

# Response to Questions on Collective Bargaining

**Request By: Supervisor Palchik**

**Question 1: Where are merit and non-merit employees working side by side?**

**Response:**

Table A indicates the number of incumbents per position type for each agency. Table B indicates the subset of classes that have both merit and non-merit incumbents.

There are currently only three agencies that do not have any established non-merit benefit eligible or temporary positions: Facilities Management Department (FMD), Office of Human Rights and Equity Programs (OHREP), and the Office of the Independent Police Auditor (OIPA). The data excludes the Economic Development Authority (EDA), attached, and contracted status positions.

**Table A. Position Type By Agency**

Position Type	Appointed	Elected	General Merit	Non-Merit Benefit Eligible	Temporary
Agency	Filled	Filled	Filled	Filled	Filled
Animal Sheltering	1	0	31	0	0
Board of Supervisors	55	10	0	0	5
Cable & Consumer Services	1	0	48	0	8
Circuit Court & Records	7	1	153	2	8
Civil Service Commission	1	0	3	0	0
Clerk Services	1	0	13	0	2
Code Compliance	1	0	46	2	3
Commonwealth's Attorney	0	1	56	0	0
Community Services Board	1	0	1,013	75	45
County Executive	9	0	34	1	0
DPWES Capital Facilities	0	0	161	12	0
DPWES Directors Office	1	0	31	0	0
DPWES Solid Waste Management	0	0	245	14	0
DPWES Stormwater Management	0	0	171	11	5
DPWES Wastewater Management	0	0	289	14	0
Economic Initiatives	1	0	8	1	0
Emergency Management	1	0	15	0	1
Facilities Management	1	0	188	0	0
Family Services	1	0	1,010	24	10
Finance	1	0	65	2	0
Financial & Program Auditor	1	0	1	0	0
Fire & Rescue	1	0	1,513	1	90

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Position Type	Appointed	Elected	General Merit	Non-Merit Benefit Eligible	Temporary
Agency	Filled	Filled	Filled	Filled	Filled
General District Court	0	0	38	0	5
Health Department	1	0	748	81	89
Housing & Community Dev	1	0	168	7	7
Human Resources	1	0	68	5	4
Human Rights & Equity Programs	1	0	17	0	0
Independent Police Auditor	1	0	1	0	0
Information Technology	1	0	284	4	0
Juv & Domestic Relations Court	1	0	292	22	21
Land Development Svcs	1	0	263	8	6
Library	1	0	389	1	107
Management & Budget	1	0	46	1	1
Mclean Community Center	1	0	31	8	17
Neighborhood & Community Svcs	1	0	992	192	286
Office of County Attorney	1	0	58	2	1
Office of Elections	3	1	21	35	509
Office of Public Affairs	1	0	19	0	0
Office of Strategy Mgt for HHS	1	0	20	0	1
Park Authority	1	0	415	277	1,138
Planning and Development	2	0	129	5	0
Police	1	0	1,758	14	3
Procurement & Material Mgmt	1	0	61	6	1
Public Safety Communications	2	0	209	2	1
Reston Community Center	0	0	48	6	112
Retirement Administration	4	0	26	2	0
Sheriff	3	1	553	6	4
Tax Administration	1	0	267	57	0
Transportation	1	0	156	6	1
Vehicle Services	1	0	234	1	3
<b>Total:</b>	<b>120</b>	<b>14</b>	<b>12,405</b>	<b>907</b>	<b>2,494</b>

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**Table B. Subset of Merit and Non-Merit Incumbents In Same Classification**

Classification	General Merit	Non-Merit	Temporary	Total
CORRECTIONAL TECHNICIAN	11		1	12
CRISIS INTERVENTION SPECIALIST	30		3	33
CUSTODIAN I	2		2	4
CUSTODIAN II	4	2		6
DAY CARE CENTER TEACHER I	295	133	4	432
DEP SHERIFF II	278	2		280
DEVELOPMENTAL DISABILITY SPEC I	58		2	60
EARLY INTERVENTION SPECIALIST II	44		3	47
ECOLOGIST I	2	1		3
ECOLOGIST II	5	3		8
ENGINEER III	109	7	1	117
ENGINEER IV	48	1		49
ENGINEERING AIDE	2	3	1	6
ENGINEERING TECHNICIAN I	15	5	2	22
ENGINEERING TECHNICIAN II	38	2		40
ENGINEERING TECHNICIAN III	40	3		43
ENVIRONMENTAL TECHNICIAN I	1	8		9
ENVIRONMENTAL TECHNOLOGIST I	6	1		7
EPIDEMIOLOGIST I	1	3		4
FACILITY ATTENDANT I	7	13	15	35
FACILITY ATTENDANT II	4	3	18	25
FINANCIAL SPECIALIST III	43		1	44
GENERAL BLDG MAINT WORKER I	18	1	1	20
GEOGRAPHIC INFO SYS TECHNICIAN	1	1		2
HEAVY EQUIPMENT OPERATOR	92	2	2	96
HEAVY EQUIPMENT SUPERVISOR	8	1		9
HERITAGE RESOURCE SPEC I	1	2		3
HERITAGE RESOURCE SPEC II	3	1	1	5
HOME HEALTH AIDE	20		1	21
HOUSING COMM DEV IV	13	1		14
HOUSING SERVICES SPEC III	7		1	8
HOUSING SERVICES SPECIALIST II	33	1		34
HR ANALYST I	5	1		6
HR ANALYST III	14	1		15
HUMAN RESOURCES GENERALIST I	22	1		23
HUMAN SERVICE WORKER I	44	8		52
HUMAN SERVICE WORKER II	111	3	1	115
HUMAN SERVICE WORKER III	173	2		175

