

Loudoun County Public Library Board of Trustees

AGENDA: *Monthly Meeting for June 2021*

NOTICE OF ELECTRONIC MEETING: Due to the ongoing COVID-19 Pandemic, Library Board of Trustees (LBOT) meeting will be conducted as an Electronic Meeting pursuant to the Continuity Ordinance adopted by the Board of Supervisors on March 16, 2021. Members of the public are strongly encouraged to view and participate in the LBOT meeting by electronic or other means, in furtherance of the Governor's Executive Orders and social distancing directives. To learn more about participating remotely in this meeting, visit <https://www.loudoun.gov/remoteparticipation>.

Electronic/call-in public input: To sign up for electronic public input, contact the Library at communications@library.loudoun.gov or call 703-737-8468 no later than noon, June 16, 2021. Instructions will be provided to individuals who sign up for electronic public input prior to the LBOT Meeting.

The Conference Room, Library Administration Building, 102 North Street NW Suite A Leesburg VA 20176 remains open for members of the public who wish to view the meeting in person.

RESOLUTION

TO CONDUCT AN ELECTRONIC MEETING UNDER THE READOPTED CONTINUITY OF GOVERNMENT ORDINANCE

WHEREAS, the COVID-19 pandemic constitutes a real and substantial threat to public health, safety and welfare; and

WHEREAS, the COVID-19 pandemic constitutes a disaster as defined in Virginia Code Section 44.146.16; and

WHEREAS, on March 16, 2021, the Board of Supervisors readopted a continuity of government ordinance pursuant to Virginia Code Section 15.2-1413.

NOW, THEREFORE, BE IT RESOLVED that the Library Board of Trustees (LBOT) is conducting the Wednesday, June 16, 2021 LBOT meeting as an electronic meeting pursuant to the readopted continuity of government ordinance and hereby certifies that all items on the Agenda for this meeting are necessary or appropriate to ensure the continuity of government during the COVID-19 pandemic disaster.

Christina Olorunda
Chair, Library Board of Trustees

ATTEST:

Manisha Adhikari
Secretary, Library Board of Trustees

Adopted by the Library Board of Trustees of Loudoun County, Virginia, this 16th day of June, 2021.

DATE & TIME: *Wednesday, June 16, 2021 at 7:00 p.m.*

LOCATION: *Webex Meeting, 102 North Street NW Leesburg, VA 20176*

ACCOMMODATIONS: To request a reasonable accommodation for any type of disability, please call 703-777-0674 three days prior notice is requested.

Loudoun County Public Library Board of Trustees

AGENDA: *Monthly Meeting for June 2021*

7:00 p.m. CALL TO ORDER

MOMENT OF SILENCE

COMMENTS

- Public Comment
- Board Comment
- Director's Comment

AGENDA CHANGES

MINUTES APPROVAL

May 2021 LBOT Meeting Minutes

REPORTS

Middleburg Library
Middleburg Library Advisory Board
Director's Report:

Branch Manager Sheila Whetzel
President Alix Coolidge
Director Chang Liu

INFORMATION ITEMS

- II 01** LBOT Chair and Vice Chair Nomination
- II 02** LCPL FY2022 Budget Update
- II 03** Staffing Update
- II 04** Security Cameras in the Branches
- II 05** Collective Bargaining

ACTION ITEMS

- AI 01** LBOT Chair and Vice Chair Election
- AI 02** Approval of LCPL Policies
- AI 03** Thomas Balch Library Contract
- AI 04** Collective Bargaining

Closed Executive Session

ADJOURNMENT

Remote access via WebEx for the Library Board of Trustees Meeting

LCPL Library Board of Trustees Meeting
June 16, 2021 @ 7:00 PM

Event Address: <https://loudoun-gov.webex.com/loudoun-gov/onstage/g.php?MTID=e7bf9507985fb5fd7d2319f2950dbe539>
Password: LBOT

Telephone Access
Call 1-844-992-4726 Enter access code: 173 704 5141#

DATE & TIME: *Wednesday, June 16, 2021 at 7:00 p.m.*

LOCATION: *Webex Meeting, 102 North Street NW Leesburg, VA 20176*

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Loudoun County Public Library Board of Trustees Meeting Minutes

May 19, 2021

The Library Board of Trustees (LBOT) met virtually via WebEx on Wednesday, May 19, 2021 at 7:18 PM. The Chair and Secretary were present.

Present Christina Olorunda, Chair
 Walter Purnell, Vice Chair
 Alana Boyajian
 Kathleen Kuhn
 Christine Newton
 Sean Mallon
 Priscilla Martinez
 Monti Mercer
 Sara Pensgard

 Chang Liu, Director

Absent None

I. **CALL TO ORDER**

Chair Olorunda read the resolution for electronic public meetings to ensure the continuity of government during the COVID-19 pandemic. The resolution carried 9-0-0-0 (**yes/abstained/no/not present**).

Ms. Olorunda called the meeting to order at 7:20 PM and asked for a moment of silence.

II. **AGENDA CHANGES**

Ms. Olorunda asked if there were any agenda changes. There were none.

III. **PUBLIC COMMENT**

There was no public comment.

IV. **BOARD COMMENT**

Ms. Olorunda opened the floor for board member comments.

Trustee Pensgard thanked staff for their professionalism.

Trustee Newton thanked staff for adapting to a rapidly changing environment.

Trustee Mercer congratulated Troy Wingard (Brambleton Library, Teen Services) for being named the Loudoun County Employee of the Month for April 2021. He mentioned sharing this information with Dulles District Supervisor Matt Letourneau.

Trustee Martinez thanked staff for their hard work and board members and senior managers for their leadership.

Trustee Mallon praised Ms. Olorunda for being a fearless leader during the pandemic. He also thanked Director Liu and the staff.

Trustee Kuhn mentioned how Sterling Branch Manager Katie Kalil was brimming with positive energy during a recent visit to the library. This positive attitude, programs and ideas make LCPL one of the top libraries of the nation.

Trustee Boyajian thanked staff and Ms. Liu for the Resumption of Services plan. She also mentioned positive feedback from members of public.

Vice Chair Purnell said he is impressed with the staff and added that the Resumption of Services plan looks great.

Ms. Olorunda stated echoed all the statements made by trustees about the staff. She reminded everyone that Mr. Mallon is nearing the end of his 8-year term and there will be a celebration in his honor.

V. DIRECTOR'S COMMENTS

Ms. Liu thanked the trustees for their confidence in her and LCPL staff. She thanked Deputy Director Mike Van Campen and the roughly two dozen other staff members who worked on the Resumption of Services plan.

VI. READING AND APPROVAL OF MINUTES

Ms. Olorunda requested a motion to approve the minutes of the April 2021 LBOT meeting.

Ms. Kuhn moved to approve the minutes. The motion was seconded by Mr. Mercer.

The motion carried **9-0-0-0** (yes/abstained/no/not present).

VII. REPORTS

Gum Spring Library Branch Manager Vivy Niotis gave an update for her branch and Tricia Hannighan presented on behalf of the Friends of the Gum Spring Library. The reports were received and placed on file.

VIII. Director's Report

Ms. Liu's report was received and placed on file.

IX. INFORMATION ITEMS

II 01 Chair and Vice Chair Nomination Process

Ms. Olorunda announced the election of the new Chair and Vice Chair for FY 2022 will take place at the June meeting. She said Mr. Mallon will be the sole member of the Nominating Committee and trustees should contact him if they're interested in making a nomination.

II 02 LCPL FY2022 Budget Update

Ms. Liu presented a brief on FY 22 budget. She said all employees with a satisfactory rating will receive 3% raise in FY 2022.

II 03 Staffing Update

Ms. Liu revealed the vacant Programming Coordinator positions were filled by two internal candidates, Aryn Dagirmanjian and Kelly Senser. She mentioned the two System Analyst positions for Technology Services had been posted and interviews were being scheduled. Ms. Liu congratulated former Rust Library Branch Manager Sydney McCoy for accepting the Division Manager of Branch Services position and Jessica West for becoming the Division Manager for Collection Management Services. She thanked Jacob Etter for stepping in as Interim Branch Manager for Rust Library.

II 04 Update on BOS' Library Governance

Ms. Olorunda announced the Loudoun County Board of Supervisors is no longer considering a change to Loudoun's form of government that would impact the LBOT.

II 05 Draft LCPL Policies

Ms. Liu presented the trustees with a draft of the updated LCPL policies. A vote to approve the policies will take place at the June meeting.

II 06 Security Cameras in the Branches

Ms. Liu welcomed Jim Reid, Loudoun County Safety and Security Program Manager. Mr. Reid provided an overview of the County's initiative to install cameras at the entrances of all government buildings. Mr. Reid presented the details about the specific camera policy for LCPL.

The trustees had several questions and concerns regarding. The cameras will not be turned on before a policy is approved.

CLOSED SESSION:

(1) Motion for Convening Closed Session:

Chair Olorunda moved that the Loudoun County Public Library Board of Trustees recess the public meeting and enter into Closed Session at 8:13 pm pursuant to Section 2.2-3711(A)(8) of the Code of Virginia to consult with legal counsel on a specific legal matter requiring the provision of legal advice. The purpose of the Closed Session is to consult with legal counsel on whether LCPL policies as currently drafted omit legally required language about disabled individuals. Mr. Mercer seconded the motion.

Vote: **9-0-0-0 (yes/abstained/no/not present)**

(2) Motion to Adjourn Closed Session:

Ms. Olorunda moved that the Closed Session be adjourned and that the minutes should reflect that no formal action was taken in the Closed Session. Mr. Mercer seconded the motion.

