

FAUQUIER COUNTY BOARD OF SUPERVISORS PUBLIC SAFETY COMMITTEE

June 20, 2023

6:00 pm

**Warren Green Second Floor Conference Room
Warrenton, Virginia**

For Virtual Meeting Attendance Instructions

Please contact Tom Pavelko at

tom.pavelko@fauquiercounty.gov

AGENDA

- 1. Call to Order**
- 2. Introduction of Participants**
- 3. Approval of Agenda**
- 4. Approval of Minutes (04/18/2023)**
- 5. Communications Committee Update**
- 6. Lois VFD Renovation Plan Update**
- 7. Volunteer Staffing Mechanism Update**
- 8. Chapter 9 Rewrite**
- 9. I66 Blocking Vehicle**
- 10. Collective Bargaining Request**
- 11. Adjournment**

DRAFT

**Fauquier County Board of Supervisors’
Public Safety Committee
April 18, 2023**

MINUTES

1. Call to Order

Public Safety Committee Chairman, Chris Butler, called the meeting to order at 6:01 p.m.

2. Introduction of Participants

Present were:

- Mr. Chris Butler, Fauquier County Board of Supervisors (Lee District)
- Mr. Rick Gerhardt, Fauquier County Board of Supervisors (Cedar Run District)
- Sheriff Jeremy Falls, FCSO
- Ms. Erin Kozanecki, Deputy County Administrator
- Lt. Colonel Chad Brubaker, FCSO
- Mr. Kalvyn Smith, Interim Chief, DFREM
- Mr. Mike Gilliam, Assistant Chief, DFREM
- Mr. Tom Marable, FRA President
- Ms. Lisa Henty, Office of Management and Budget
- Mr. Chuck Kuhler, FCSO
- Joelle Kight, FCSO
- Mr. Kevin Swain, VFRA
- Ms. Angela Gibson, Department of Human Resources
- Ms. Carrie Horvath, Department of Human Resources
- Mr. Kenneth Nehm, IAFF Local 3762
- Mr. Tom Pavelko, Staff

3. Approval of the Minutes and Agenda

Supervisor Butler moved for approval of the current agenda and the minutes of the January 17, 2023 meeting. Seconded by Supervisor Gerhardt.

4. Communications Committee Updates

Joell Kight from the Sheriff's Office Communications Division presented 911 call data for the month of March 2023. She advised they are working to finalize a consultant for the CAD project. They are also in the process of testing software that shows staffing levels in the various stations.

5. Sheriff's Office Updates

Sheriff Falls indicated that they are transitioning from 40 caliber Glock handguns to 9mm Glock weapons. Studies and internal testing have shown that the 9mm weapons are more accurate and have less recoil. They are also implementing a new program for retired deputies wherein they will offer firearms training recertification events. These events will be followed by a luncheon for retirees and current staff to network. The Special Deputy Program is being discontinued due to lack of participation and cost effectiveness. Current participants may be offered part-time temporary positions. The Sheriff's Office is also working with a new vendor for School Zone photo enforcement. They hope to have this program online by the beginning of the next school year.

6. Radio System Update

Chuck Kuhler of the Sheriff's Office provided updates on the radio system. He confirmed the overall system is working well with the exception of the dual audio issues. Harris Corp has not been able to resolve the problem yet. They are also adding redundant routers to each radio site. This will provide for continuous coverage and backup in the event of a failure. With regards to equipment, they have found a few more defective mobile units. They are adding Wi-Fi access to the mobiles which will allow for access to the system. All vehicle chargers are being replaced. A few control heads will also need to be replaced. Mr. Kuhler also advised that Rappahannock County is going through some programming changes to their system. This will require some coordination from Fauquier to ensure continued communication between all parties and their respective systems. He was also notified that Loudoun County is switching their frequency ranges. This could be problematic due to the short notice and the amount of programing that needs to be done. Harris Corp will be involved in the reprogramming process.

7. **Chapter 9 Rewrite**

Supervisor Butler requested an update on the Chapter 9 rewrite. Tom Marable advised that the departments have been reviewing the document and providing feedback. Mr. Butler asked that all comments and feedback funnel through one person who will report them to the BOS. Mr. Marable will solicit comments from all Chiefs and update the Supervisors. Mr. Butler also indicated that the 90-day deadline can be extended to ensure the document satisfies all parties.