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HUMAN SERVICES ASSISTANT	80	2	2	84
Classification	General Merit	Non-Merit	Temporary	Total
HUMAN SERVICES COORDINATOR II	9	2		11
INFORMATION OFFICER I	3		1	4
INFORMATION TECHNOLOGY EDUCATOR	11	1		12
INFORMATION TECHNOLOGY TECH I	11	4		15
INFORMATION TECHNOLOGY TECH III	7	1		8
INTERNAL AFFAIRS INVESTIGATOR	1	1		2
INVENTORY MANAGER	3	1		4
LIBRARY INFORMATION ASSISTANT	64	1		65
LICENSED PRACTICAL NURSE	25	6	11	42
MAINTENANCE WORKER	63	29	7	99
MANAGEMENT ANALYST I	69	6	5	80
MANAGEMENT ANALYST II	112	5	1	118
MANAGEMENT ANALYST III	117	4		121
MANAGEMENT ANALYST IV	61	2		63
MATERIAL MGMT DRIVER	7		1	8
MATERIAL MGMT SPECIALIST II	18	3	1	22
MATERIAL MGMT SPECIALIST III	24	1		25
MEDIA TECHNICIAN	2		4	6
MOTOR EQUIPMENT OPERATOR	51	8		59
NATURALIST I	4		2	6
NURSE PRACTITIONER	15	5	6	26
NUTRITIONIST ASSISTANT I	13	6	1	20
NUTRITIONIST ASSISTANT II	4	1	1	6
PARK/REC SPECIALIST I	72	2	2	76
PARK/REC SPECIALIST III	37		1	38
PARK/REC SPECIALIST IV	30	1	1	32
PARK/RECREATION ASSISTANT	19	4	4	27
PEER SUPPORT SPECIALIST	13	7	5	25
PHARMACIST	1	5	7	13
PHOTOGRAPHIC SPECIALIST	1		1	2
PHYSICAL THERAPIST II	6	1		7
PHYSICIAN ASSISTANT	1	8	5	14
PLANNING TECHNICIAN I	7	1		8
PLANNING TECHNICIAN II	11	2		13
POLICE BACKGROUND INVESTIGATOR	2	2		4
PREVENTIVE MAINTENANCE SPEC	6		1	7
PROBATION COUNSELOR I	76	1	10	87
PROBATION COUNSELOR II	125	1		126

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PRODUCER/DIRECTOR	6		1	7
PROGRAM MANAGER	28	1		29
<b>Classification</b>	<b>General Merit</b>	<b>Non-Merit</b>	<b>Temporary</b>	<b>Total</b>
PROJECT COORDINATOR	18	1		19
PUBLIC HEALTH DOCTOR	5		1	6
PUBLIC HEALTH LABORATORY SCIENTIST III	3	1		4
PUBLIC HEALTH NURSE II	147	13	57	217
PUBLIC HEALTH NURSE III	46	2		48
PUBLIC HEALTH NURSE IV	18		1	19
PUBLIC HEALTH NUTRITIONIST	4	2	3	9
REAL ESTATE APPRAISER II	29	1		30
RETIREMENT COUNSELOR	4	1		5
SCHOOL HEALTH AIDE	194	14	3	211
SENIOR ENGINEER III	56	1		57
SENIOR MAINTENANCE WORKER	33	3		36
SOCIAL SERVICES SPECIALIST II	172	1	3	176
SOCIAL SERVICES SPECIALIST III	149	3	1	153
SUBSTANCE ABUSE COUN II	7	1		8
TRANSPORTATION PLANNER I	4	1		5
TRANSPORTATION PLANNER II	30	1		31
TRANSPORTATION PLANNER III	30	2		32
TRANSPORTATION PLANNER V	8		1	9
URBAN FORESTER I	4	2		6
VEHICLE AND EQUIPMENT TECHNICIAN AIDE	7	1		8
VEHICLE AND EQUIPMENT TECHNICIAN II	93		1	94
VOLUNTEER SVCS COORD I	3		1	4
<b>Total:</b>	<b>5,517</b>	<b>551</b>	<b>789</b>	<b>6,857</b>
<b>Total Subset of Non-Merit/Temporary positions working alongside General Merit positions:</b>	<b>1,340</b>			

# Response to Questions on Collective Bargaining

**Request By: Supervisors Foust, Walkinshaw, Palchik, and Gross**

**Question 2: Please identify any benefits that are not included and why. What would be impact of including retirement in ordinance but not included in a contract?**

**Response:**

As stated in the draft ordinance, benefits are defined as leave (paid and unpaid), and insurance (such as health, dental, vision, life, and disability) but limited to contributions and levels of coverage. The selection of providers is excluded from the ordinance because the County follows a standard selection process for contracting with providers.