Vote: **9-0-0-0 (yes/abstained/no/not present)**

(3) Resolution Certifying Closed Session

Whereas, the Loudoun County Public Library Board of Trustees has this 19th day of May 2021 convened in closed session by an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act:

Now, therefore, be it resolved that the Library Board of Trustees does hereby certify that to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were discussed in the closed session to which this certification applies; and (2) only such public business matters as were identified in the motion by which the said closed session was convened were heard, discussed or considered by the Library Board of Trustees.

Vote: **9-0-0-0 (yes/abstained/no/not present)**

(4) Motion to Certify Closed Session:

Ms. Olorunda moved that the Resolution Certifying the Closed Session be adopted and reflected in the minutes of the public meeting. Mr. Mallon seconded the motion.

Vote: **9-0-0-0 (yes/abstained/no/not present)**

PLEASE NOTE:

No resolution, ordinance, rule, contract, regulation or motion adopted, passed or agreed to in a closed meeting shall become effective unless the public body, following the meeting, reconvenes in open meeting and takes a vote of the membership on such resolution, ordinance, rule, contract, regulation, or motion that shall have its substance reasonably identified in the open meeting. Virginia Code § 2.2-3711 (B)

ADJOURNMENT

Ms. Olorunda asked for a motion to adjourn the meeting.

Mr. Mallon moved to adjourn the meeting; Mr. Mercer seconded the motion.

The motion carried **9-0-0-0 (yes/abstained/no/not present)**.

ADJOURNMENT

The meeting was adjourned at 9:43 PM

Respectfully submitted by,

Manisha Adhikari

Manisha Adhikari

Secretary

Adopted by the Board in June 2021

(Signature of Presiding Officer)

Loudoun County Public Library Board of Trustees
INFORMATION ITEM SUMMARY: II01 Chair and Vice Chair Nomination

SUBJECT:	Chair and Vice Chair Nomination
CONTACT:	Trustee Sean Mallon
ACTION DATE:	June 16, 2021
RECOMMENDATION:	
BACKGROUND:	<p>Per LBOT Bylaws, the election of Chair and Vice Chair needs to take place annually. At the May 2021 LBOT meeting, Chair Olorunda appointed Trustee Sean Mallon to serve as the Nominating Committee for next year's LBOT Chair and Vice Chair positions. Mr. Mallon will present the slate of the nominees and ask for nominations from the floor at the June 2021 LBOT meeting.</p> <p>As of today (June 9, 2021) Mr. Mallon has received the following nominations: Christina Olorunda for Chair; and Walt Purnell for Vice Chair.</p>
ISSUES:	
FISCAL IMPACT:	
DRAFT MOTION:	
ATTACHMENTS:	
NOTES:	
ACTION TAKEN:	

Loudoun County Public Library Board of Trustees
INFORMATION ITEM SUMMARY: II 02 LCPL FY 2022 Budget Update

SUBJECT:	LCPL FY 2022 Budget Update
CONTACT:	Director Chang Liu
ACTION DATE:	June 16, 2021
RECOMMENDATION:	Director Liu will provide an update on the Library's current and FY2022 budgets.
BACKGROUND:	
ISSUES:	
FISCAL IMPACT:	
DRAFT MOTION:	
ATTACHMENTS:	
NOTES:	
ACTION TAKEN:	

Loudoun County Public Library Board of Trustees
INFORMATION ITEM SUMMARY: II 03 Staffing Update

SUBJECT:	Staffing Update
CONTACT:	Director Chang Liu
ACTION DATE:	June 16, 2021
RECOMMENDATION:	Director Liu will provide an update on the Library's staffing situation.
BACKGROUND:	
ISSUES:	
FISCAL IMPACT:	
DRAFT MOTION:	
ATTACHMENTS:	
NOTES:	
ACTION TAKEN:	

Loudoun County Public Library Board of Trustees
INFORMATION ITEM SUMMARY: II04 Security Cameras in LCPL Branches

SUBJECT:	Security Cameras in LCPL Branches
CONTACT:	Director Chang Liu and Mr. Jim Reid, Loudoun County Safety Manager
ACTION DATE:	June 16, 2021
RECOMMENDATION:	Director Liu will provide an overview of the County's initiative to install cameras at the public entrances and public exits of all the library branches, except the Law Library. Trustees are invited to provide feedback on the draft policy. See attached.
BACKGROUND:	For patron and staff safety, and to facilitate the management and documentation of disruptive behavior in library branches, the County is installing cameras at the public entrances and public exits of all library branches, except the Law Library. The installation of the cameras is complete; however, before the cameras may become operational, signage and Library policy must be in place, which will be the focus of this discussion at the June 2021 LBOT meeting.
ISSUES:	
FISCAL IMPACT:	About \$110,000 of LCPL budget has been spent on the purchase and installation of the cameras.
DRAFT MOTION:	
ATTACHMENTS:	Loudoun County Public Library Video Surveillance Program draft policy
NOTES:	
ACTION TAKEN:	

Loudoun County Government
Administrative Policies and Procedures

Title: Loudoun County Public Library Video Surveillance Program

Number????

Draft 5/15/21

- I. Purpose:** The purpose of this policy is to establish guidelines for the implementation and management of the video surveillance system at the buildings used by the Loudoun County Public Library (“LCPL”). The Loudoun County Library Board of Trustees has been consulted on this policy.

- II. Definitions:**

Video Surveillance System: A system comprised of cameras, cabling, monitor(s) and recording devices capable of capturing video images that can be compressed, stored, or sent over communication networks.

- III. Policy Statement:** LCPL has an interest in preserving the safety of its staff and patrons. A video surveillance system can assist in this effort by capturing images and providing the ability to view live video or store video for review at a later date. The presence of a video surveillance system, along with notice signage, can also act as a deterrent to unlawful or disruptive behavior. The Library will notify the public by providing appropriate notice signage indicating the presence and use of the system. Access to the system shall be controlled as outlined herein.

- IV. Management of the Library Video Surveillance System:** This policy is jointly managed and implemented by the Department of General Services (“DGS”) and the LCPL.
 - A. Questions regarding this policy should be addressed to the Safety and Security Program Manager within DGS.
 - B. DGS shall provide notice to the public and staff of the use of video surveillance.
 1. Signage: Signs informing the public and staff of the functional presence of video surveillance shall be posted at each entrance to each LCPL facility.
 2. This policy is available upon request from library management and/or DGS.
 - C. This surveillance system is operational 24 hours a day at each location operated by the LCPL.

 - D. **Surveillance Equipment Placement:** The placement of video surveillance cameras will be carefully chosen with due respect to the privacy of patrons and

staff. With the exceptions of Middleburg Library and the Law Library, cameras are placed only at the public entrance of each facility in order to view those entering and exiting.

- E. **System Access:** Access to the system is limited to designated Security Managers within DGS.
- F. **Image Retention:** All video images will be retained on the system for 90 days. After 90 days has elapsed the video will be deleted automatically from the system. Upon request, video will be copied to secure file and kept until they are no longer needed as determined by DGS and/or LCPL. .
- G. **Image Dissemination:** Images obtained are the property of Loudoun County. Images may be disseminated when security and safety needs dictate, such as:
 - 1. Identification of persons banned from the property
 - 2. Images depicting suspicious and/or criminal activity
 - 3. Images depicting accidents or other safety concerns on the property
 - 4. Images depicting any activity of interest that involves safety and/or security of the facility, staff, patrons, and others
- H. **Image Request Documentation:** DGS will document all image requests with the following information:
 - 1. **Internal Staff Request:** Requests from departments or agencies within the County government shall be routed to DGS for action. If the request comes from outside LCPL, Library Administration management will be consulted prior to release. (Requests with the following information by email are sufficient:)
 - a) Name of Requestor
 - b) Date of request
 - c) Reason for request
 - 2. **External Requests:** Requests of this nature must utilize the Freedom of Information Act process (see Administrative Policies and Procedures FOIA-03). All FOIA requests will be examined to determine if exemptions apply.
 - 3. **Law Enforcement Requests:** All requests from law enforcement agencies to view video footage should be routed to DGS for further action. Should the law enforcement agency require confidentiality, LCPL personnel will not be notified of its request for access to the video surveillance footage. All requests related to video footage which may have some involvement in a potential criminal offense shall be referred to the appropriate law enforcement agency for investigation.



Loudoun County
—  —
V I R G I N I A

NOTICE



VIDEO CAMERAS IN USE



Loudoun County
—  —
V I R G I N I A

NOTICE



**VIDEO CAMERAS IN USE
AT ENTRANCES ONLY**

Loudoun County Public Library Board of Trustees
INFORMATION ITEM SUMMARY: II05 Collective Bargaining

SUBJECT:	Collective Bargaining
CONTACT:	Chair Christina Olorunda
ACTION DATE:	June 16, 2021
RECOMMENDATION:	
BACKGROUND:	Chair Olorunda will give a brief status overview on the collective bargaining ordinance currently under review by the BOS.
ISSUES:	
FISCAL IMPACT:	
DRAFT MOTION:	
ATTACHMENTS:	Options for a Collective Bargaining Ordinance
NOTES:	
ACTION TAKEN:	

**BOARD OF SUPERVISORS
BUSINESS MEETING
ACTION ITEM**

SUBJECT: Options for a Collective Bargaining Ordinance

ELECTION DISTRICT: Countywide

CRITICAL ACTION DATE: May 18, 2021

STAFF CONTACTS: Jeanette D. Green, Director, Human Resources
Leo Rogers, County Attorney

PURPOSE: To obtain Board of Supervisors (Board) direction concerning various options for a local ordinance authorizing the traditional model of collective bargaining and recognizing labor unions or other employee associations as bargaining agents for eligible County employees.

RECOMMENDATION: Staff recommends that the Board vote on whether to move forward with adopting a collective bargaining ordinance. Should the Board vote to move forward with adopting a collective bargaining ordinance, staff further recommends that the Board: require that the majority (50% plus one vote) of all employees in a bargaining unit vote in the election as one of the requirements for certification of a labor union as the exclusive bargaining representative of the bargaining unit; require that personal employee data only be provided to labor unions on an “opt in” basis; require that in the event of an emergency impact bargaining shall occur at the sole discretion of the Board of Supervisors in consultation with the County Administrator; and retain the current County policy to allow labor unions access to the Government Center, Shenandoah, and Ridgetop Circle county facilities twice per year.