8. **Adjournment**

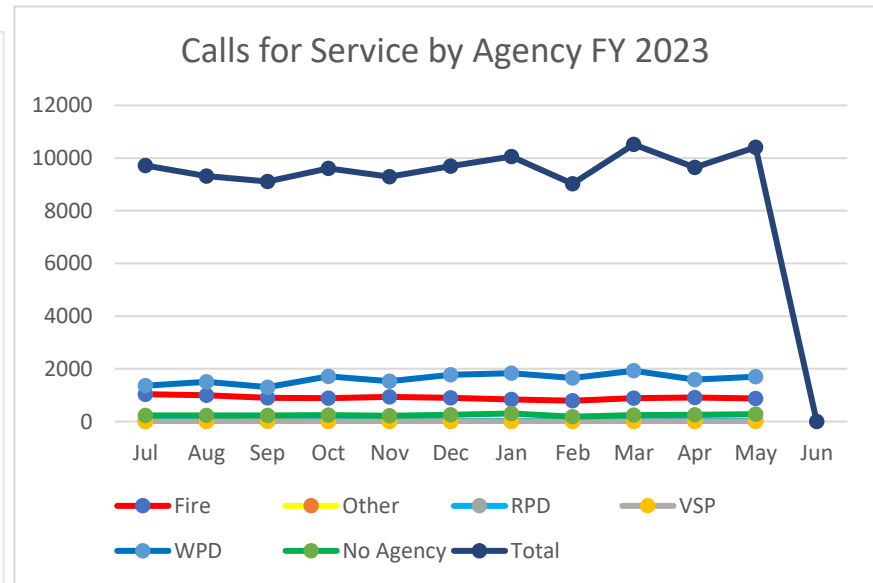
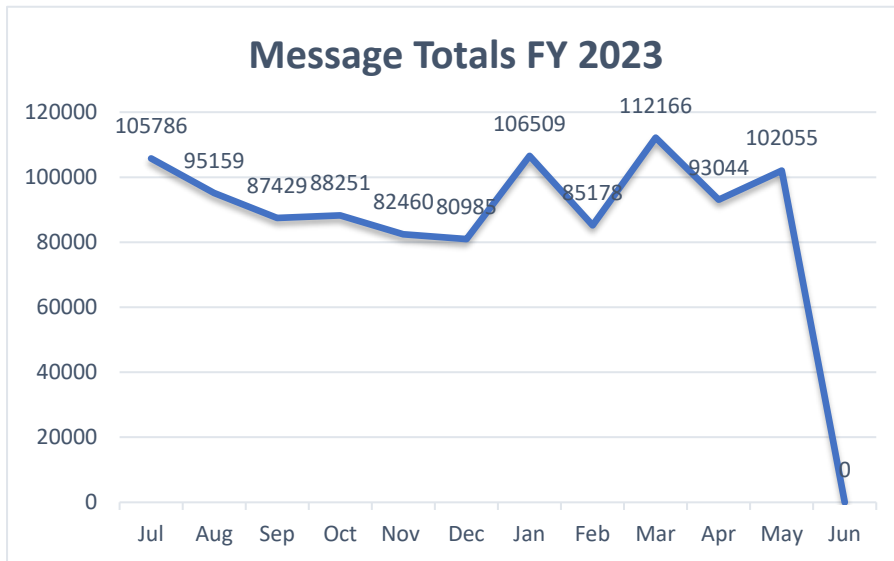
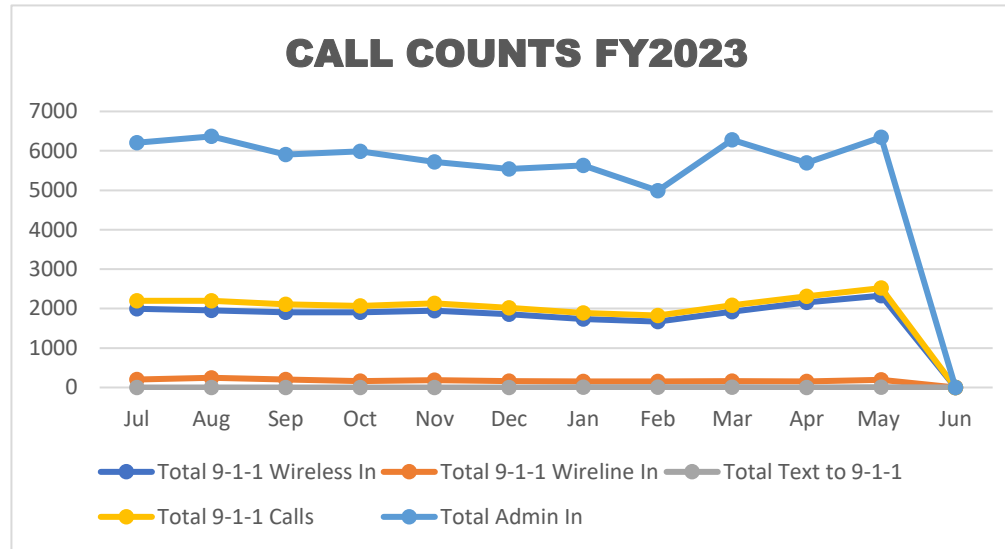
Hearing no further business, Supervisor Butler called for adjournment at 6:41 p.m. Generally concurred.

Given under my hand this 27th day of April 2023.

Thomas S. Pavelko, Staff to the Public Safety Committee



Fauquier County Sheriff's Office Communications Division

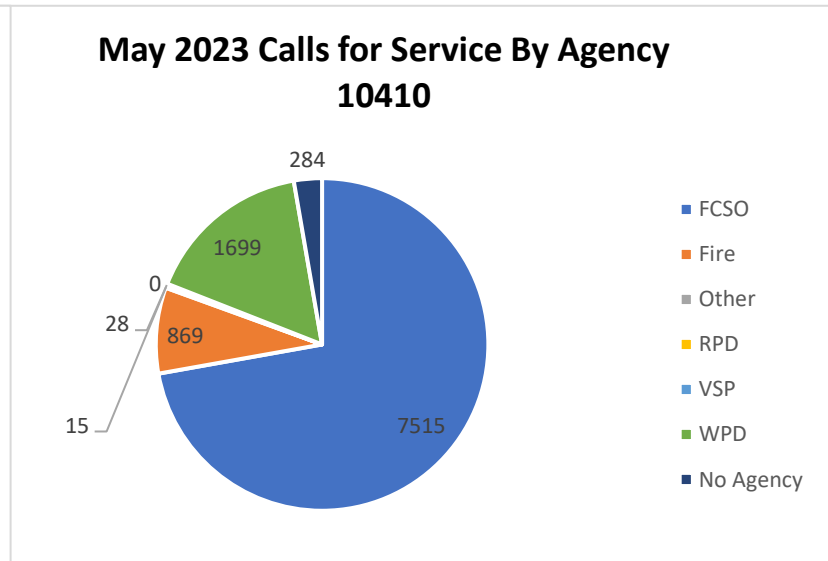
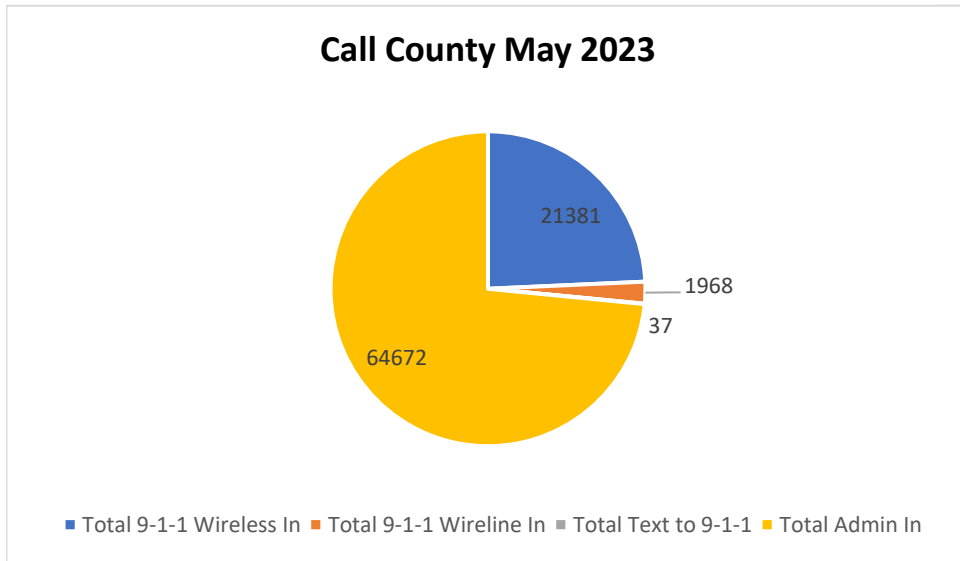
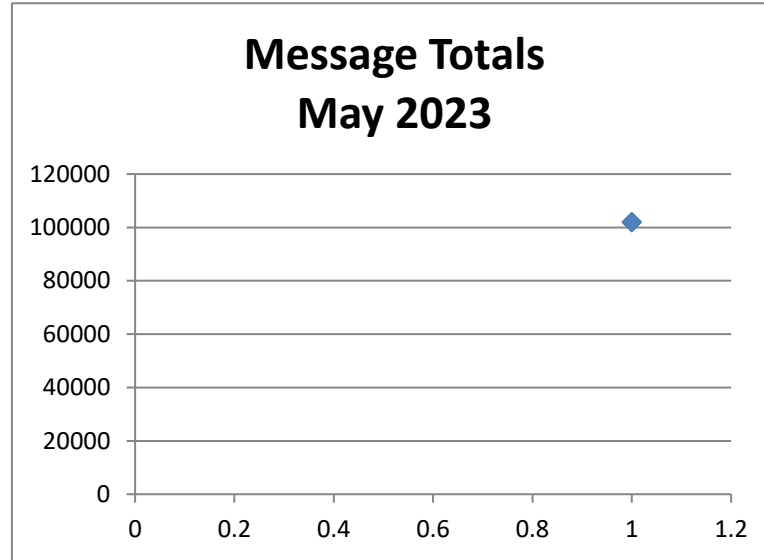