The following benefits that the County currently offers to employees would be excluded based on this definition:

- Tuition Assistance Program
- Employee Assistance Program
- Commuter Benefits
- Employee U Training Program
- Deferred Compensation Plan
- Retirement Systems (ERS, PORS and URS)

Four of the listed benefit programs – the Tuition Assistance Program, the Employee Assistance Program, Commuter Benefits, and the Employee U Training Program – are employer funded and could be included to allow union input on funding levels and program characteristics. The Deferred Compensation is employee funded with no employer contribution, but could be included to allow negotiation on a potential County contribution in the future.

The County's retirement systems – the Employees' Retirement System (ERS), Police Officers Retirement System (PORS) and Uniformed Retirement System (URS) – offer defined-benefit retirement plans to County merit employees. These benefits are pre-funded through a combination of employee contributions based on a set percentage of pay, employer contributions as calculated by an annual actuarial valuation, and return on investments. The retirement systems differ from the County's other benefit programs in that changes to the retirement plans have significant long-term implications due to the impact on the County's pension liabilities.

As the Board recalls, our pension funding was a concern for the bond rating agencies a few years ago. To improve our funded status, the Board has increased our annual retirement contributions so that we are now amortizing 100 percent of the unfunded liability of each system. In addition, the Board adopted a policy to immediately pay in full any unfunded liability that is created as a result of a benefit change and has conducted two separate studies of the systems that resulted in a reduction of benefits for new hires. These policy changes, and associated increases in employer contributions to the retirement systems, were well received by the bond rating agencies. However, a significant funding gap remains before the systems return to fully-funded status.

Staff does not recommend that the retirement systems be included in the ordinance as a permissible benefit at this time, as it would imply a willingness to negotiate on plan changes that could have an adverse impact on the systems' funding status. Staff instead recommends that the Board reconsider whether pension benefits should be included in the ordinance after the retirement systems are 100 percent funded. Inclusion in the ordinance at that time should

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recognize the complexity of the defined benefit systems and their impact on the County's long-term liabilities, addressing decision points such as whether benefit changes would be considered for prior service credits, whether benefit changes would be considered that would reduce the plans below the level of 100 percent funded, and the frequency that changes should be considered for these long-term benefits.

It should be noted that the majority of Virginia jurisdictions participate in the Virginia Retirement System (VRS) and are therefore not expected to include pension benefits in their negotiations.

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**Request By:** Chairman McKay

**Question 3:** Does the proposed ordinance prohibit merit or non-merit employees from working flex schedules? If yes, how could we retain that flexibility for employees?

**Response:**

The current draft of the ordinance does not prohibit merit or non-merit employees from working flex schedules. Typically, all matters related to workday, work week, meal periods, rest periods and work hours are included in a collective bargaining agreement which may be written broadly enough to retain flexibility to consider factors such as suitability of the work for a flex schedule, or to take individual performance or attendance problems into consideration.



# Response to Questions on Collective Bargaining

**Request By: Supervisors Gross and Palchik**

**Question 4: Please review the grade level definition for supervisor: could it be higher than S-25? Could it go up to S-32? Provide identify impacted classifications and how many people are at each level.**

**Response:**

There are **127** classifications between the salary grades of S-25 to S-30 which may meet the definition of "Supervisor" in the ordinance depending on the organizational structure in the agency. Because some of the classifications are used for positions that do not supervise, the number of employees in each classification who meet the definition of supervisor are on the chart. The employees who share these classifications but do not meet the definition of supervisor are not included in the employee count. The total number of identified active supervisors is **856**.

"Supervisor, other than for Police and Fire and Emergency Medical Services, means all personnel who serve in a managerial position at the level of County Staff's **S-25** and above and/or any individual who customarily and regularly devotes a majority of work time to supervision of two or more employees and has authority to hire, transfer, suspend, layoff, recall, promote, demote, discharge, assign, evaluate, reward or discipline other employees, or adjust grievances, or effectively to recommend any such actions. With respect to the Fire Department, "supervisor" includes all personnel at the rank of battalion chief or above. With respect to the Police Department, "supervisor" includes all personnel with the rank of captain or above."

Below is a chart that displays the total classification and supervisor count by salary grade for reference:

Salary Grade	Number of Classifications	Supervisor Employee Count
S-25	19	105
S-26	17	140
S-27	31	283
S-28	26	151
S-29	24	144
S-30	10	33
<b>Total:</b>	<b>127</b>	<b>856</b>

Please Note: This data excludes employees identified to be classified as a "Confidential Employee" based on the draft ordinance.

Based on this information and the impacted classifications it is recommended to maintain the salary grade of **S-25** to incorporate these roles identified at that specific salary grade level.