BACKGROUND: The Code of Virginia currently provides that no county, city, or town governing body has the authority to recognize, bargain with, or enter into a collective bargaining contract with a labor union or employee association as a bargaining agent for public employees. Effective May 1, 2021, the addition of a new section of the Code of Virginia, [40.1-57.2](#), will remove this prohibition and allow localities to adopt a local ordinance or resolution authorizing the locality to recognize, bargain with, and/or enter into a collective bargaining contract with a labor union or employee association as a bargaining agent for its employees. The new law further provides that any locality that has not adopted an ordinance or resolution providing for collective bargaining shall be required to take a vote on whether to adopt or not adopt such an ordinance or resolution within 120 days of receiving a certification from a majority of public employees in a unit considered by such employees to be appropriate for the purposes of collective bargaining.

At the April 20, 2021 Board Business Meeting, staff brought an Action Item to provide the Board with an overview of the legislative changes and to provide samples of the types of ordinances the Board may adopt to address collective bargaining for County employees. Staff recommended that the Board provide direction on whether it wishes to adopt a local ordinance or resolution authorizing the County to recognize, bargain with, and/or enter into a collective bargaining agreement with a labor union or employee association as a bargaining agent for a group of County employees. Staff further recommended that the Board provide direction to staff on the type of local ordinance it may wish to adopt at a future date. At the meeting, the Board voted (6-3: Buffington, Kershner and Letourneau opposed) to direct staff to return to the May 18, 2021 Board Business Meeting with options for a local ordinance authorizing the traditional model of collective bargaining and recognizing labor unions or other employee associations as bargaining agents for eligible County employees. Further, at the April 20, 2021 Board Business Meeting, Chair Randall advised staff that she would follow up with additional input to assist staff with developing options for a local collective bargaining ordinance.

On May 7, 2021, staff met with Board leadership to discuss options for developing a local collective bargaining ordinance. Board leadership provided guidance that staff should develop an ordinance that was substantially similar to the local collective bargaining ordinance the City of Alexandria adopted on April 17, 2021. Board leadership identified areas where staff had the flexibility to customize the ordinance to meet the County's business and operational needs and objectives. Further, Board leadership assisted staff with identifying and defining issues staff would need to seek Board direction on at its May 18, 2021 Business Meeting to finalize a draft collective bargaining ordinance.

Draft Loudoun County Collective Bargaining Ordinance

Based on guidance from Board leadership, staff prepared the Draft Loudoun County Collective Bargaining Ordinance (draft ordinance) (Attachment 1). The draft ordinance addresses the critical components of a collective bargaining agreement in a substantially similar manner as the City of Alexandria's collective bargaining ordinance, with some changes designed to reflect the County's operations or address the County's unique business needs and objectives. The draft ordinance includes language addressing the following critical components:

- **A Neutral-Third Party:** The draft ordinance provides for a Labor Relations Administrator (LRA) to serve as the County's neutral third party and for the LRA to be appointed by the County Administrator, subject to confirmation by the Board, for a four-year term. The draft ordinance further provides that the LRA will be responsible for administering the ordinance as it governs exclusive bargaining representative selection, certification and decertification procedures, labor-management disputes, and choice of mediator(s) and/or arbitrator(s) as needs arise under the ordinance or under any collective bargaining agreement. The language in the draft ordinance outlining the role and selection of the LRA is substantially similar to the language in the City of Alexandria's collective bargaining ordinance.

- **Eligible and Excluded Employees:** Section [40.1-57.2 \(D\)](#) of the Code of Virginia provides minimal guidance on which employees are eligible or excluded from representation by a union. The law only prohibits Constitutional Officers from recognizing any labor union or employee association as a bargaining agent of any public officer or employees, or to collectively bargain or enter into a collective bargain agreement with any such union or association or its agents, with respect to any matter relating to them or their employment or service. No other guidance is offered in the new law on employees excluded from the bargaining process. The draft ordinance defines “eligible employee” as “any employee of the County, except it does *not* include anyone who is: an employee of any local constitutional officer, i.e., officers elected pursuant to Article VII, Section 4 of the Constitution of Virginia; a “confidential employee,” “managerial employee,” or a “supervisor,” as defined by the ordinance; a temporary or seasonal employee, as defined in the ordinance; an intern or volunteer; a member of a board or commission, or other appointee of any public body as defined by state law; or an attorney whose responsibilities include providing legal advice to the County or performing legal research for the County as a client. The language in the draft ordinance defining “eligible employees” is substantially similar to the language in the City of Alexandria’s collective bargaining ordinance, except the draft ordinance does not refer to “an employee of the courts” or “intermittent” employees as these categories of employees do not exist under County policy. Further, staff added language to the definition of “managerial employee” to include “Division Manager I” positions and above in the definition.

- **Designation of Bargaining Units:** The new Virginia law does not define what constitutes a “bargaining unit” and provides no guidance to a locality on how to establish a bargaining unit. Traditionally, a bargaining unit is a group of employees in one or more job classifications who share similar workplace interests and terms and conditions of employment. The criteria for establishing bargaining units varies across public sector labor laws. Some laws outline the specific bargaining units within the law itself (e.g., Non-Supervisory Firefighters, Trades and Maintenance, or Administrative Professionals). Other laws merely establish the criteria a group of employees must meet to be considered an appropriate bargaining unit (e.g., 100 or more employees, similar working conditions, and/or a community of interest). The draft ordinance sets forth the bargaining units as follows:
 - Fire and Rescue: The fire and rescue employees' bargaining unit shall consist of the uniformed fire employees, including fire marshals, except those excluded by definition in section 259.03;

 - 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 259.03; and

- Professionals and Specialists: Employees whose primary duty is the performance of work in a field that requires a professional license or certification or specialized knowledge and the exercise of discretion and independent judgment in the execution of job duties, except those excluded by definition in section 259.03.
- Administrative and Other Support Services: Non-supervisory and non-managerial employees whose primary duty is the performance of office support, customer service, or other general programmatic or operational support services, and who are not confidential employees excluded from collective bargaining within the definition set forth in section 259.03.

The above-listed bargaining units are similar to the bargaining units outlined in the City of Alexandria collective bargaining ordinance, but with changes designed to be more reflective of the County's workforce. For example, the County's draft ordinance does not include a bargaining unit for "Police," as the County does not currently have a Police department. Further, staff expanded the City of Alexandria's bargaining unit definition of "professional" and "administrative" employees to make eligible more of the County's workforce than otherwise would have been included under the City of Alexandria's definition.

- **Procedures for certifying and decertifying a union as an exclusive bargaining representative:** The new Virginia law requires any local ordinance to provide for procedures for the certification and decertification of exclusive bargaining representatives, including reasonable public notice and opportunity for labor organizations to intervene in the process for designating an exclusive representative of a bargaining unit. As currently worded, the new state law does not provide any guidance on what constitutes a valid certification or any procedures for how such a certification should be duly submitted to the locality, or how an alternate labor union can intervene in the process.

The draft ordinance provides for the certification and decertification of unions as exclusive bargaining agents through an election process administered by the LRA. An employee organization may request an election be held by submitting a petition for an election to the LRA representing a showing of interest by at least 30 percent of the employees in a bargaining unit permitted by the ordinance. Any additional interested employee organization must submit a petition of intervention to the LRA, which must be accompanied by a showing of interest by 30 percent of the employees in the appropriate bargaining unit within ten days of notice of the pending election. An election shall be held within 45 calendar days after written notice to all parties of the determination by the LRA of a valid petition for election. To be recognized as the exclusive bargaining agent, a majority (50% plus one vote) of all employees in the bargaining unit must vote in the election **and** a majority (50% plus one vote) of voters must vote to recognize the union. The election procedures in the draft ordinance are substantially similar to the City of Alexandria's collective bargaining ordinance, except Alexandria's ordinance does not

include a requirement that a majority of all employees in the bargaining unit vote in the election, it only requires that the union receive a majority of the votes cast.

- **Mandatory, permissive, and prohibited subjects of bargaining:** Public sector labor laws often outline three categories of subjects of bargaining, mandatory, permissive, and prohibited/illegal subjects of bargaining. A mandatory subject of bargaining is a subject over which the parties must bargain if a proposal is made by either party. This does not mean that the parties must reach agreement on such proposals, but rather that they must engage in the process of bargaining in good faith over the subject. Mandatory subjects may be limited to wages and/or benefits only or be defined more broadly to also include working conditions or terms and conditions of employment. Permissive (voluntary or non-mandatory) subjects of bargaining are subjects the parties are not required to bargain but may choose to bargain if both parties agree. Illegal subjects are those that cannot be legally bargained over by either party. In other states, these are subjects that the collective bargaining ordinance or statute expressly prohibit the parties from negotiating or entering into collective bargaining agreements on. The new state law does not provide any guidance on mandatory or permissive subjects of bargaining. Regarding prohibited subjects of bargaining, § 40.1-57.2 only provides that no ordinance or resolution adopted by the locality shall include provisions that restrict the governing body's authority to establish the budget or appropriate funds.

The draft ordinance sets forth that the County, by its representatives, and the exclusive bargaining representative of employees in an appropriate bargaining unit, must meet and negotiate in good faith regarding wages and benefits, hours, and working conditions, including procedures to resolve employee grievances. The City of Alexandria's ordinance excludes discipline and disciplinary grievances from the items subject to bargaining. However, Board leadership provided guidance to staff to include discipline at the level of a suspension or higher in the bargained grievance procedure. The draft ordinance reflects this guidance. Further, in accordance with Virginia Code §40.1-57.2 and other applicable law, the draft ordinance provides that no provision of this ordinance or the terms of any collective bargaining agreement shall impair or restrict the authority of the County's Board to establish its budget and appropriate funds in its discretion.