FY 2023	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Wireless	1831	1785	1751	1743	1797	1728	1590	1547	1772	2044	2205		19793
VOIP	163	168	153	162	150	130	149	126	149	115	123		1588
Unknown	0	0	0		0								0
Wireless Abandoned	0	0	0		0								0
TDD	0	0	0		0	0	0	0	0	0	0		0
Text to 9-1-1	2	0	2	3	2	2	4	8	6	3	5		37
Wireline In	206	246	202	160	183	159	153	154	163	150	192		1968
Wireline In Abandoned					0	0							0
Admin In	6208	6367	5909	5988	5718	5541	5628	4987	6282	5698	6346		64672
Admin Out	3269	3142	2811	2947	3156	3099	3161	2735	3582	3441	4003		35346

Total 9-1-1 Wireless In	1,994	1,953	1,904	1,905	1,947	1,858	1,739	1,673	1,921	2,159	2,328	0	21,381
Total 9-1-1 Wireline In	206	246	202	160	183	159	153	154	163	150	192	0	1,968
Total Text to 9-1-1	2	0	2	3	2	2	4	8	6	3	5	0	37
Total 9-1-1 Calls	2,200	2,199	2,106	2,065	2,130	2,017	1,892	1,827	2,084	2,309	2,520	0	23,349
Total Admin In	6,208	6,367	5,909	5,988	5,718	5,541	5,628	4,987	6,282	5,698	6,346	0	64,672
Total Incoming Calls	8,408	8,566	8,015	8,053	7,848	7,558	7,520	6,814	8,366	8,007	8,866	0	88,021
Total Outgoing Admin	3,269	3,142	2,811	2,947	3,156	3,099	3,161	2,735	3,582	3,441	4,003	0	35,346
FY 2023 Call Counts	8,410	8,566	8,017	8,056	7,850	7,560	7,524	6,822	8,372	8,010	8,871	0	88,058



Fauquier County Sheriff's Office Communications Division



Interstate 66 Roadway Response



FAUQUIER COUNTY OCCUPATIONAL HEALTH & SAFETY
COMMITTEE





FAUQUIER COUNTY
OCCUPATIONAL HEALTH &
SAFETY COMMITTEE



Bradford T. Clark, Lieutenant Hanover County, Virginia

FIRE DEPARTMENT RESPONSES TO ROADWAY INCIDENTS

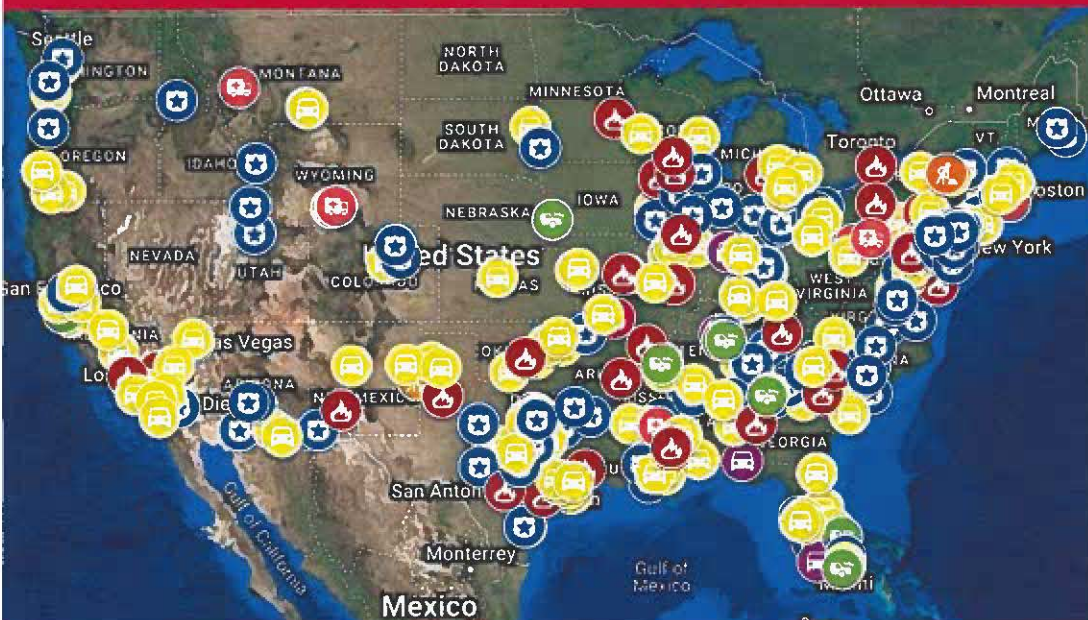
LOCAL FIRE DEPARTMENTS RESPONDED TO

5,282,000

INCIDENTS ON ROADWAY PROPERTIES IN 2018
14% of fire department responses were to roadway properties

TODAY
14,470

roadway responses
occur every day



177 Number of **EMERGENCY RESPONDERS**
STRUCK & KILLED
from 2019 to April 2022
as of 4/20/2022



2023 Statistics

(Since 1 January 2023)



72

Incidents on I 66.

30.3%

Units were forced to operate without
a 2nd blocking piece.