We have identified **143** classifications from the salary grade of S-31 and above that meet the definition of "Managerial Employee" which is below. The total number of identified active managerial employees is **408**. Typically, the County's division level management staff reside in these salary grade levels which includes salary grade S-32.

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“Managerial employee means any individual who: (1) has responsibility for a unit or sub-unit of a division of an agency or department; (2) participates in the formulation of policy; (3) is significantly engaged in executive or management functions; (4) is charged with the responsibility of directing the implementation of management policies, procedures or practices; or (5) is involved in 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.”

Below is a chart that displays the total classification and managerial employee count by salary grade for reference:

Salary Grade	Number of Classifications	Managerial Employee Count
S-31	29	206
S-32	19	58
S-33	24	46
S-34	13	32
S-35	17	21
S-36	2	4
S-37	7	9
E-06	3	3
E-08	4	4
E-09	10	10
E-10	2	2
E-11	1	1
E-12	6	6
E-13	6	6
<b>Total:</b>	<b>143</b>	<b>408</b>

Please Note: This data excludes employees identified to be classified as a "Confidential Employee" based on the draft ordinance.

The attached charts include the supervisor class titles (S-25 to S-30) and the managerial class titles (S-31 to S-37). The appointed Department Directors are E-06 to E-13.

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## Addendum 1: Supervisor Class Titles – S-25 to S-30

Salary Grade/Classification	Employee Count
<b>S25</b>	<b>105</b>
ASSISTANT VEHICLE AND EQUIPMENT SUPERINT	2
ASST SUPVR FACILITIES SUPPORT	3
BEHAVIORAL HEALTH SENIOR CLINICIAN	0
CODE SPECIALIST II	10
ENVIRONMENTAL HEALTH SPEC III	4
GEOG INFO SPATIAL ANALYST II	1
GOLF COURSE SUPT. II	2
HOUSING COMM DEV III	1
HOUSING SERVICES SPECIALIST IV	3
HUMAN RESOURCES GENERALIST II	14
NUTRITION PROGRAM SUPERVISOR	0
PARK/REC SPECIALIST IV	30
PLANT OPERATION SUPT	1
PRINTING SERVICES MANAGER	0
PROBATION COUNSELOR III	20
PUBLIC WORKS ENV SVCS SPEC	6
SAFETY ANALYST II	1
SOCIAL SERVICES SPECIALIST III	5
THEATRICAL ARTS DIRECTOR	2
<b>S26</b>	<b>140</b>
BEHAVIORAL HEALTH SUPERVISOR	67
CHIEF OF SURVEY PARTIES	1
CONSTR/MNT PROJECT MANAGER I	2
CONSUMER SPECIALIST II	3
CORRECTIONAL HEALTH NURSE III	4
DEVELOPMENTAL DISABILITY SPEC III	15
EARLY INTERVENTION SUPERVISOR	6
ENVIRONMENTAL TECHNOLOGIST III	1
EPIDEMIOLOGIST II	1
HEAD START COORDINATOR	2
HELICOPTER PILOT II	1
INSTRUMENTATION SUPERVISOR	2
NATURALIST IV	2
NETWORK/TELECOM ANALYST II	3
PUBLIC HEALTH NURSE III	23
SR RIGHT-OF-WAY AGENT	4
SUBSTANCE ABUSE COUN III	3

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<b>S27</b>	<b>283</b>
ACCOUNTANT III	3
BUSINESS ANALYST III	9
CHIEF TRANSIT OPERATIONS	1
CHILD CARE PROGRAM ADMIN I	6
COMMUNICATIONS SPECIALIST III	5
CONTRACT ANALYST III	4
DATA ANALYST II	1
EMER/MOBILE CRISIS UNIT SUPV	7
EMERGENCY MGMT SPECIALIST III	6
ENGINEER III	0
ENVIRONMENTAL HEALTH SUPV	6
FINANCIAL SPECIALIST III	33
GEOG INFO SPATIAL ANALYST III	1
GOLF COURSE SUPT. III	2
HUMAN SERVICE WORKER V	12
INFORMATION OFFICER III	4
INTERNET/INTRANET ARCHITECT II	1
LEASING AGENT	1
LEGAL RECORDS MANAGER III	3
LIBRARIAN IV	8
MANAGEMENT ANALYST III	60
PLANNER III	2
PROBATION SUPERVISOR I	17
PUBLIC WORKS-ENVIRONMENTAL BUSINESS OPER	4
SOCIAL SERVICES SUPERVISOR	56
SPACE PLANNER II	2
SUPG COMBINATION INSPECTOR	5
TRAINING SPECIALIST III	3
TRANSPORTATION PLANNER III	16
TURFGRASS SPECIALIST	1
URBAN FORESTER III	4
<b>S28</b>	<b>151</b>
BEHAVIORAL HEALTH MANAGER	30
BHN SUPERVISOR	9
CODE COMPLIANCE SUPERVISOR	5
CODE SPECIALIST III	5
CONSTR/MNT PROJECT MANAGER II	9
DEVELOPMENTAL DISABILITY SPEC IV	8
EARLY INTERVENTION MANAGER	2
ECON & STATISTICAL ANALYST	1