- **Management Rights Retained by the County:** Currently the Board has full authority to unilaterally establish, revise, and rescind County policies and procedures governing the employment of County employees, and the County Administrator is authorized by the Board to establish, revise, and rescind administrative policies to administer the Board's policies and directives. The Board and the County Administrator's authority in this area is constrained only by applicable federal and state laws governing employment. By establishing a traditional collective bargaining ordinance, the Board is choosing to rescind its unilateral authority for decision making in certain areas and instead create an obligation on the part of the County to bargain with a union in good faith prior to taking certain actions. The provisions of a ratified collective bargaining agreement become an additional constraint on management's authority to act unilaterally. The new law does not provide

any guidance to localities on what can appropriately be included in management rights, except for the prohibition against restricting the governing body's authority to establish the budget or appropriate funds. Public sector labor laws and negotiated collective agreements vary on what is included within management rights. Examples of rights often expressly retained by localities, to the extent allowable by governing laws, include the ability to assign work, assess employee performance, hire and promote employees, outsource functions, and make unilateral decisions in the event of an emergency. This is not intended to be an exhaustive list.

The draft ordinance sets forth several management rights retained by the County and states that the ordinance shall not be deemed in any way to limit or diminish the authority of the County to fully manage and direct the operations and activities of the County as authorized and permitted by law. Thus, the County retains exclusive rights including, but not limited to, the right to:

1. 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 determines to be necessary and appropriate;
2. determine the type and scope of work to be performed by County employees, the manner in which services are to be provided, and the need for additional positions;
3. direct and supervise the work of employees and determine the number of employees to perform any work or service; including the right to schedule and assign work and overtime and establish and revise work schedules and work locations;
4. hire, promote, transfer, assign, reassign, retain, classify, reclassify, and schedule all employees and to suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and regulations, and establish and revise the rules and standards governing the same;
5. relieve employees from duties by layoff or other reduction-in-force or furlough employees due to lack of work, changed working conditions/requirements, budget limitations, or for other reasons in the County's reasonable business judgment and not otherwise prohibited by law;
6. introduce new, or different services, methods, equipment, or facilities;
7. contract for, expand, reduce, sell, transfer, convey, eliminate, or change in any way the operations of general government, as well as any department, office, or part thereof;

8. establish and change standards of behavior or performance, staffing levels, job qualifications, job descriptions, and classification specifications and to evaluate and judge the skill, ability, efficiency, and general work performance of employees;
9. 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;
10. maintain the efficiency and integrity of the operations entrusted to the County;
11. do all things reasonable and necessary to carry out the mission of the County; and
12. 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.

The management rights outlined in the draft ordinance are substantially similar to the management rights outlined in the City of Alexandria's collective bargaining ordinance with additional language added by staff to clarify or further explain the particular right. Staff added an additional management right, outlined in #1 above, to make clear that the County retains the right over the overall structure, mission, and services of the County government.

- **Dispute Resolution Procedures:** Conflicts between labor and management can arise on a variety of topics and most public sector labor laws provide guidance on dispute resolution procedures and the types of disputes to be resolved by the procedures. Public sector labor laws typically set forth procedures for hearing and resolving grievances on discipline, other employment actions, and/or contractual issues, how to declare and attempt to informally resolve a bargaining impasse, and a process for filing unfair labor practice charges. When attempts to informally resolve disputes are unsuccessful, public sector labor laws typically set forth procedures for the parties to engage in formal dispute resolution through mediation and/or arbitration and specify whether the decision of a mediator or arbitrator is binding or nonbinding on the part of the parties.

In the event the County and the bargaining agent are unable to informally resolve a labor-management dispute or a bargaining impasse, the draft ordinance sets forth procedures governing the use of mediation, including, where permitted, the selection of the mediator, and the sharing of costs between the parties. The draft ordinance differs from the City of Alexandria's collective bargaining ordinance in that it does not provide for an arbitration procedure and only permits impasse issues to be mediated if both parties agree. If the parties cannot resolve an impasse through mediation, the draft ordinance provides for the matter to be referred to the Board for resolution. The draft ordinance also addresses grievance procedures and provides that 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.

ISSUES: While considerable guidance was given by Board leadership on how to develop the draft ordinance, several decision points were identified where staff requires direction from the Board to finalize the draft ordinance for Board approval.

Decision Point #1: Whether to move forward with adopting an ordinance authorizing the traditional model of collective bargaining and recognizing labor unions or other employee associations as bargaining agents for eligible County employees.

The new Virginia law further provides that any locality that has not adopted an ordinance or resolution providing for collective bargaining shall be required to take a vote on whether to adopt or not adopt such an ordinance or resolution within 120 days of receiving a certification from a majority of public employees in a unit considered by such employees to be appropriate for the purposes of collective bargaining. As of the date of this Action Item the County has not received such a certification, however, staff believes that the County is likely to receive one soon. Staff therefore recommends that the Board vote on whether to move forward with adopting a collective bargaining ordinance.

Decision Point #2: Whether to include a requirement that the majority (50% plus one vote) of all employees in the bargaining unit vote in the election as one of the requirements for certification of a labor union as the exclusive bargaining representative of the bargaining unit.

The draft ordinance provides for the certification and decertification of unions as exclusive bargaining agents through an election process administered by the LRA. The election procedures in the draft ordinance are substantially similar to the City of Alexandria's collective bargaining ordinance, except that ordinance does not include a requirement that a majority of all employees in the bargaining unit vote in the election, it only requires that the union receive a majority of the votes cast. Labor unions may advocate for the removal of the requirement that the majority (50% plus one vote) of all employees in the bargaining vote in the election. As such, staff recommends that the Board vote on whether to retain this requirement. Options include:

Option A: Retain the requirement that the majority (50% plus one vote) of all employees in a bargaining unit vote in the election as one of the requirements for certification of a labor union as the exclusive bargaining representative of the bargaining unit. Staff recommends this option in order to ensure sufficient employee participation in the election and in determining the outcome of the election.

Option B: Remove the requirement that the majority (50% plus one vote) of all employees in a bargaining unit vote in the election as one of the requirements for certification.

Decision Point #3: Whether to provide personal employee contact information to the union on an “opt in” or “opt out” basis?

It is common practice for labor unions to request the personal data of all employees in an appropriate bargaining unit, including, but not limited to, any personal home and mobile telephone numbers, home addresses, and personal email addresses the employer may have on file for employees in the bargaining unit. The City of Alexandria’s collective bargaining ordinance is silent on the provision of personal data to labor unions. Staff recommends that the Board vote on how to address the County’s provision of personal data to labor unions. There are two options for how to address this issue in the draft ordinance.

Option A: Require personal employee data only be provided to unions on an “opt in” basis. This option would require employees in a bargaining unit to “opt in” (i.e., give permission) to the County providing their personal data to the labor union. Staff recommends this option to ensure that employees retain the same level of control over their personal data as they currently have.

Option B: Provide the data on an “opt out” basis. This option would require employees in a bargaining unit to “opt out” (i.e., expressly prohibit) from the County from providing their personal data to the labor union.

Decision Point #4: Whether to require “impact bargaining” during a state of emergency.

The City of Alexandria’s ordinance and the draft ordinance both include the following language:

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.

Labor unions often advocate for collective bargaining ordinances to include language that subjects the localities emergency powers to impact bargaining. Impact bargaining requirements would require that the County bargain over the impact or effects of unilateral decisions the County Administrator may make during an emergency. Staff recommends that the Board vote on how to address impact bargaining during an emergency. Options include:

Option A: In the event of an emergency, impact bargaining shall occur in the sole discretion of the Board of Supervisors in consultation with the County Administrator. Staff recommends this option to ensure the County maintains the necessary agility to respond to emergencies in a timely and effective manner.

Option B: In the event of an emergency, impact bargaining shall be required if either party requests it.

Decision Point #5: Whether to restrict union activity during working hours.

The draft ordinance includes the following provisions addressing union activity during working hours, which is substantially similar to the language included in the City of Alexandria's collective bargaining ordinance:

- Solicitation of support, membership, or dues, or engaging in any other union activities is not permitted when any of the employees involved are on duty except as lawfully may be provided in a collective bargaining agreement entered into under this article/chapter.
- In the absence of a collective bargaining agreement or a provision in such an agreement governing employee labor relations activity on official time, any employee representing an employee organization that has been recognized as an exclusive bargaining agent in the negotiation of an agreement under this article shall be authorized official time in amounts reasonable for such purposes, including attendance at impasse resolution proceedings.
- To meet with bargaining unit employees on the premises of the County in non-secure areas during times when the employees are on break or in a non-duty status. Any other employee organization that has submitted a petition and established a valid question concerning representation of the bargaining unit shall also be permitted to meet with bargaining unit employees with the same limitations. This subsection shall not restrict an exclusive bargaining agent and the County from negotiating greater access to employees as part of a collective bargaining agreement.
- To meet with newly hired employees, without charge to the pay or leave time of those employees, for a maximum of 30 minutes, within 30 calendar days from the date of hire, during new employee orientation, or if the County fails to conduct new employee orientation, at individual or group meetings.

Labor unions often advocate for collective bargaining ordinances to include language that allows the labor union to hold union informational and other meetings during working hours. The current County policy provides that labor unions and labor associations with a membership of over one hundred County employees may have access to the Shenandoah, Ridgetop, and Government Center buildings twice per year for the purpose of educating employees and welcoming new members.

Staff recommends that the Board vote on how to address union meetings during working hours. Options include:

- **Option A:** Retain the current County policy to allow twice a year labor union access to the Government Center, Shenandoah, and Ridgetop Circle County facilities. Staff recommends this option to ensure that union activities do not interfere with employee work activities including, but not limited to, the rendering of services to the public.