45.5%

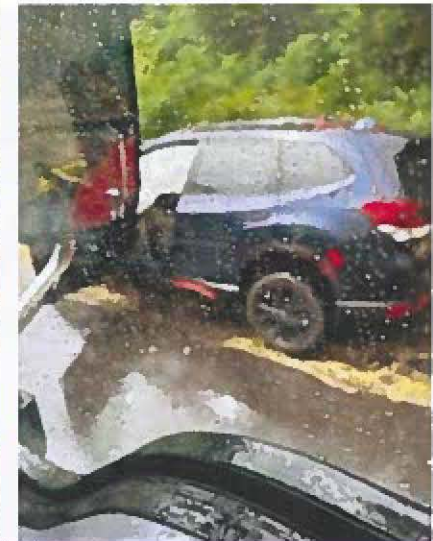
First-out units did not respond



I-66 Blocker Report

Total Roadway Incidents	77
Total Units Dispatched	132
Total Units Scratched	60
Second Due Dispatched	29
Total No 2nd Blocker	60

On June 15, 2023 Engine 3 was dispatched and arrived on the scene of a minor MVC. Engine 3 had lane two shut down, while the crew was exiting the engine the SUV came sliding to a stop and ended up right beside the officer door of engine 3. The vehicle had failed to yield to fire and rescue vehicles and swerved not to hit the engine and ended up between Engine 3 and the shoulder of the road. Had this happened just a few short seconds later technician Myers could have defiantly been struck while placing out cones. The vehicle airbags did deploy even though they did not strike the apparatus. This was a very scary moment for all involved. This is one of my biggest fears working at station 3 and constantly running I-66 without proper staffing and blocking apparatus. Luckily, this time no one was injured or killed. My even-bigger concern is that with Station 3 only having 3 personnel assigned that this same incident could easily happen during the night-time hours, while Engine 3 does not have staffing and Station 4 is unstaffed. We must wait until Warrenton or Upperville arrived to block. In most cases, we have already packaged the patient before a blocker ever shows up on the scene. Having a blocker in the first 10 minutes on 66 is the most important until traffic gets slowed down. I am writing this email to inform you of the situation that took place and to let you know this is a very dangerous situation we are putting our people in daily in Marshall. -Lt. Matt Nugent



Occupational Health & Safety Committee Short-Term Recommendations



01

During hours of reduced staffing, prioritize changing our apparatus to an engine company-first configuration. Second due EMS companies are given priority for responding to emergencies, and proper blocking is established as a preliminary measure.

02

Assign a fourth person at 1103 who will specialize as a tanker driver. This individual can respond alongside the EMS unit and provide blocking support for EMS personnel.

03

Ensure that the third person assigned to 1103 is a qualified tanker driver. Reconfigure the response matrix to split crews between the EMS unit and the tanker, ensuring both units respond in tandem.

04

Establish a Memorandum of Understanding with the Virginia Department of Transportation (VDOT) to secure their assistance on the interstate.

CHAPTER XX LABOR RELATIONS

XX.01 SHORT TITLE.

This chapter shall be known and cited as the “Fauquier County Collective Bargaining Ordinance.”

XX.02 PURPOSE

It is the purpose of this chapter to promote collaborative relationships between the County and its employees, subject to the duty of the County to protect the health, safety, and welfare of its citizens and the duty to ensure the uninterrupted operations and functions of government. The Fauquier County Board of Supervisors (Board) adopts this chapter to: (1) grant its employees the right to representation by an employee organization; (2) authorize the County to recognize, bargain with, and enter into a written collective bargaining agreement with an employee organization as the exclusive bargaining representative for an employee bargaining unit; and (3) establish procedures to resolve labor-management disputes and provide for the protection of the rights of the County, County employees, and the public at large.

XX.03 DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Note that the definitions of the terms “confidential employee,” “managerial employee,” “supervisor,” and “temporary employee” listed below apply only to the Collective Bargaining Ordinance and do not impact the definitions of these terms as they may be used in the Fauquier County Human Resources Handbook or other personnel documents.

Benefits means, employer contributions and premium cost sharing for the employee group health plan, and all other employee benefits, for which the County has exclusive or discretionary control over, and the County is solely responsible for, funding, plan design, administration, and/or governance. This term shall not include benefits provided or administered solely by the Commonwealth of Virginia through the Virginia Retirement System or otherwise, or benefits established and administered in accordance with the Code of Virginia over which the County does not have discretion or control.

Board of Supervisors or Board means the Fauquier County Board of Supervisors.

County means the County of Fauquier acting through its County Administrator or the County Administrator's designee.

Collective Bargaining means to perform the mutual obligation of the County, by its representatives, and the exclusive bargaining representative of employees in a bargaining unit, to meet and negotiate in good faith at reasonable times and places regarding wages, benefits, and working conditions, and procedures to resolve employee grievances, including disciplinary matters subject to the grievance process as set forth in Chapter xxx of the Human Resources Handbook, with the good faith intention of reaching an agreement remaining in effect until superseded by a new agreement. Any agreement reached by collective bargaining shall be subject to appropriation of funds by the Board of Supervisors.

The County shall not negotiate as to matters controlled or preempted by any federal or state constitutional provision, law, rule, or regulation.

Collective Bargaining Agreement or “CBA” means the binding written contract between the County and an exclusive bargaining representative for a bargaining unit authorized by this chapter and resulting from collective bargaining as defined in this section.

Confidential Employee means any employee who works in or for:

1. the Office of the County Administrator;
2. the Office of the County Attorney;
3. the Department of Human Resources;
4. the Department of Finance and Budget, excluding the Division of Procurement

The term *confidential employees* also includes:

5. those employees whose job duties require authorized access to confidential information pertaining to the County’s budgetary and financial data, emails between management staff and the Board, personnel data, or strategy, relevant to subjects within the scope of collective bargaining as set forth in this chapter, or those employees within the Information Technology department whose job duties require authorized access to confidential information pertaining to personnel data or management emails relevant to subjects within the scope of collective bargaining.
6. a position in any department in which the employee assists in a confidential capacity, persons who formulate, determine, and effectuate management policies in the field of labor relations.

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

1. an employee of any local constitutional officer, i.e., officers elected pursuant to Chapter VII, Section 4 of the Constitution of Virginia;
2. a confidential employee, as defined in this section;
3. a managerial employee, as defined in this section;
4. a supervisor, as defined in this section;

5. a temporary employee, as defined in this section;
6. an intern or volunteer;
7. a member of a board or commission, or other appointee of any elected official or public body as defined by state law, unless such appointee is an otherwise eligible employee of the County; or
8. an attorney whose responsibilities include providing legal advice to the County or performing legal research for the County as a client;

Employee Organization means an organization in which employees participate, and that exists for the purpose, in whole or in part, of representing employees in collective bargaining and labor-management disputes.

Exclusive Bargaining Representative means the employee organization recognized by the County as the only organization that may bargain collectively for all employees in a bargaining unit (as defined herein).

Impasse means the failure of the County and an exclusive bargaining representative to reach agreement during collective bargaining negotiations.

Formal Meeting means a preplanned meeting between one or more representatives of the County and one or more eligible employees regarding any grievance, personnel policy, or other general condition of employment.

Labor-Management Dispute means a difference of position between the County and an exclusive bargaining representative concerning: the administration or interpretation of an existing collective bargaining agreement; administration or interpretation of this chapter; and whether an act is an unfair or prohibited labor practice. Labor-management disputes shall not include an individual employee grievance as defined by Virginia Code section 15.2-1507(A)(1).