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ENVIRONMENTAL LABORATORY MGR	1
EPIDEMIOLOGIST III	4
FACILITIES MANAGER	5
HOUSING COMM DEV IV	3
HOUSING SERVICES SPEC V	5
HUMAN RESOURCES GENERALIST III	11
HUMAN RIGHTS SPECIALIST III	3
INSTRUCTIONAL/CABLE TV SPEC	1
LIBRARY PROGRAM COORDINATOR	2
NUTRITION PROGRAM COORDINATOR	2
PARK AUTHORITY SURVEYOR SUPV	1
PARK MANAGEMENT SPECIALIST I	10
PROBATION SUPERVISOR II	17
SENIOR ENGINEER III	1
SR SOCIAL SERVICES SUPERVISOR	6
SUBSTANCE ABUSE COUN IV	1
SYSTEMS ENGINEER I	5
VEHICLE AND EQUIPMENT SUPERINTENDENT	4
<b>S29</b>	<b>144</b>
BUSINESS ANALYST IV	14
CHILD CARE SERVICES ASSISTANT DIRECTOR	1
CONSUMER SPECIALIST III	2
CONTRACT SPECIALIST SUPERVISOR	4
CORRECTIONAL HEALTH NURSE IV	1
DEP COUNTY SURVEYOR	1
EMERGENCY MGT. SPECIALIST	4
ENGINEER IV	27
ENVIRONMENTAL HEALTH PROG MGR	1
FINANCIAL SPECIALIST IV	14
GEOG INFO SPATIAL ANALYST IV	2
INTERNET/INTRANET ARCHITECT III	1
LIBRARY BRANCH COORDINATOR	2
NEIGHBORHOOD/COMM SVCS OPS MGR	4
NETWORK/TELECOM ANALYST III	10
PLANNER IV	3
PRETREATMENT MANAGER	1
PROGRAM & PROCEDURES COORD	3
PROGRAMMER ANALYST III	2
PUBLIC HEALTH NURSE IV	17
REHABILITATIVE SERVICES MNGR	0
SUPER REAL ESTATE APPRAISER	13

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TRANSPORTATION PLANNER IV	15
URBAN FORESTER IV	2
<b>S30</b>	<b>33</b>
CHIEF, BUILDING INSPECTIONS BRANCH	1
CODE SPECIALIST IV	1
CORRECTIONAL HEALTH SVCS ADMIN	1
ECOLOGIST IV	4
HOUSING COMM DEV V	6
HUMAN RESOURCES GENERALIST IV	5
PARK MANAGEMENT SPECIALIST II	5
PROGRAMMER ANALYST IV	6
PUBLIC HEALTH EMERG MGT COORD	1
SYSTEMS ENGINEER II	3

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## Addendum 2: Managerial Employee Class Titles – S-31 to S-37

Salary Grade/Classification	Employee Count
<b>S31</b>	<b>206</b>
ASST COORD EMERGENCY MGMT	0
ASST DIR DPSC	2
ASST DIR PER PROP ST INC LIC	2
ASST DIRECTOR PUBLIC AFFAIRS	1
ASST DIV DIR HEALTH SERVICES	3
ASST REAL ESTATE DIRECTOR	3
CHILD CARE PROG ADMIN II	4
CONTRACTS DIVISION MANAGER	1
DEP COMMUNITY CENTER DIR	1
DIR AREA AGENCY ON AGING	1
DIR VICTIM-WITNESS PROGRAMS	1
ENGINEER V	25
EPIDEMIOLOGIST IV	1
INFO SECURITY ANALYST IV	2
INFORMATION OFFICER IV	3
INTERNET/INTRANET ARCHITECT IV	1
IT SYSTEMS ARCHITECT	14
JUVENILE DETENTION CTR ADMIN	1
MANAGEMENT ANALYST IV	51
MANAGER, GENERAL DISTRICT COURT SERVICES	1
NETWORK/TELECOM ANALYST IV	6
PLANNER V	16
PROGRAM MANAGER	28
PROJECT COORDINATOR	15
PS INFORMATION OFFICER IV	2
PUBLIC HEALTH LABORATORY ASSISTANT DIR	1
PUBLIC WORKS ENV SVCS MGR	11
SYSTEMS ENGINEER III	1
TRANSPORTATION PLANNER V	8
<b>S32</b>	<b>58</b>
ASSISTANT ZONING ADMINISTRATOR	2
ASST DIR VEHICLE SERVICES	2
CHIEF, ENVIRONMENTAL MONITORING	1
CHILD CARE SERVICES DIRECTOR	2
CODE AUTH/STRATEGIC INIT MGR	1
CODE COMPLIANCE OPERATIONS MGR	1
COUNTY SURVEYOR	1