- **Option B:** Allow labor unions to hold informational and other meetings in County facilities without any restrictions.

FISCAL IMPACT: The overall fiscal impact of implementing traditional collective bargaining would include support costs for administering the collective bargaining environment, including staffing and contractual services, as well as the cost of funding any specific labor union proposals accepted and/or bargaining agreements negotiated by the County and approved by the Board. The Board authorized 3.00 FTE at FY 2021 mid-year, and 5.00 FTE for the FY 2022 budget, for collective bargaining support. All these positions (8.00 FTE), and \$300,000 of additional funds for contractual services and labor relations administration, are funded in the FY 2022 budget. Staff's initial estimate for traditional collective bargaining support costs indicated a potential need for an additional 4.00 FTE of staffing in the FY 2023 budget. As this remains an evolving issue, staff will continue to research administration and support cost estimates, for consideration during FY 2023 budget development. Additional costs would depend on staffing and/or operating support needs necessary in future fiscal years.

ALTERNATIVES:

1. The Board may choose to adopt a local ordinance authorizing the County to recognize, bargain with, and enter into a collective bargaining contract with a labor union or employee association as a bargaining agent for its employees and to include in the draft ordinance the provisions outlined in staff's recommendations.
2. The Board may choose to adopt a local ordinance authorizing the County to recognize, bargain with, and enter into a collective bargaining contract with a labor union or employee association as a bargaining agent for its employees, but not to include in the draft ordinance the provisions outlined in staff's recommendations, and instead direct staff on how to proceed.
3. The Board may choose not to adopt a local ordinance or resolution for the County to recognize, bargain with, and enter into a collective bargaining contract with a labor union or employee association as a bargaining agent for its employees and to direct staff on how to proceed.

DRAFT MOTIONS:

1. I move that the Board of Supervisors adopt a local ordinance authorizing the County to recognize, bargain with, and enter into a collective bargaining contract with a labor union or employee association as a bargaining agent for its eligible employees.

I further move that the Board direct staff to return to the Board of Supervisors June 15, 2021 Business Meeting with a draft local ordinance authorizing collective bargaining and recognizing labor unions or other employee associations as bargaining agents for eligible County employees.

I further move that staff include in the draft local ordinance the following provisions: that certification of a labor union as the exclusive bargaining representative of a bargaining unit requires the vote of a majority (50% plus one vote) of employees in such unit in an election; the release of employee personal contact information to labor unions shall be provided on an “opt in” basis only; impact bargaining during an emergency shall only occur at the sole discretion of the Board of Supervisors in consultation with the County Administrator; and labor unions shall be allowed access to the Government Center, Shenandoah, and Ridgetop Circle county facilities twice per year.

OR

2. I move an alternate motion.

ATTACHMENT:

1. Draft Ordinance

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

CHAPTER 259 Labor Relations

259.01 SHORT TITLE.

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

259.02 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 Loudoun County Board of Supervisors adopts this chapter to: (1) grant its employees the right to representation by a labor union or employee association; (2) authorize the County to recognize, bargain with, and enter into a written collective bargaining agreement with a labor union or employee association as a bargaining representative for its employees; 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.

259.03 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:

Benefits means, for the purpose of this chapter, employer contributions and premium cost sharing for the employee group health plan, and all other employee benefits, as outlined in Appendix A of Chapter 6 of the County’s Human Resources Handbook, for which the County has exclusive control over, and the County is solely responsible for, funding, plan design, administration, and governance. This term shall not include benefits provided or administered by the Commonwealth of Virginia through the Virginia Retirement System or otherwise, or benefits established and administered in accordance with the Code of Virginia.

County means the County of Loudoun 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 (as such terms are defined herein), and procedures to resolve employee grievances, including disciplinary matters subject to the grievance process as set forth in Chapter 11 of the Human Resources Handbook,

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1 with the good faith intention of reaching an agreement of no shorter duration than three
2 (3) years and remaining in effect until superseded by a new agreement. Any agreement
3 reached by collective bargaining shall be subject to appropriation of funds by the Board
4 of Supervisors.

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

7 *Collective bargaining agreement* means the written contract between the County
8 and an exclusive bargaining representative for a bargaining unit authorized by this
9 chapter and resulting from collective bargaining as defined in this section.

10 *Confidential employee* means any employee who works in or for:

11 (1) the Office of the County Administrator;

12 (2) the Office of the County Attorney;

13 (3) the Department of Human Resources;

14 (4) the Department of Finance and Budget; or

15 (5) a position in any department in which the employee has authorized access to
16 confidential County personnel files or data or is responsible for regularly
17 administering personnel or payroll functions that make the employee's
18 membership in an employee organization incompatible with the duties of the
19 position as determined in the sole discretion of the County Administrator or his/her
20 designee;

21 (6) a position as an administrative or executive assistant, management analyst, or
22 any other position, wherever assigned and however those titles may be changed
23 from time to time, with authorized access to confidential or discretionary
24 information pertaining to County budgetary, fiscal, or legal data or strategy,
25 relevant to subjects within the scope of collective bargaining as set forth in this
26 chapter as determined in the sole discretion of the County Administrator or
27 his/her designee.

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

30 (1) an employee of any local constitutional officer, i.e., officers elected pursuant to
31 Chapter VII, Section 4 of the Constitution of Virginia;

32 (2) a confidential employee, as defined in this section;

33 (3) a managerial employee, as defined in this section;

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1 (4) a supervisor, as defined in this section;

2 (5) a temporary or seasonal employee, as defined in this section;

3 (6) an intern or volunteer;

4 (7) a member of a board or commission, or other appointee of any public body as
5 defined by state law; or

6 (8) An attorney whose responsibilities include providing legal advice to the County
7 or performing legal research for the County as a client.

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

11 *Exclusive bargaining representative* means the employee organization recognized
12 by the County as the only organization to bargain collectively for all employees in a
13 bargaining unit (as defined herein).

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

16 *Labor-management dispute* means a difference of position between the County and
17 an exclusive bargaining representative concerning: the administration or interpretation
18 of the collective bargaining agreement; whether a topic is negotiable; and whether an
19 act is an unfair or prohibited labor practice. Labor-management disputes shall not
20 include an individual employee grievance as defined by Virginia Code section 15.2-
21 1507(A)(1).

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

27 *Managerial employee* means any individual who:

28 (1) at or above the Division Manager I level in the County's classification and
29 compensation system; and

30 (2) participates in the formulation of policy; and

31 (3) is significantly engaged in executive or management functions; and

32 (4) is charged with the responsibility of directing the implementation of management
33 policies, procedures, or practices; or

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1 (5) is involved in the administration of collective bargaining agreements or human
2 resources or personnel decisions, including, but not limited to, staffing,
3 reductions-in-force/layoffs, reorganizations, hiring, discipline, evaluations, pay,
4 assignments, transfers, promotions, or demotions.

5 *Mediation* means an effort by a neutral third-party factfinder chosen under the terms
6 of this chapter to assist confidentially in resolving an impasse, labor-management
7 dispute, other than an unfair or prohibited practice claim or charge.

8 *Seasonal employee* means an employee who is hired into a position for which the
9 customary annual employment is four (4) months or less and for which the period of
10 employment begins each calendar year in approximately the same part of the year, such
11 as summer or winter, for reasons related to work demands that arise during those parts
12 of the year.

13 *Supervisor* means any individual who customarily and regularly devotes a majority
14 of work time to supervision of two or more employees and has authority to hire, transfer,
15 suspend, layoff, recall, promote, demote, discharge, assign, evaluate, reward, or
16 discipline other employees, or adjust grievances, or effectively to recommend any such
17 actions. With respect to Loudoun County Fire and Rescue, "supervisor" includes all
18 personnel at the rank of battalion chief or above. The County Administrator or County
19 Administrator's designee shall meet and confer with Fire and Rescue supervisors
20 ineligible to bargain collectively regarding matters within the scope of collective
21 bargaining as specified in this chapter with the specific intent to address salary
22 compression, as commonly defined or understood, resulting from collective bargaining
23 with eligible Fire and Rescue uniformed employees.

24 *Strike* means action of an employee of the County, in concert with two or more other
25 such employees, for the purpose of obstructing, impeding, or suspending any activity or
26 operation of the County (see Virginia Code § 40.1-55) or inducing, influencing, or
27 coercing a change in the conditions, compensation, rights, privileges, or obligations of
28 County employment.

29 *Technical employee* means an individual whose work requires a combination of
30 basic scientific or technical knowledge and manual skill that can be obtained through
31 specialized post-secondary school education or through equivalent on-the-job training.

32 *Temporary employee* means an employee who is hired to work for a fixed time
33 period generally not to exceed two years or hired to work sporadically on an as needed
34 basis.

35

36 **259.04 EMPLOYEE RIGHTS.**

37 A. Eligible employees shall have the right to organize, form, join, assist, and pay
38 dues or contributions to employee organizations, to bargain collectively through
39 an exclusive bargaining representative of their own choosing, and to engage in

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1 other concerted activities for the purpose of collective bargaining or other mutual
2 aid and protection insofar as such activity is not inconsistent with this chapter or
3 prohibited by any other applicable law. Employees shall also have the right to
4 refrain from any or all such activities.
5

- 6 B. A collectively bargained agreement provision that violates the rights of
7 employees set forth in this section shall be void. A collectively bargained
8 agreement provision that establishes a time period for the exercise of an
9 employee right set forth in this section shall not violate this section. The County
10 and each employee organization will refrain from any intimidation, coercion, or
11 harassment of employees who choose to exercise their rights under this chapter.