Lockout means any action taken by the County intended to interrupt or prevent the continuity of work properly and usually performed by employees for the purpose of coercing or intimidating employees in the exercise of their rights conferred by this chapter or influencing their exclusive bargaining representatives' positions in collective bargaining negotiations.

Majority means 50% plus one eligible employee voting in an election to choose an exclusive bargaining representative.

Managerial Employee means any individual who:

1. is at or above the Manager level in the County's classification and compensation system; or
2. participates in the formulation of employment or labor-related policy; or
3. is engaged in executive or management functions as part of their job duties; or
4. is charged with the responsibility of directing the implementation of employment or labor-related management policies, procedures, or practices; or
5. is responsible for the administration of collective bargaining agreements or human

resources or personnel decisions, including, but not limited to, staffing, reductions-in-force/layoffs, reorganizations, hiring, discipline, evaluations, pay, assignments, transfers, promotions, or demotions.

Mediation means an effort by a neutral third-party factfinder to assist confidentially in resolving an impasse or labor-management dispute. The mediation process is advisory only, and the mediator shall have no authority to bind either party.

Supervisor means any individual who has authority, in the interest of the County, to hire, transfer, suspend, lay off, recall, promote, discharge, reward, complete performance appraisals and make personnel decisions based on those appraisals, or discipline other employees, or to adjust their grievances if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment. With respect to Fauquier County Fire and Rescue, "supervisor" includes all personnel at the rank of battalion chief or above.

Strike means when an employee of the County, in concert with two or more other County employees, engages in a work stoppage, slow down, or willfully refuses to perform the duties of his or her employment for the purpose of obstructing, impeding, or suspending any activity or operation of the County (see Virginia Code § 40.1-55) or inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of County employment.

Temporary Employee shall be a term defined by the Board in the Human Resources Handbook. However, in the event a petition or election occurs prior to inclusion of a new definition of "employee" in the Human Resources Handbook after December 7, 2021, then all non-excluded employees who have worked for the County for 90 consecutive days or more shall be deemed eligible employees for such purposes.

XX.04 EMPLOYEE RIGHTS

- A. Eligible employees shall have the right to organize, form, join, assist, participate in, and pay dues or contributions to employee organizations, to bargain collectively through an exclusive bargaining representative of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection insofar as such activity is not inconsistent with a collective bargaining agreement in effect. Employees shall also have the right to refrain from any or all such activities.
- B. Eligible employees have the right to request representation by their exclusive bargaining representative and have their representative present during any investigative interview conducted by the County if the eligible employee reasonably believes that the interview involves a matter that could lead to the employee's discipline. The County's Human Resources staff and/or Fauquier County Fire Rescue Office of Professional Standards staff shall inform eligible employees of their right to request representation prior to conducting an interview of the eligible employee as part of a formal inquiry or investigation.

- C. Employees shall have the right to meet informally with County human resources personnel or County management at the employee's request to discuss any employment related or personal matter without the presence of the exclusive bargaining representative. However, if the matter involves a subject governed by the collective bargaining agreement, the matter shall be discussed with the exclusive bargaining representative as soon as practicable without identifying the employee. Any remedy afforded the employee shall be consistent with the terms of the collective bargaining agreement, if applicable. Such employee or employees who use this avenue for presenting complaints, concerns, or questions to the County shall not do so under the name, or by representation, of an employee organization.

- D. Employees shall have the right to hold informal employee conversations and interactions with one another to discuss workplace and employee organization issues with each other while on duty, provided that such conversations do not interfere with the employee's job duties. Employees shall also have the right to use County email systems to discuss employee organization business or activities, or employee organizing activity subject to the terms of the CBA and the County's Department of Information Technology (DIT) email security policies (Note: union recruitment emails are not considered solicitations).

Records in the County's email system may be subject to disclosure by law, in litigation or otherwise and as such, such communications on County email systems are not considered private. The County's access to or disclosure of emails required by law, for use in litigation or administrative hearings, for use in investigations, or for other proper business or governmental purposes shall not be considered a prohibited activity/unfair labor practice.

XX.05 COUNTY AND BOARD OF SUPERVISORS RIGHTS

- A. This chapter shall not be deemed in any way to limit or diminish the authority of the Board of Supervisors to manage and direct the operations and activities of the County to the fullest extent authorized and permitted by law. Thus, unless the Board elects to bargain by resolution, the Board retains exclusive rights, including, but not limited to, the right:
 - 1. to determine the organization of County government and the purpose and mission of its constituent agencies, to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations, provide for certain levels of service, and add, delete, modify, or suspend programs, functions, divisions, and departments as the Board or County Administrator determines to be necessary and appropriate;
 - 2. to determine the type and scope of work to be performed by County employees, the job descriptions for each County employee position, the manner in which services are to be provided, and to determine the number of positions or full-time equivalents (FTE) required;
 - 3. to introduce new or different services, methods, equipment, or facilities;

4. to 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 the unsafe operation of equipment;
 5. to set customer service standards for County operations;
 6. to do all things reasonable and necessary to carry out the mission of the County;
 7. to retain the ability and authority to terminate probationary and temporary employees in accordance with the applicable provisions of Chapter 10 of the Human Resources Handbook;
 8. to require enhanced security measures to protect County facilities, infrastructure, personnel, and the public. This provision shall not preclude collective bargaining pertaining to individual employee safety, protection, training, clothing, tools, tactics, or similar individual employee safety measures.
 9. to determine the form of government utilized by the County.
- B. 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 Fauquier County, or a Declaration of Local Emergency (as defined in Virginia Code § 44-146.16).
- In the event of a State of Emergency or Declaration of Local Emergency where the duration of the impacts of the emergency last for a period of more than six (6) months, the County will enter into Impact Bargaining at the request of any certified representative after the Declared Emergency is over. The purpose of the Impact Bargaining will be to retroactively address impacts to the bargaining unit incurred during the emergency. Merely having a Declaration of Emergency open for the reimbursement of federal and state aid, absent continuing impacts, shall not count towards the six (6) month period.
- C. In accordance with Virginia Code §40.1-57.2 and other applicable law, nothing in this section or chapter or the terms of any collective bargaining agreement, shall impair or restrict the authority of the Board of Supervisors to establish its budget and appropriate funds in its discretion.
- D. No provision of this chapter shall act to interfere with or impair the free speech and association rights of members of the Board of Supervisors. This includes the right to advocate for or against employee organizations and to speak on issues related to the County's labor policy without limitation. No unfair labor practice may be brought against the County or a Board member because of a Board member's or the Board's collective exercise of the right of free speech and association.

