of negotiations for an initial collective bargaining agreement must be resolved through the Unfair Labor Practice provisions and process of the CBO and these procedures.

IV. IMPASSE RESOLUTION

A. Selection of a Mediator to Assist in the Resolution of Collective Bargaining Impasses

Absent an agreement of the parties, no later than 45 days from the first bargaining meeting, the parties will select a neutral to serve as mediator in the event of a collective bargaining impasse. Such selection may be made by:

1. By joint agreement of the parties on the individual selected to serve as mediator; or
2. By joint agreement of the parties to request mediation services be provided by the Federal Mediation and Conciliation Service; or
3. The LRA will provide the parties with a list of three (3) neutrals from whom to select a mediator. Such selection will include a telephonic, in-person, or virtual discussion between the advocate of each party during which each will strike a name until one neutral remains. The party making the first strike will be chosen by random method.

Whatever the method utilized, the parties will inform the LRA of the individual selected to serve as mediator. In the event the parties are unable to agree on one of the methods provided above for the selection of a mediator, option three will be the default method of selection. The parties are responsible to make appropriate arrangements to ensure the mediator selected is available to mediate in the event of impasse.

B. Selection of an Arbitrator to Resolve Collective Bargaining Impasses

No later than 45 days from the first bargaining meeting, the parties will select a neutral to serve as arbitrator in the event of a collective bargaining impasse. Such selection may be made by:

1. By joint agreement of the parties on the neutral selected to serve as arbitrator; or
2. By joint agreement of the parties to request a list of neutrals with experience in public sector labor relations and who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service (FMCS) or like organization. The parties will utilize the organization's process for striking or ranking to select the arbitrator; or
3. The LRA will provide the parties with a list of neutrals with experience in public sector labor relations from whom to select an arbitrator. Such selection will include a telephonic, in-person, or virtual discussion between the advocate of each party during which each will

alternatively strike a name until one neutral remains. The party making the first strike will be chosen by random method.

The same individual may be selected by the parties to serve as mediator and arbitrator if mutually agreed by the parties.

Whatever the method utilized, the parties will inform the LRA of the individual selected to serve as arbitrator. In the event the parties are unable to agree on one of the three methods provided above for the selection of an arbitrator, option three will be the default method of selection. It is the responsibility of the parties to make appropriate arrangements to ensure the arbitrator selected is available to conduct a hearing and render a decision in accordance with the timeframes set forth in the CBO and these procedures.

Once selected, the Arbitrator shall convene a virtual or telephonic conference with the parties to establish deadlines as follows:

1. A date on which the parties will submit to the Arbitrator and exchange final last best offers (LBOs) on each outstanding issue to the Arbitrator. Such deadline will be in advance of the hearing.
2. A date on which the parties will exchange witness lists and exhibits prior to hearing.
3. The date(s) of the hearing, which shall be held, prior to November 1st, absent an agreement by the parties or extension granted by the LRA.
4. The Arbitrator shall render their award no later than November 20, absent an agreement by the parties or extension granted by the LRA.

The Arbitrator shall send a copy of the award, by email, to the parties and the LRA.

The parties will equally share the cost of the arbitrator.

V. Unfair Labor Practice Charges (ULPs)

A. ULP Filing & Answer

ULPs will be processed in accordance with the CBO utilizing the ULP Form created and provided by the LRA and setting forth a detailed written statement of the alleged ULP. The ULP Form will be available on the LRA's webpage and as otherwise determined by the LRA. In accordance with the CBO, a charge must be filed with the LRA within 30 days after the occurrence of the alleged ULP. The Responding Party may file a written answer to the ULP within 10 days of receipt of the ULP.

B. LRA Investigation & Informal Conferences

The LRA will review the submissions of the parties and schedule an informal conference. The informal conference will include but not be limited to an exploration of whether a voluntary agreement may be reached prior to the LRA's determination of whether to dismiss the ULP or

refer the charge to an arbitrator for determination. Any communications shared in mediation or other settlement discussions will be kept confidential to the extent permitted by law and will not be admissible in any subsequent proceeding. The parties will provide the LRA with information the LRA deems relevant to the LRA's investigation of whether or not to dismiss the ULP.

C. Selection of Impartial Arbitrator, Arbitrator's Responsibilities, and Impartial Decision

In the event a ULP is not resolved by agreement of the parties and is not dismissed by the LRA, the LRA will provide the parties a list of five impartial arbitrators with experience in public sector discussion between the advocate of each party during which each will alternatively strike a name until one neutral remains. The party making the first strike will be chosen by random method. The parties will inform the LRA of the individual selected.

It is the responsibility of the parties to make appropriate arrangements to ensure the arbitrator selected is available to conduct a hearing within 45 days of selection and render an award within 30 days of the close of the hearing. The parties will equally share the cost of the arbitrator.

Once selected, the Arbitrator shall convene a virtual or telephonic conference with the parties to establish a schedule and take appropriate steps as follows:

1. A date on which the parties will exchange witness lists and exhibits prior to hearing.
2. The date(s) on which the hearing will be held.
3. Consider requests for subpoenas, if any, made by either party.
4. Ensure the parties make necessary arrangements to secure a transcript of the hearing, a copy of which will be provided to the Arbitrator, with the cost of such equally shared by the parties.

The Arbitrator's conduct shall be governed by the relevant provisions of the CBO, these procedures, and the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes.

The Arbitrator will send the award within 30 days, by email, to the parties and the LRA. The Arbitrator will also send their copy of the transcript of the hearing to the LRA.

The County will facilitate the LRA's posting of ULP decisions on the LRA webpage.

In the event any remedy is ordered by the Arbitrator, the responsible party will provide the LRA and the opposing party with evidence that the responsible party has complied with the order of remedy within 45 days of receipt of the award.

VI. Role of the LRA in Administration of Labor Relations Process

The LRA serves as the neutral responsible for the administration of the labor relations process, as set forth in the CBO. It is understood that the LRA will communicate with County personnel related to administrative support requested by the LRA to fulfill the LRA's duties (for example, the establishment and maintenance of a web presence). The LRA will also be available to all stakeholders to provide information related to the processes established herein. However, this provision is not intended to encourage or allow substantive ex parte communications between any party and the LRA concerning any disputes pending before the LRA or, in the discretion of the LRA, any disputes that may reasonably be foreseen to come before the LRA.