12 **259.05 COUNTY AND MANAGEMENT RIGHTS.**

- 13 A. This chapter shall not be deemed in any way to limit or diminish the authority of
14 the County to manage and direct the operations and activities of the County to
15 the fullest extent authorized and permitted by law. Thus, to the extent not
16 inconsistent with a collective bargaining agreement, the County retains exclusive
17 rights including, but not limited to, the rights:
18

- 19 1. to determine the organization of County government, and the purpose and
20 mission of its constituent agencies, to set standards of service to be offered
21 to the public, and through its management officials to exercise control and
22 discretion over its organization and operations, provide for certain levels of
23 service, and add, delete, modify, or suspend programs, functions, divisions,
24 and departments as the Board determines to be necessary and appropriate.
25
- 26 2. to determine the type and scope of work to be performed by County
27 employees, the manner in which services are to be provided, and the need
28 for additional positions;
- 29 3. to direct and supervise the work of employees and determine the number
30 of employees to perform any work or service; including the right to schedule
31 and assign work and overtime and establish and revise work schedules and
32 work locations.
33
- 34 4. to hire, promote, transfer, assign, reassign, retain, classify, reclassify, and
35 schedule all employees and to suspend, demote, discharge, or take other
36 disciplinary action against employees in accordance with applicable law and
37 regulations, and establish and revise the rules and standards governing the
38 same.
39
- 40 5. to relieve employees from duties by layoff or other reduction-in-force or
41 furlough employees due to lack of work, changed working
42 conditions/requirements, budget limitations, or for other reasons in the
43 County's reasonable business judgment and not otherwise prohibited by law;

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- 1
- 2 6. to introduce new, or different services, methods, equipment, or facilities;
- 3
- 4 7. to contract for, expand, reduce, sell, transfer, convey, eliminate, or change
- 5 in any way the operations of general government, as well as any department,
- 6 office, or part thereof;
- 7
- 8 8. to establish and change standards of behavior or performance, staffing
- 9 levels, job qualifications, job descriptions, and classification specifications
- 10 and to evaluate and judge the skill, ability, efficiency, and general work
- 11 performance of employees;
- 12
- 13 9. to determine the kind, type, location, and use of County-owned equipment
- 14 or facilities, provided that the County does not require use or operation of
- 15 unsafe equipment or the unsafe operation of equipment;
- 16
- 17 10. to maintain the efficiency and integrity of the operations entrusted to the
- 18 County;
- 19
- 20 11. to do all things reasonable and necessary to carry out the mission of the
- 21 County; and
- 22
- 23 12. to retain the ability and authority to terminate probationary and temporary
- 24 employees in accordance with the applicable provisions of Chapter 10 of the
- 25 Human Resources Handbook.
- 26
- 27 B. Notwithstanding the provisions of any collective bargaining agreement, the County
- 28 retains the right to take whatever actions may be necessary to carry out the
- 29 County's mission during emergencies. Bargaining over the impacts or effects of
- 30 such actions shall occur during such emergencies only to the extent determined
- 31 by, and in the sole discretion of, the Board of Supervisors in consultation with the
- 32 County Administrator.
- 33
- 34 C. In accordance with Virginia Code §40.1-57.2 and other applicable law, nothing in
- 35 this section or chapter or the terms of any collective bargaining agreement, shall
- 36 impair or restrict the authority of the Board of Supervisors to establish its budget
- 37 and appropriate funds in its discretion.
- 38

39 **259.06 EMPLOYEE ORGANIZATION ACTIVITY AND USE OF COUNTY**

40 **COMMUNICATION SYSTEMS.**

- 41
- 42 A. Solicitation of support, membership, or dues, or engaging in any other union
- 43 activities is not permitted when any of the employees involved are on duty except
- 44 as may be provided in a collective bargaining agreement entered into under this
- 45 chapter.

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- 1
2 B. In the absence of a collective bargaining agreement or a provision in such an
3 agreement governing employee labor relations activity on County work time, any
4 employee representing an employee organization that has been recognized as
5 an exclusive bargaining representative in the negotiation of an agreement under
6 this chapter shall be authorized union time in amounts reasonable for such
7 purposes, including attendance at impasse resolution proceedings.
8
9 C. County electronic communication systems shall not be used to conduct employee
10 organization business or activities, or employee organizing activity, unless
11 provided for in a collective bargaining agreement.

12 **259.07 EMPLOYEE BARGAINING UNITS.**

13
14 The County may recognize only the following bargaining units for the purposes of
15 collective bargaining:
16

- 17 A. Fire and Rescue: The fire and rescue employees' bargaining unit shall consist of
18 the uniformed fire employees, including fire marshals, except those excluded by
19 definition in section 259.03;
20
21 B. Labor & Trades: Those eligible employees in positions associated with
22 maintenance and skilled crafts, to include employees performing duties related to
23 the maintenance of the capital assets, land, and infrastructure of the County, the
24 operation of heavy equipment or large, heavy, or placarded hazardous material
25 vehicles, or the disposal of waste, except those excluded by definition in section
26 259.03; and
27
28 C. Professionals and Specialists: Employees whose primary duty is the performance
29 of work in a field that requires a professional license or certification or specialized
30 knowledge and the exercise of discretion and independent judgment in the
31 execution of job duties, except those excluded by definition in section 259.03.
32
33 D. Administrative and Other Support Services: Non-supervisory and non-managerial
34 employees whose primary duty is the performance of office support, customer
35 service, or other general programmatic or operational support services, and who
36 are not confidential employees excluded from collective bargaining within the
37 definition set forth in section 259.03.

38 **259.08 LABOR RELATIONS ADMINISTRATOR.**

- 39
40 A. A labor relations administrator ("LRA") shall be appointed by the County
41 Administrator in the manner set forth in subsection C of this section to effectively
42 administer this chapter as it governs exclusive bargaining representative selection,
43 certification, and decertification procedures, labor-management disputes as

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1 defined in this chapter, and choice of mediator(s) and/or arbitrator(s) as needs
2 arise under this chapter or under any collective bargaining agreement.

3
4 B. The LRA must be experienced as a neutral in the field of labor relations, and must
5 not be a person who, because of vocation, employment, or affiliation, can be
6 categorized as a representative of the interest of the County or any employee
7 organization, including an exclusive bargaining representative for a bargaining unit
8 permitted under this chapter.

9
10 C. Subject to confirmation by the Board of Supervisors, the County Administrator shall
11 appoint the LRA, who shall be selected for a four-year term, from no more than
12 three nominees jointly agreed upon and submitted by: (i) representatives of those
13 employee organizations that have notified the County Administrator or County
14 Administrator's designee of their interest in representing bargaining units permitted
15 by this chapter, if no exclusive bargaining representatives have been recognized
16 at the time the selection process begins, or (ii) by the exclusive bargaining
17 representatives of the bargaining units permitted by this chapter, and (iii) an equal
18 number of nominees of the County Administrator. If the Board of Supervisors does
19 not confirm the appointment of an LRA on the recommendation of the County
20 Administrator, an appointment must be made from a new agreed list of three
21 nominees compiled in the same manner.

22
23 D. The LRA's services shall be subject to termination by mutual agreement of the
24 County Administrator and a majority of the exclusive bargaining representatives of
25 the bargaining units permitted by this chapter, and with the approval of the Board
26 of Supervisors.

27
28 E. If the LRA dies, resigns, becomes disabled, or otherwise becomes unable or
29 ineligible to continue to serve within six months of initial appointment, the County
30 Administrator shall appoint a new LRA from the list from which that LRA was
31 selected, subject to Board of Supervisors confirmation, to serve the remainder of
32 the previous LRA's term. Otherwise, the LRA vacancy shall be filled as provided
33 in subsection C above.

34
35 F. An LRA appointed under this section may be reappointed as provided in
36 subsection C.

37
38 G. The terms of payment for the services of the LRA shall be paid as specified by
39 contract with the County.

40
41 H. The LRA shall:
42

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- 1 1. Be responsible for holding and supervising elections for certification or
2 decertification of exclusive employee representatives pursuant to the
3 provisions of this chapter and issuing the certification or decertification or
4 causing these actions to occur.
5
- 6 2. Request from the County or an employee organization, and the County or such
7 organization shall provide, any relevant assistance, service, and data that will
8 enable the LRA to properly carry out duties under this chapter.
9
- 10 3. Hold hearings and make inquiries, administer oaths and affirmations, examine
11 witnesses and documents, take testimony, and receive evidence, and compel
12 the attendance of witnesses and the production of relevant documents in
13 proceedings within the responsibility of the LRA under this chapter.
14
- 15 4. Investigate and attempt to resolve or settle, as provided in section 259.12,
16 Mediation, Dispute Resolution, and Factfinding, charges of either the County
17 or an employee organization engaging in prohibited practices as defined in this
18 chapter. However, if the County and a certified representative have negotiated
19 a labor-management dispute resolution procedure, the LRA must defer to that
20 procedure to resolve any dispute that properly may be submitted to the
21 procedure, absent a showing that the deferral results in the application of
22 principles contrary to this chapter. The LRA must defer to state procedures in
23 any matter governed by the Firefighters and Emergency Medical Technicians'
24 Bill of Rights set forth in the Virginia Code, or to any other such procedure
25 dictated by state statute.
26
- 27 5. Determine unresolved issues of employee inclusion in or exclusion from the
28 bargaining units permitted under this chapter.
29
- 30 6. Obtain any necessary support services and make necessary expenditures in
31 the performance of duties, subject to appropriation.
32
- 33 7. Determine any issue regarding the negotiability of any collective bargaining
34 proposal.
35
- 36 8. Exercise any other powers and perform any other duties and functions
37 specified in this chapter of an administrative nature.
38

259.09 RECOGNITION OF EXCLUSIVE BARGAINING REPRESENTATIVE.

- 39 A. *Request for certification.* There can be only one exclusive employee
40 representative for each recognized employee bargaining unit.
41
42