XX.06 EMPLOYEE ORGANIZATION RIGHTS

A. Employee organizations have the following rights:

1. To meet with bargaining unit employees on the premises of the County in public spaces during times when the employees are on break or in a non-duty status, in accordance with County policy;
2. To hold information sessions or membership meetings twice a year in all County Facilities. The organization shall be located in an area that allows County employees to visit during their off-duty time or break;
3. To use County electronic mail (e-mail) systems to communicate employee organization business or activities, or employee organizing activity. Any use of the County's e-mail systems is subject to the County's applicable administrative policies and the purposes identified in XX.04(D) and as such, employee communications on County communications systems are not considered private. Employee organizations may use telephones and bulletin boards to communicate with employees.

B. Any employee organization recognized as the exclusive bargaining representative for employees in a bargaining unit shall have the following rights:

1. To speak on behalf of, and represent the interests of, all members of the bargaining unit without discrimination and without regard to employee organization membership;
2. To meet with newly hired employees for 30 minutes 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, individually or as otherwise set forth in a collective bargaining agreement, without charge to the pay or leave time of those employees. The County shall give the exclusive bargaining representative the New Hire Orientation calendar. The County shall provide the exclusive bargaining representative with an electronic list of expected participants at least forty-eight (48) hours in advance of the orientation. The certified representative shall also have the right to provide materials for the orientation packet;
3. To be represented at: (1) any formal meeting involving its bargaining unit employee(s) regarding a matter that is within the scope of collective bargaining as set forth in the definition of collective bargaining, or (2) any interview of an exclusive bargaining representative's bargaining unit employee(s) by a representative of the County in connection with an investigation if the employee(s) reasonably believes that the interview involves a matter that could lead to discipline, and the employee requests representation. The County shall inform all employees on a semi-annual basis that employees have a right to union representation prior to the portion of any such meeting or interview that

involves a matter within the scope of bargaining or a matter relating to discipline, and the employee shall have a right to request union representation before proceeding with that portion of the meeting or interview;

4. To meet with individual employees on the premises of the employer during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues, provided that such meetings do not interfere with the work of the County. The County shall provide a location for such meetings to be held;
5. Official Time: Prior to the ratification of a collective bargaining agreement, eligible employees representing an exclusive bargaining representative directly involved in the negotiation of a CBA or the processing of grievances under this chapter shall be authorized to engage in such negotiations and grievance handling during work time. Such official time shall be granted as set forth in a written agreement between the County and the exclusive bargaining representative employees involved in the negotiation, and the written agreement shall state such official time is reasonable, necessary, and in the public interest.
6. If no employee organization has been certified as the exclusive representative, multiple employee organizations may be eligible to receive regular and periodic dues payments.
7. The County shall deduct and promptly remit dues for any employee who has authorized dues deductions in accordance with this section.
8. To be the only employee organization eligible to receive regular and periodic dues payments deducted from the pay of employees by the County pursuant to the employees' written authorizations. An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code § 59.1-479 *et seq.*) shall be valid for employees' authorizations for payroll deductions.

The requirements set forth in this section establish the minimum requirements for access to and communication with bargaining unit employees by an exclusive bargaining representative. These requirements shall not prevent the County from granting the exclusive bargaining representative greater access to or communication with employees and shall not prevent the parties from negotiating for increased access.

XX.07 EMPLOYEE BARGAINING UNITS

- A. Fire and Rescue: The fire and rescue employees' bargaining unit shall consist of the uniformed fire employees, including uniformed and civilian fire marshal employees and public safety communications employees, except those excluded by definition in section XX.03;
- B. Labor & Trades: Those eligible employees in positions associated with maintenance and skilled crafts, to include employees performing duties related to the maintenance of the

capital assets, land, and infrastructure of the County, the operation of heavy equipment or large, heavy, or placarded hazardous material vehicles, or the disposal of waste, except those excluded by definition in section XX.03; and

C. General Government: All other County employees except those excluded from collective bargaining by definition in section XX.03.

XX.08 LABOR RELATIONS ADMINISTRATOR

A. A labor relations administrator (LRA) shall be selected in the manner set forth in subsection B of this section to administer provisions of this chapter including the process for certification and decertification of exclusive bargaining representatives, resolving labor management disputes as defined in this chapter, and assisting with the selection of mediator(s) and/or arbitrator(s) as needs arise under this chapter or under any collective bargaining agreement. The LRA shall serve as a neutral party.

B. Qualifications; Selection and Removal of LRA; Appointment of Interim Neutral

1. 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 interest of the County or any employee organization, including an exclusive bargaining representative for a bargaining unit permitted under this chapter.
2. The selection of the LRA will be conducted through the County's standard request for proposal (RFP) process, in accordance with the Virginia Public Procurement Act ("VPPA"). The Proposal Analysis Group (PAG) will consist of either (a) representatives of those employee organizations that have notified the County Administrator or County Administrator's designee of their interest in representing bargaining units permitted by this chapter, if no exclusive bargaining representatives have been recognized at the time the selection process begins, or (b) by the exclusive bargaining representatives of the bargaining units permitted by this chapter, and an equal number of County representatives.
3. The PAG shall review and rank all proposals received and recommend up to three applicants from the highest-ranking proposals. The PAG shall present its recommendations to the Board upon formal Board request. Final approval of the LRA shall be made by the Board of Supervisors from the list recommended by the PAG.
4. The LRA shall serve for a term of three (3) years. Before the expiration of the LRA's term, the parties shall begin the RFP process with enough time to ensure that the LRA is reappointed, or a new LRA is appointed, as soon as the incumbent LRA's term expires.

5. The LRA's services shall be subject to termination by majority agreement of the County and the exclusive bargaining representatives of the bargaining units permitted by this chapter. If no exclusive bargaining representatives have been certified, then the LRA's services shall be subject to termination by mutual agreement of the County and a majority of those employee organizations that have submitted a showing of interest petition.
6. If a petition is filed requesting certification of an exclusive bargaining representative, a party seeks to file an unfair labor practice claim, or some other labor management dispute arises there is no LRA serving at the time, then the parties shall bring the certification petition or dispute to a mutually agreed upon interim neutral. The interim neutral may be an individual chosen through the ranking/striking process of the American Arbitration Association ("AAA") or Federal Mediation and Conciliation Service ("FMCS"). If the LRA dies, resigns, is terminated, becomes disabled, or otherwise becomes unable or ineligible to continue to serve, the County and exclusive bargaining agent(s) may mutually select an interim neutral as needed while the County conducts a full competition for a new LRA in accordance with subsection B (2). Alternatively, the County may use an LRA from another Virginia locality available through the VPPA's joint and cooperative procurement provision.