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CSB SERVICE DIRECTOR	11
DIR COMM POLICY/REGULATION DIV	1
DIR COMMUNICATN PRODUCTIONS DV	1
DIRECTOR, CONSUMER SERVICES DIVISION	1
DISASTER ASST SPECIALIST III	0
ENGINEER VI	7
HOUSING/COMM DEV DIV DIRECTOR	8
HUMAN RIGHTS DIVISION DIR	1
INFO TECH PROGRAM MANAGER I	15
INVESTMENT MANAGER	1
NFO TECH PROGRAM MANAGER I	1
SR PHARMACIST	1
<b>S33</b>	<b>46</b>
ASST DIR COURT SVCS	3
COMM SVS BD PLNG/DEV DIR	1
DEP COUNTY CLERK	1
DIR LAND ACQUISITIONS	1
DIV DIR COMM HEALTH DEVL	1
DIV DIR ENVIRONMENTAL HEALTH	1
DIV DIR PUBLIC HEALTH STRATEGIC OPS	1
DIV DIRECTOR HEALTH SRVS	1
FINANCE MANAGER CSB AND DFS	2
FINANCE MANAGER WASTEWATER STORMWATER MT	1
FINANCE MANAGER, DEPT OF HCD	1
HEALTH INTEGRATION AND SAFETY NET DIR	1
HHS INTEGRATION/ANALYTICS MANAGER	1
HHS RESOURCE MANAGER	0
INFO TECH PROGRAM MANAGER II	12
NEIGHBORHOOD/COMM SVCS DIV DIR	1
PARK DIVISION DIRECTOR	4
PLANNING & DEVELOPMENT SECTION DIRECTOR	1
POLICY AND INFORMATION MANAGER	2
PUBLIC HEALTH LABORATORY DIR	1
REAL ESTATE/GRANT MNGR, DHCD	1
SOLID WASTE OPERATIONS DIVISION DIRECTOR	1
TRANSPORTATION DIVISION CHIEF	6
URBAN FORESTRY DIV DIRECTOR	1
<b>S34</b>	<b>32</b>
COURTS IT PROGRAM DIRECTOR	1
DEPUTY DIR NEIGHBORHOOD & COMMUNITY SVCS	1
DEPUTY DIRECTOR OF PROCUREMENT AND MATER	1



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DEPUTY LIBRARY DIRECTOR	1
DIR PER PROP ST INCOME & LIC	1
DIR REAL ESTATE	1
DIRECTOR, REVENUE COLLECTION	1
DIVISION DIRECTOR, LDS/SW COMPLIANCE	4
FAMILY SERVICES DIVISION DIR	6
INFO TECH PROGRAM DIRECTOR I	10
IT SECURITY PROGRAM DIRECTOR	1
OFFICE STRATEGY MANAGEMENT DEPUTY DIR	1
PUBLIC HEALTH DENTIST	3
<b>S35</b>	<b>21</b>
ASSISTANT DEPUTY DIRECTOR CSB	2
ASST DIR PUBLIC WORKS & ENVIRON SERVICES	1
ASST PLANNING DIRECTOR	2
CHIEF DEPUTY COMM ATTORNEY	1
DEP DIR OFFICE PREVENT END HOMELESSNESS	1
DEP DIR PARK AUTHORITY	1
DEPUTY DIR, FAMILY SERVICES	2
DEPUTY DIRECTOR FOR HEALTH DEPARTMENT	2
DIR BLDG DESIGN AND CONST DIV	1
DIR MAINT & STORMWATER MGT	1
DIR OF STORMWATER PLANNING	1
DIR UTIL DESIGN AND CONST DIV	2
DIR WASTEWATER COLLECTION DIV	1
DIR WASTEWATER PLAN/MON DIV	1
DIR WASTEWATER TREATMENT	1
INFO TECH PROGRAM DIRECTOR II	0
ZONING ADMINISTRATOR	1
<b>S36</b>	<b>4</b>
DEPUTY DIRECTOR CSB	2
IT PROGRAM DIRECTOR III	2
<b>S37</b>	<b>9</b>
DEP DIR OPERATIONS HOUSING & COMM DEV	2
DEPUTY DIR DEPARTMENT OF TRANSPORTATION	1
DEPUTY DIRECTOR DIT	2
DEPUTY DIRECTOR DPWES - CAP	1
DEPUTY DIRECTOR DPWES - WWSTW	1
DEPUTY DIRECTOR, DEPARTMENT OF PLANNING	1
DEPUTY DIRECTOR, DPWES	1

# Response to Questions on Collective Bargaining

**Request By: Supervisor Gross**

**Question 5: What is prohibited activity? Is mere discussion of union matters around water cooler prohibited?**

**Response:**

In the County Staff's Discussion Draft 5/25/21, Section 3-10-5. – Employee Use of Work Time for Employee Organization Matters, states:

(a) Where no exclusive bargaining agent has been recognized as the representative of the employees involved, solicitation of support, membership, or dues, or engaging in any other employee organization activities is not permitted when the employee(s) involved is on duty.

(b) Any employee representing an exclusive bargaining agent in the negotiation of an agreement under this article, including in an impasse resolution proceeding, shall be authorized to use time when the employee otherwise would be in a duty status, but only to the extent consistent with County operations and service demands.