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

- 1 1. An employee organization requesting to become the exclusive employee
2 representative of a bargaining unit that has no existing representative may
3 submit a request for certification to the LRA that meets the requirements of this
4 section at any time.
- 5 2. An employee organization requesting to become the exclusive employee
6 representative of an employee bargaining unit that has an existing
7 representative may submit a request for certification to the LRA that meets the
8 requirements of this section no less than three years after the date the existing
9 representative was elected and recognized as the exclusive employee
10 representative for the employee bargaining unit.
- 11 B. *Required information.* Each employee organization seeking certification as the
12 exclusive employee representative of an employee bargaining unit shall submit to
13 the LRA the following:
- 14 1. The name and address of the organization.
- 15 2. A copy of its charter, constitution, and by-laws if such documents exist.
- 16 3. The names, titles, addresses, and telephone numbers of its duly elected
17 officers.
- 18 4. A statement that membership in such organization is not denied because of
19 race, color, religion, sex, national origin, age, disability, political affiliation,
20 sexual orientation, gender identity, genetic information, other non-merit factors,
21 or any other unlawful reason.
- 22 5. A “showing of interest” petition requesting certification as the exclusive
23 employee representative of an employee bargaining unit signed by not less
24 than 30 percent of the eligible employees in that unit.
- 25 "Administratively acceptable evidence" to support a petition for certification within
26 the meaning of Virginia Code §40.1-57.2(C), for certification by representation
27 election, or for decertification may consist of a combination of signed membership
28 cards or a membership roster signed by each employee, evidence of dues
29 payment, or other evidence of bargaining unit employees' desire to be
30 represented by an employee organization for collective bargaining purposes. An
31 authorization that satisfies the Uniform Electronic Transactions Act (Virginia
32 Code § 59.1-479 *et seq.*) shall be valid for employees' authorization for
33 representation for purposes of a petition filed by a labor organization for exclusive
34 representation. The determination by the LRA of the sufficiency of a showing of
35 majority support or for a representation election shall not be subject to challenge
36 by any person or employee organization or by the County.
- 37
38 C. *Request for Election.*
39

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

- 1 1. An employee organization may request an election be held by submitting a
2 petition for an election to the LRA who shall notify the County Administrator
3 within ten days. The petition must represent a showing of interest by at least
4 thirty percent of the employees in a recognized bargaining unit permitted by
5 this chapter.
6
- 7 2. Any additional interested employee organization must submit a petition of
8 intervention to the LRA, which must be accompanied by a showing of interest
9 by thirty percent of the employees in a recognized bargaining unit within ten
10 days of notice of the pending election.
11
- 12 3. A secret ballot election under this chapter shall be held within forty-five (45)
13 calendar days after written notice to all parties of the determination by the
14 LRA of a valid petition for election in accordance with guidelines established
15 by the LRA.
16
- 17 4. If an employee organization receives a majority (defined as 50% plus one vote
18 for the purposes of this section) of the valid ballots cast by a majority of the
19 total employees in a bargaining unit, it shall be recognized by the County as
20 the exclusive bargaining representative until the LRA certifies a different
21 organization or otherwise decertifies the representative in accordance with
22 this chapter. In an election where less than a majority of employees in a
23 bargaining unit cast a vote or the majority of employees in a bargaining unit
24 vote for no representation, no employee organization shall be recognized as
25 the exclusive bargaining representative. In an election in which a majority of
26 bargaining unit members cast a vote and a majority of those voters select
27 employee representation, but none of the employee organizations on the
28 ballot receives a majority of the votes cast, a runoff election shall be
29 conducted in which the ballot shall provide for a selection between the two
30 employee organizations that received the largest number of votes in the first
31 election. The employee organization that receives the majority of eligible votes
32 in the runoff election shall prevail.
33
- 34 5. Nothing in this chapter shall require or permit an election in any bargaining
35 unit within three years after a previous election has resulted in the recognition
36 of an exclusive bargaining representative or within twelve months following a
37 determination that the employees chose no representation in such bargaining
38 unit.
39
- 40 6. No party shall have an advantage over the other in gaining access to
41 employees during organizational or representation campaign activity. Unless
42 there is a recognized bargaining representative, interested employee
43 organizations will receive the same access to bargaining unit employees as is
44 currently provided to outside organizations under County policies and practices
45 for facility use and attendance at any meeting of such organizations under

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

1 these circumstances is voluntary and open to all prospective bargaining unit
2 employees.

3
4 D. *Request for decertification/withdrawal of recognition.*
5

- 6 1. Recognition of an employee organization as the exclusive bargaining
7 representative for a bargaining unit shall continue only so long as such
8 organization satisfies the criteria contained in this chapter.
9
- 10 2. Any member of an employee bargaining unit may initiate an election to revoke
11 the County's recognition of an employee organization as its exclusive employee
12 representative by submitting a petition to the LRA which meets the
13 requirements of this section in support of the request. Requests for
14 decertification may be filed no less than one year after the date the existing
15 representative was certified as the exclusive employee representative for the
16 employee bargaining unit.
17
- 18 3. If a petition for decertification of a recognized exclusive bargaining
19 representative is presented to the LRA showing that at least thirty percent of
20 the employees in the bargaining unit no longer want the employee
21 organization to be their bargaining representative, then the LRA shall hold an
22 election pursuant to section of this chapter.
23
- 24 4. The employee organization will no longer be recognized as the exclusive
25 bargaining representative for a bargaining unit if a majority of the employees
26 in the bargaining unit vote in the decertification election to decertify the
27 employee organization and the election results are certified by the LRA.
28

29 E. *Election disputes.* The LRA shall have final authority to review and resolve election
30 disputes.
31

32 **259.10 EXCLUSIVE EMPLOYEE ORGANIZATION RIGHTS.**
33

34 Any employee organization recognized as the bargaining representative for employees
35 in a bargaining unit shall have the following rights:
36

- 37 A. To speak on behalf of, and represent the interests of, all members of the bargaining
38 unit without discrimination and without regard to employee organization
39 membership;
40
- 41 B. To meet with the County at reasonable times and places to engage in good faith
42 collective bargaining on matters that may be the subject of collective bargaining
43 as set forth in this chapter.
44

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

- 1 C. To meet with bargaining unit employees on the premises of the County in non-
2 secure areas during times when the employees are on break or in a non-duty
3 status. Any other employee organization that has submitted a petition and
4 established a valid question concerning representation of the bargaining unit shall
5 also be permitted to meet with bargaining unit employees with the same limitations.
6 This subsection shall not restrict an exclusive bargaining representative and the
7 County from negotiating greater access to employees as part of a collective
8 bargaining agreement.
9
- 10 D. To meet with newly hired employees, without charge to the pay or leave time of
11 those employees for a maximum of 30 minutes, within 30 calendar days from the
12 date of hire, during new employee orientations, or if the County fails to conduct
13 new employee orientation, at individual or group meetings.
14
- 15 E. To be eligible to receive from the County those amounts it deducts from the pay of
16 employees as authorized by written assignment of the employees, for the payment
17 of regular and periodic dues to the exclusive bargaining representative. Any such
18 authorization may be revoked in accordance with the terms of the authorization,
19 which shall provide a period of irrevocability of not more than one year. An
20 authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code
21 § 59.1-479 *et seq.*) shall be valid for employees' authorizations for payroll
22 deductions and authorization for representation for purposes of a petition filed by
23 an employee organization for exclusive representation.
24
- 25 F. To be represented at any formal discussion between one or more representatives
26 of the County and one or more employees in the bargaining unit or their
27 representatives concerning (1) any matter that is within the scope of collective
28 bargaining as set forth in the definition of collective bargaining or (2) any
29 examination of bargaining unit employees by a representative of the County in
30 connection with an investigation if the employee reasonably believes that the
31 examination involves matters covered by any collective bargaining agreement then
32 in effect, and the employee requests representation.
33
- 34 G. Notwithstanding any other provision in this section, an individual employee may
35 present a complaint, concern, or question at any time to the County without the
36 intervention of an employee organization, provided that any such organization that
37 is recognized by the County as the exclusive bargaining representative for the
38 bargaining unit in which the employee is a member is afforded an effective
39 opportunity to be present and to offer its view at any meetings held to adjust the
40 matter and that any adjustment made shall not be inconsistent with the terms of
41 any applicable collective bargaining agreement. Such employee or employees
42 who utilize this avenue of presenting complaints, concerns, or questions to the
43 County shall not do so under the name, or by representation, of an employee
44 organization.
45

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

259.11 GOOD FAITH BARGAINING.

- 1
2
- 3 A. The County and an exclusive bargaining representative shall have the duty to
4 bargain in good faith for the purpose of entering into a collective bargaining
5 agreement. All collective bargaining shall occur only between the parties'
6 respective designated representatives.
- 7 B. The County or the employee organization may initiate a request to bargain by
8 submitting a written request to the other party, subject to the timeframes outlined
9 in this section. Within ten business days from the receipt of the request, the parties'
10 designated representative(s) shall mutually agree upon and schedule dates and
11 times to meet. Requests from the employee organization to bargain shall be
12 submitted to the LRA.
- 13
- 14 C. *Wages*: An exclusive employee representative may request to bargain on wages,
15 specifically merit increases, additions or revisions to the Supplemental Pay Plan,
16 annual cost of living or market rate adjustments, each fiscal year unless otherwise
17 agreed pursuant to a collective bargaining agreement between the parties. The
18 exclusive representative must submit a written request to bargain on wages for the
19 next fiscal year no later than August 1 of the current fiscal year. Within ten business
20 days from the receipt of the representative's request, the parties' designated
21 representative(s) shall mutually agree upon and schedule dates and times to meet
22 prior to November 1 of the current fiscal year. The parties shall make a good faith
23 attempt to reach consensus on wage matters to be included in the County
24 Administrator's proposed annual fiscal year budget. If consensus cannot be
25 reached by November 1, either party may declare an impasse. If an impasse is
26 declared, the County Administrator shall update the Board on the most recent
27 wage proposal from the bargaining unit prior to or in the proposed annual fiscal
28 budget for the Board's consideration.
- 29
- 30 D. *Benefits*: Exclusive employee representatives may request to bargain on employer
31 contributions and premium cost sharing for the employee group health plan and
32 other benefits subject to bargaining under this chapter, each plan (calendar) year
33 unless otherwise agreed upon in a collective bargaining agreement. The exclusive
34 representative must submit a written request to bargain on group health benefits
35 for the next plan year no later than April 1 of the current plan year. Within ten
36 business days of the receipt of the representative's request, the parties' designated
37 representative(s) shall mutually agree upon and schedule dates and times to meet
38 prior to July 1 of the current plan year. The parties shall make a good faith attempt
39 to reach consensus on benefits matters to be included in the County
40 Administrator's annual health plan update to the Board. If consensus cannot be
41 reached by July 1, either party may declare an impasse. If an impasse is declared
42 the County Administrator shall update the Board on the most recent benefit
43 proposal from the employee bargaining unit prior to or in the health plan update to
44 the Board for its consideration.