C. Duties of the LRA

The LRA Shall:

1. Establish standardized procedures consistent with this chapter and applicable law for submission and adjudication of petitions, elections, certification and decertification, and other processes needed for the efficient operation of collective bargaining under this chapter. Including for the timing and standards for public notifications and announcements for timely participation in the activities under this chapter.
2. Supervise elections for certification or decertification of exclusive bargaining representatives and issuing the certification or decertification. This includes making proper public notices related to petitions, certifications, and elections in accordance with County requirements for public notifications and announcements.
3. Monitor and record key dates and milestones pertaining to initiation, progress, and completion of collective bargaining negotiations for purposes of making proper public notifications and announcements and facilitating the full exercise of the rights of the County, employees, and employee organizations under this chapter.
4. Hold hearings and make inquiries, administer oaths and affirmations, examine witnesses and documents, take testimony, receive evidence, request the attendance of witnesses and the production of relevant documents in proceedings within the responsibility of the LRA. The County and employee organizations have a duty to comply with reasonable requests for information submitted by the LRA.

5. Investigate and attempt to resolve or settle, charges of either the County or an employee organization engaging in prohibited practices as defined in this chapter, as provided in section XX.11 Labor-Management Dispute Resolution.
6. Determine unresolved issues of employee inclusion in or exclusion from the defined bargaining units in this chapter, including challenges to validity of individual signatures on petitions for recognition or decertification.
7. Obtain any necessary support services and make necessary expenditures in the performance of duties, subject to reimbursement procedures established in the terms and conditions of the contract for LRA services with the County.
8. Determine any issue regarding the negotiability of any collective bargaining proposal.
9. Exercise any other powers and perform any other duties and functions specified in this chapter of an administrative nature.
10. Keep and maintain accurate and complete records of activities, communications, information, reports, decisions, etc. in accordance with County recordkeeping requirements.

XX.09 RECOGNITION OF EXCLUSIVE BARGAINING REPRESENTATIVE

- A. There can be only one exclusive bargaining representative for each recognized employee bargaining unit.
- B. Request for Certification/Decertification
 1. Any employee organization seeking recognition as the exclusive bargaining representative of a bargaining unit must submit a request for certification to the LRA that includes a showing of interest petition signed by not less than 30 percent of the eligible employees in that unit. The LRA shall determine the sufficiency of the petition within ten (10) days. If the LRA determines after a tabulation of the submitted petition that the union has not met the required showing of interest, then the LRA must allow not less than 30 days for the union to submit additional showing of interest forms to correct the insufficient showing of interest. The thirty-day period for calculating the time to submit additional showing of interest forms commences after the LRA provides notice to the union that the union has not met the required showing of interest.
 2. A showing of interest petition may consist of a combination of signed membership cards, or a membership roster signed by each employee, evidence of dues payment, or other evidence of bargaining unit employees' desire to be represented by an employee organization for collective bargaining purposes, including but not limited to

authorization cards or petition signatures. An authorization that satisfies the Uniform Electronic Transactions Act shall be valid for employees' authorization for representation for purposes of a petition filed by an employee organization for exclusive representation.

3. Any eligible employee of a bargaining unit may submit a request for decertification of the exclusive bargaining representative by submitting a petition signed by not less than 30% of the eligible employees in the bargaining unit.
4. Requests for decertification may be filed not less than one year after the date the existing representative was certified; however, if a collective bargaining agreement is in effect, such petition must be filed within the thirty-day (30) period between the one hundred eightieth (180th) and one hundred fiftieth (150th) day before the expiration date of the collective bargaining agreement prior to the original expiration date, regardless of any extensions, 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.
5. The effect of a successful decertification election for the bargaining unit takes effect immediately upon final certification of the election results by the LRA. If the election results in a new exclusive representative, the new representative shall become a successor in interest to the existing or prior collective bargaining agreement. If the election results in no exclusive representative, the result will act as a revocation of any existing collective bargaining agreements for the bargaining unit.

C. Election Process.

1. Upon determination of adequate support for a request of certification or decertification, the LRA will provide public notification of the request. Any additional interested employee organization must submit a petition of intervention to the LRA, which must be accompanied by a showing of interest petition signed by not less than thirty percent of the employees in a recognized bargaining unit within ten days of notice of the pending election.
2. The LRA will establish procedures for a secret, mail-ballot election in consultation with the County and any employee organizations, individuals, and/or intervening parties seeking certification or decertification. The election may take place by an alternate method if agreed by the parties. The election will begin not more than forty-five (45) days after the LRA issues a finding of sufficiency.
3. A simple majority of valid ballots cast will determine the results of any election. In an election that presents a choice of more than one employee organization, all votes cast indicating a preference for a labor organization will be construed as a vote in favor of certifying an exclusive bargaining representative. If a majority of votes favor

certifying an exclusive bargaining representative, but no one organization receives a majority, then a run-off election will be held by the two labor organizations receiving the most votes. The organization receiving the majority of votes in the run-off shall prevail.

4. Recognition of the exclusive bargaining representative is valid from initial certification unless the exclusive bargaining representative is decertified.
5. No certification election shall be held within six months of a vote of no representation for elections held on or before XXXX 1, 2023, or within 12 months of an election resulting in a vote of no representation thereafter, except as may be ordered as a remedy by the LRA.

XX.10 GOOD FAITH BARGAINING, SUBJECTS OF BARGAINING, AND IMPASSE RESOLUTION

- A. The County and an exclusive bargaining representative shall have the 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 or the exclusive bargaining representative may initiate a request to bargain by submitting a written request to the other party or the LRA. Within ten business days from the receipt of the request, the parties' designated representative(s) shall mutually agree upon and schedule dates and times to meet.
- C. Collective bargaining shall be conducted in accordance with the rules established by the parties' representatives at the commencement of the process. All discussions will be conducted in a professional and courteous manner.
- D. Nothing in this chapter requires either party to make any concessions or agree to the other party's proposals.
- E. In any year in which the County and an exclusive bargaining representative bargain collectively, the parties shall jointly select a neutral who shall, if necessary, serve as a mediator and/or arbitrator. The neutral may be the LRA, or the parties may select a different neutral. If the parties do not agree on a neutral, then they shall request a list of neutrals from an impartial agency (AAA or FMCS) and use that agency's process selecting a neutral. The neutral must be selected within ninety (90) days of the start of bargaining and must be available during the bargaining process. Fees and expenses of the neutral shall be shared equally by the County and an exclusive bargaining representative.
- F. Subjects of Bargaining
 1. Mandatory subjects of bargaining shall include wages, benefits, and working

conditions, unless specifically identified as a prohibited subject in this chapter.

2. All other labor related subjects are permissive subjects of bargaining. G. Mediation and Declaration of Impasse

1. Mediation

- a. During collective bargaining, if the parties cannot reach agreement on any issue, either party may declare their intent to file for mediation with at least thirty (30) days prior written notice to the LRA and the opposing party.
- b. A bona fide impasse exists if the selected neutral finds that the parties are unable to resolve any remaining issues 30 days after commencement of the mediation process.