Section 3-10-5(a) applies when no exclusive bargaining agent has been recognized. In such a situation, employees are not permitted to engage in union organizing activities while on county time. For example, employees could not have a meeting on county time to discuss whether or not the employees wish to be represented by a union. Mere discussion of union matters around the water cooler is not prohibited. The next draft of the proposed ordinance will contain language to make this distinction clear.

# Response to Questions on Collective Bargaining

Request By: Supervisor Foust

**Question 6: Because the ordinance proposes 3-year contract terms, how does the ordinance ensure there is a process that takes annual fiscal impact into consideration?**

**Response:**

Several sections of the County Staff's Discussion Draft 5/25/21 make clear that any resulting collective bargaining agreement is subject to appropriation of funds by the Board:

Section 3-10-2, Definitions:

Collective Bargaining means to perform the mutual obligation of the County, by its representatives, and the exclusive bargaining representative of employees in an appropriate bargaining unit to meet and negotiate in good faith at reasonable times and places, with the good faith intention of reaching an agreement of **no shorter duration than three (3) years and subject to appropriation of funds by the County Board**, regarding wages, salaries, and all forms of monetary compensation as defined in the County Personnel/Payroll Administration Policies and Procedures and the Personnel Regulations; benefits as defined herein; matters affecting employee health and safety (including physical working conditions and personal protective equipment); and all other terms and conditions of employment. It shall not include discipline, grievance procedures, and other matters reserved to management's sole discretion as set forth in Section 3-10-4.

Section 3-10-4. - County's Rights and Authority.

(c) **Nothing in this ordinance or any collective bargaining agreement shall be construed or deemed to impair the Board of Supervisors' plenary authority to determine its tax levies, budgets, and appropriations**, as provided in Virginia Code § 40.1-57.2(B).

Section 3-10-7. – Labor Relations Administrator

(6) obtain any necessary support services and make necessary expenditures in the performance of duties, **subject to appropriation**;

Section 3-10-13. - Approval of tentative agreement.

(3) **the County Board specifies by resolution no later than the last day of October its good faith commitment to appropriate funding necessary** for the County to meet obligations under the tentative agreement as set forth in the fiscal impact study provided for in this section, with the **understanding that any such resolution remains subject to actual appropriation**. If the Board does not resolve to fund any provision(s) of the tentative agreement requiring appropriation, the County Executive and the exclusive bargaining agent may re-open negotiations on those provisions, which shall be scheduled as promptly as possible with the good faith objective to negotiate provisions that may be acceptable to the Board for its consideration within the County's budget

## Response to Questions on Collective Bargaining

preparation and approval schedule. Upon presentation to the Board of any tentative agreement re-negotiated under this subsection before the end of the calendar year, the Board shall consider and specify by resolution as soon as practicable its good faith commitment to appropriate funding necessary for the County to meet obligations under the tentative agreement, with the understanding that any such resolution remains subject to actual appropriation; and

Thus, while the collective bargaining agreements have no shorter duration than three years, each year's agreement is subject to the appropriation of funds by the Board. The three year contract duration language could be eliminated to avoid any confusion about annual appropriation responsibility. It was included in the draft in the interest of promoting stability of terms and decreasing the frequency of contract negotiation sessions.

# Response to Questions on Collective Bargaining

**Request By: Supervisor Gross**

**Question 7: How will the proposed ordinance mesh with the existing Personnel Regulations, and how much impact will there be to the Personnel Regulations?**

**Response:**

While the County Staff's Discussion Draft dated May 25, 2021 defines what would be included in the scope of collective bargaining, once bargaining agreements are reached with the proposed three bargaining units and approved by the Board of Supervisors, those agreements, and not the Personnel Regulations, would govern the employees in that bargaining unit to the extent that the agreement covers subjects that are set out in the Personnel Regulations. Alternatively, a collective bargaining agreement could incorporate by reference those chapters of the Personnel Regulations that the employees in that bargaining unit agree to follow. If the collective bargaining agreements do not cover subjects that are set out in the Personnel Regulations, for example, Recruitment and Examination (Chapter 5), Eligible Lists (Chapter 6), Certification and Appointment (Chapter 7), etc., the Personnel Regulations would still govern. Additionally, merit employees who cannot collectively bargain would be covered by the Personnel Regulations.

Depending on the specifics of each collective bargaining agreements, the Department of Human Resources may have to amend Personnel Payroll Administration Policies and Procedures (PPAPP) Memoranda and DHR partner agency's policies.

# Response to Questions on Collective Bargaining

**Request By: Supervisor Storck**

**Question 8: What does curbs by standard of reasonableness mean in 3-10-5 (b)?**

**Response:**

The draft ordinance at Section 3-10-5(b) authorizes bargaining unit employees to spend some duty time attending to certain union-management matters provided by the ordinance such as contract negotiations and related proceedings. It was stated in the June 29 Personnel Committee meeting that the language "but only to the extent consistent with County operations and service demands" was intended to "curb" the amount of paid duty time that reasonably might be allowed by considering the need (service or operations demands) for the employee's services at a given time. This issue is under advisement for a language change in the next draft to make this clearer (or make it a matter to be negotiated between the parties as to amount and nature of time).