2. CBA Impasse Procedure

- a. If an impasse is declared, the parties will submit to arbitration / factfinding. Unresolved non-financial issues shall be resolved via binding arbitration; unresolved financial issues shall be resolved via non-binding factfinding.
- b. Parties are to submit a copy of proposals for each unresolved issue to be considered by the neutral, all settled matters, and relevant information and data supporting the parties' proposed resolutions. The neutral may hold a hearing for oral arguments on, and/or permit each party to respond to or rebut the competing proposals.
- c. The neutral shall issue a written determination that contains findings of facts and recommendations for settlement of the unresolved items. The neutral shall issue a determination no more than forty-five (45) days after the initiation of impasse proceedings. In making a determination under this subsection, the neutral must consider at least the following factors:
 - (1) 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.
 - (2) Comparison of wages, benefits, and working conditions of similar employees of other public employers in the Capitol Metro Region defined as Loudoun County, Arlington County, Alexandria City, Prince William County, and Fairfax County, Montgomery County (MD), Fredrick County (MD) Prince George's County (MD), the District of Columbia, and incorporated cities and towns wherein.
 - (3) Comparison of working conditions of other Fauquier County personnel.

(4) The interest and welfare of the public.

(5) The effect of the adjustments on the standard of public services provided by the employer.

d. For non-fiscal items, the written determination made by the neutral shall be integrated with all previously agreed on items in the collective bargaining agreement. The written determination regarding fiscal items, shall go to the Board for a determination. If the Board approves the fiscal items, then they are included in the collective bargaining agreement.

H. Any tentative collective bargaining agreement that affects the Board's budget process and is intended to begin at the start of the upcoming fiscal year must be received by the Board for consideration by December 1.

I. Approval of Tentative Agreement

1. When the parties reach a tentative agreement, they shall reduce it to writing and the parties' representatives shall execute it with the appropriate signatures.
2. The executed tentative agreement is then submitted to the exclusive bargaining representative for ratification in accordance with the bargaining representative's governing/ratification procedures. Upon the exclusive bargaining representative's ratification, the tentative agreement will be submitted to Board of Supervisors for approval. No collective bargaining agreement shall have any force or effect until final action on the agreement is taken by the Board.
3. Approval of the tentative agreement by the Board shall serve to signify the Board's good faith commitment to appropriate the funding necessary for the County to meet its obligation under the tentative agreement as part of the County's budget approval process.
4. If the exclusive bargaining representative of either party does not ratify the tentative agreement, or the Board does not approve the agreement, the parties must reopen negotiations, with the good faith objective to negotiate provisions that will be acceptable to the parties.

XX.11 LABOR-MANAGEMENT DISPUTE RESOLUTION

A. Disputes concerning the interpretation, administration, and application of this chapter, including but not limited to petition and election matters, negotiability of subjects of bargaining, charges of unfair or prohibited labor practices, shall be submitted to the LRA as the exclusive resolution process, unless otherwise noted in this chapter. Findings of the LRA shall be considered as a final award of an arbitrator in accordance with the Virginia Uniform Arbitration Act, Virginia Code Section 8.01—581.01 et. seq, and final determinations of the LRA involving interpretations of this chapter may be appealed to

the Fauquier County Circuit Court.

- B. Disputes concerning the administration or interpretation of a collective bargaining agreement will be resolved using the dispute resolution processes defined in the agreement including the use of mediation factfinding, and binding arbitration. A negotiated grievance procedure contained in a collective bargaining agreement shall be the exclusive procedure available to an employee of the bargaining unit covered by that agreement unless another procedure is available as a matter of right provided by state law. Where such alternate procedures are available, an employee's initial election of procedure made at the time of filing the grievance shall be irrevocable.
- C. The parties shall share the costs of dispute resolution processes equally, other than the costs for those matters resolved by the LRA.
- D. The limitations period for filing an unfair labor practice claim shall be six months from the event leading to the claim. The limitations period for all other claims shall be as set forth in the CBA.

XX.12 STRIKES.

Pursuant to Virginia Code § 40.1-55, any employee of the County who, in concert with two or more other such employees, strikes, slowdowns, or willfully refuses to perform the duties of their employment shall be deemed by that action to have terminated their employment and shall be ineligible for employment in any position or capacity during the next 12 months by the County.

XX.13 PROHIBITED ACTIVITY.

- A. The County shall not:
 - 1. Discriminate against, interfere with, restrain, or coerce, or retaliate against employees in the exercise of rights granted by this chapter, including for giving information or testimony in related processes;
 - 2. Deter or discourage employees or applicants for County positions from becoming or remaining members of an employee organization, or from authorizing dues deductions, or from exercising any of their rights under this chapter;
 - 3. Assist, dominate or interfere in the administration of any employee organization;
 - 4. Encourage or discourage membership in any employee labor organization including by discrimination in hiring, tenure, or other terms and conditions of employment. Use of County property for meetings and the County's email for employee organization business shall not be deemed encouragement;
 - 5. Knowingly aid any third-party in its effort to discourage collective bargaining or discourage employee organization membership or authorization of payroll deduction of dues to an employee organization;

6. Deny the rights accompanying certification as the exclusive bargaining representative as conferred by this chapter;
7. Refuse to bargain in good faith or participate in any agreed-upon impasse resolution procedures in this chapter;
8. Refuse to reduce a collective bargaining agreement to writing and sign such agreement provided all conditions for an enforceable agreement, as set forth in this chapter, have been met; or
9. Engage in a lockout of employees from the workplace.

B. No employee organization or its representatives shall:

1. Interfere with, restrain, or coerce any employee with respect to rights granted in this chapter or with respect to selecting an exclusive representative;
2. Deny membership in such organization or fail to represent an employee because of race, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, gender identity, genetic information, other non-merit factors, or any other unlawful reason;
3. Willfully fail to represent an employee who is in a bargaining unit exclusively represented by the employee organization fairly regarding matters within the scope of collective bargaining, without regard to membership in the employee organization;
4. Refuse to bargain in good faith or participate in any agreed-upon impasse resolution procedures in this chapter;
5. Refuse to reduce a collective bargaining agreement to writing and sign such agreement, provided all conditions for an enforceable agreement, as set forth in this chapter, have been met; or
6. Discriminate, retaliate against, or discipline an employee for exercising their rights set forth in this chapter, including filing charges against the union or refusing to participate in union activities.

XX.14 TIMELINES

Any time limits in this chapter may be extended by written agreement of the County, the employee organization, and any other appropriate parties.

XX.15 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 applicable to the County and the subject matter of this chapter, state or federal law shall prevail unless such law provides otherwise.
- B. The policies and procedures, administrative directives, and workplace practices of the County and its departments shall govern employee relations unless there is a specific conflict with a collective bargaining agreement approved by the Board. Where a specific 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 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.

XX.16 SEVERABILITY

If any provision of this chapter or the application of such provision, is held to be unconstitutional or unlawful, the remainder of this chapter and the application of its remaining provisions shall not be affected and shall remain in full force and effect.