# Response to Questions on Collective Bargaining

**Request By: Supervisor Foust**

**Question 9: What is not allowed to be negotiated? What is permissible that we are not doing?**

As defined in Section 3-10-2 of the County Staff's Discussion Draft May 25, 2021, collective bargaining includes "wages, salaries, and all forms of monetary compensation as defined in the County Personnel/Payroll Administration Policies and Procedures and the Personnel Regulations; benefits as defined herein; matters affecting employee health and safety (including physical working conditions and personal protective equipment); and all other terms and conditions of employment." Benefits are defined as "leave (paid and unpaid) and insurance (health, life, and disability insurance, including contributions and levels of coverage, but not the choice of provider)." *Id.*

Matters that are excluded include any "matters controlled or preempted by any federal or state constitutional provision, law, rule, or regulation." *Id.* Additionally, "discipline, grievance procedures, and other matters reserved to management's sole discretion as set forth in Section 3-10-4" are excluded from the County Staff's Discussion Draft 5/25/21. *Id.* Section 3-10-4 reserves the following rights to management:

(a) This article shall not be deemed in any way to limit or diminish the authority of the County to manage and direct the operations and activities of the County to the fullest extent authorized and permitted by law other than as provided in this article and in the definition of "collective bargaining" (Section 3-10-2). Thus, the County retains exclusive rights:

- (1) to determine the type and scope of work to be performed by County employees, and the manner in which services are to be provided;
- (2) to direct the work of employees and determine the number of employees to perform any work or service;
- (3) to hire, promote, transfer, assign, retain, classify, and schedule all employees and to suspend, demote, discharge, or take other disciplinary action against employees;
- (4) to relieve employees from duties by layoff or other reduction-in-force due to lack of work, budget limitations, changed working conditions/requirements or for other reasons in the County's reasonable business judgment and not prohibited by law, except that the notice provisions and the layoff or other reduction-in-force procedures to be followed may be the subject of collective bargaining as long as any such agreement complies with all applicable laws and regulations;
- (5) to introduce new, or different services, methods, equipment, or facilities;

## Response to Questions on Collective Bargaining

(6) to contract for, expand, reduce, sell, transfer, convey, or eliminate particular operations or services of general government, as well as any department, office or part thereof;

(7) to establish and change standards of behavior or performance, staffing levels, job qualifications, and job descriptions, except that performance evaluation procedures may be the subject of collective bargaining;

(8) to determine the kind, type, location, and use of County-owned equipment or facilities, provided that the County does not require use or operation of unsafe equipment or the unsafe operation of equipment;

(9) to maintain a uniform grievance procedure that complies with all applicable provisions of the Virginia Code (including grievances culminating in a final and binding decision from the Civil Service Commission and nongrievable complaints eligible for an advisory decision from a hearing officer appointed by the Chair of the Civil Service Commission), except that collective bargaining may be permitted over progressive disciplinary processes; and

(10) to maintain the efficiency and integrity of the operations entrusted to 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 emergencies.

(c) Nothing in this ordinance or any collective bargaining agreement shall be construed or deemed to impair the Board of Supervisors' plenary authority to determine its tax levies, budgets, and appropriations, as provided in Virginia Code § 40.1-57.2(B).

The current draft ordinance does not include retirement benefits as a matter that is subject to collective bargaining. In addition to offering a deferred compensation plan, the County currently offers three separate retirement systems (Employees', Uniformed, and Police) and each of those systems have multiple plans. Each system is set out in Chapter 3 of the Fairfax County Code: Article 2 - Fairfax County Employees' Retirement System; Article 3 - Fairfax County Uniformed Retirement System; and Article 7 Fairfax County Police Officers Retirement System. The Board of Supervisors has vested the general administration and responsibility for the operation of each system in a Board of Trustees and each systems' respective Board of Trustees is accountable to the Board of Supervisors. The systems not only must conform to Virginia law, but to the Internal Revenue Code in order to maintain the qualified status of each system.

Regarding subjects that the County could allow to be negotiable but that are excluded from the scope of bargaining in the draft, please note that all of the subjects excluded from bargaining in the draft can be included if the Board of Supervisors so chooses, **except** its authority to determine tax levies, budget and appropriations. However, the rights reserved to the County in the draft are commonly reserved in more comprehensive collective bargaining ordinances and are deemed fundamental to the



## Response to Questions on Collective Bargaining

locality's responsibility and ability to make service and operations obligations to County residents paramount. A middle ground approach may be to permit greater bargaining scope and latitude in some of the excluded areas by expressly providing that the County *may*, at its election, bargain on such matters from time to time as it determines appropriate to promote the goals of the legislation (i.e., the language would more expressly make some of these subjects "permissive" subjects of bargaining; they would not be so-called "mandatory" subjects on which bargaining is required).