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

- 1
2 E. Collective bargaining shall be conducted in accordance with the rules established
3 by the parties' representatives at the commencement of the process. All
4 discussions will be conducted in a professional and courteous manner. A violation
5 of any of the rules agreed to by both parties may result in the suspension or
6 termination of discussions. Prior to suspending or terminating the discussions, the
7 LRA will give written notice to both parties and provide an opportunity to discuss
8 the violation(s) before suspending or terminating the discussions.
9
- 10 F. The County may enter into a collective bargaining agreement with an exclusive
11 employee representative covering a period of up to 3 fiscal years (wages) and/or
12 3 plan years (benefits). The collective bargaining agreement may also include
13 provisions on matters related to the implementation, administration, revision, or
14 deletion of wages and benefits as agreed upon by the parties.
15
- 16 G. Any collective bargaining agreement resulting from the collective bargaining
17 process shall be provided to the Board for its consideration. The Board may
18 accept, reject, or modify any such agreement in whole or in part, or may take any
19 action it deems appropriate consistent with applicable laws. No collective
20 bargaining agreement shall have any force or effect until final action on the
21 agreement is taken by the Board.
22
- 23 H. Once the collective bargaining agreement has been submitted to the Board for
24 review, the Board or its members, the County Administrator, or the exclusive
25 employee representative may request appropriate representatives from both
26 County management and the employee organization to provide information and
27 clarification to the Board.
28
- 29 I. The following items shall not be included in the collective bargaining process: the
30 structure and design of the health plan, the selection of benefit Third Party
31 Administrators, and any benefits provided or administered by the Commonwealth
32 of Virginia through the Virginia Retirement System or otherwise, or benefits
33 established and administered in accordance with the Code of Virginia.
34
- 35 J. The County shall provide the exclusive employee representative with a thirty-
36 calendar day notice of any change impacting the terms of a Board approved
37 agreement.
38
- 39 K. Nothing in this chapter requires either party to make any concessions or agree to
40 the other party's proposals.
41
- 42 L. Good faith bargaining shall not include submission of, or a response to, a
43 proposal that:
44
45 1. Violates the rights of employees as set forth in section 259.04; or

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

1
2 2. Impairs, restricts, or delegates the authority of the County as set forth in
3 section 259.05.
4

5 M. The County Administrator shall designate or appoint the County's
6 representative(s) in collective bargaining negotiations in the County
7 Administrator's sole discretion.
8

9 N. *Approval of Tentative Agreement.*
10

11 1. When an exclusive bargaining representative and the County reach a
12 tentative agreement, they shall reduce it to writing and execute it signifying
13 the approval of the bargaining unit representative and the County bargaining
14 representative. No agreement shall be effective or enforceable:
15

16 a. Unless a fiscal impact study(ies) of the tentative agreement provisions,
17 conducted as bargaining proceeds, has been prepared by the County
18 Department of Finance and Budget; and
19

20 b. The fiscal impact study of the tentative agreement has been submitted to
21 the Board of Supervisors and a public hearing held within 60 days of the
22 tentative agreement on the fiscal impact of the tentative agreement; and

23 c. The Board of Supervisors specifies by resolution, no later than the last day
24 of the month following the public hearing described in section 259.11
25 (O)(1)(b) above, its good faith commitment to appropriate funding
26 necessary for the County to meet obligations under the tentative agreement
27 as set forth in the fiscal impact study provided for in this section, with the
28 understanding that any such resolution remains subject to actual
29 appropriation. If the Board of Supervisors does not resolve to fund any
30 provision(s) of the tentative agreement requiring appropriation or other
31 Board of Supervisors action, the resolution shall state the reason(s), and
32 the County Administrator and the exclusive bargaining representative may
33 re-open negotiations on those provisions only, with the understanding that
34 any such negotiations shall be scheduled as promptly as possible with the
35 good faith objective to negotiate provisions that may be acceptable to the
36 Board of Supervisors for its consideration within the County's budget
37 approval schedule. Upon presentation to the Board of Supervisors of any
38 tentative agreement re-negotiated under this subsection, the Board shall
39 consider and specify by resolution as soon as practicable its good faith
40 commitment to appropriate funding necessary for the County to meet
41 obligations under the tentative agreement, or its intention not to do so, with
42 the understanding that any such resolution remains subject to actual
43 appropriation; and

44 d. The tentative agreement is approved by:

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

1 (i) The County Administrator or County Administrator's designee with
2 supervisory responsibility for the employees in the bargaining unit, as
3 evidenced by his/her signature, which may be an electronic signature
4 made in accordance with applicable state law; and
5

6 (ii) The exclusive representative by ratification of the tentative agreement
7 in accordance with the bargaining representative's governing
8 procedures and evidenced by the signature of an authorized
9 representative which may be an electronic signature made in
10 accordance with applicable state law.
11

12 O. A written agreement shall be contrary to public policy and therefore shall not bind
13 the parties or be enforceable by either party to the extent that it is not the result
14 of good faith bargaining.
15

16 **259.12 MEDIATION, DISPUTE RESOLUTION, AND FACTFINDING.**

17
18 A. Mediation.

19
20 1. *Labor-Management and Prohibited Practice Disputes:* The County and an
21 exclusive bargaining representative shall discuss the feasibility of resolving a
22 labor-management or prohibited practice dispute informally by discussion
23 between the parties' designees before resorting to mediation. Failure to
24 engage in such informal resolution prior to submitting a labor-management
25 dispute or prohibited practice claim for mediation shall not be a ground for
26 dismissal of a claim under this chapter. If the County and the bargaining unit
27 representative are unable to informally resolve a dispute, either party or the
28 parties jointly may submit the dispute to the LRA for mediation, pursuant to
29 procedures instituted by the LRA.
30

31 a. The mediation process is advisory only, and the LRA or other mediator
32 shall have no authority to bind either party.
33

34 b. The mediation process and any comments, statements, or suggestions
35 from the LRA, mediator, or the parties, and any documents evidencing
36 the same made or created during the mediation process shall not be
37 disclosed except as required by law.
38

39 c. The parties shall share the costs of mediation equally.
40

41 2. *Impasse:* In the event of an impasse, the services of a mediator may be used
42 to attempt to resolve such impasse if both parties agree. In the event one
43 party does not agree to mediation, the County Administrator shall bring the
44 matter before the Board for resolution.
45

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

1 B. Grievance Procedures: Any procedure for resolving of grievances, as defined in
2 Virginia Code §15.2-1507(A)(1), negotiated as part of a collective bargaining
3 agreement reached under this chapter shall conform to any requirements set
4 forth in applicable state law. A negotiated grievance procedure contained in a
5 collective bargaining agreement shall be the exclusive procedure available to an
6 employee of the bargaining unit covered by that agreement unless another
7 procedure is available as a matter of right provided by state law. Where such
8 alternate procedures are available, an employee's initial election of procedure
9 made at the time of filing the grievance shall be irrevocable.

10
11 C. Resolution of Disputes and Impasse by the Board: In the event that mediation is
12 unsuccessful in resolving a dispute or impasse, the County Administrator shall
13 bring the matter before the Board for final resolution.

14 **259.13 STRIKES.**

15
16
17 Pursuant to Virginia Code § 40.1-55, any employee of the County who, in concert with
18 two or more other such employees, strikes or willfully refuses to perform the duties of
19 their employment shall be deemed by that action to have terminated their employment
20 and shall be ineligible for employment in any position or capacity during the next 12
21 months by the County. The County agrees that no lockout shall take place.

22
23 Any employee organization determined to have violated this section shall cease to be
24 accorded recognition under this chapter, shall cease to receive any dues or fees
25 collected by paycheck withholding, and shall not be accorded recognition or receive any
26 dues or fees collected by paycheck withholding for a period of one year.

27 **259.14 PROHIBITED ACTIVITY.**

28 Neither the County nor any exclusive bargaining representative shall refuse to negotiate
29 in good faith with respect to matters within the scope of collective bargaining as set forth
30 in this chapter.

31
32 A. The County and its representatives shall not:

- 33
34 1. Interfere with, restrain, or coerce employees in the exercise of rights granted
35 by this chapter;
- 36
37 2. Dominate or interfere in the administration of any employee organization;
- 38
39 3. Encourage or discourage membership in any employee organization,
40 committee, or association including by discrimination in hiring, tenure, or other
41 terms and conditions of employment;
- 42
43 4. Discharge, or discriminate against, any employee because the employee has
44 filed an affidavit, petition, or complaint or given any information or testimony

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

- 1 under this chapter or because the employee has formed, joined, or chosen to
2 be represented by any exclusive bargaining representative;
3
- 4 5. Deny the rights accompanying certification as the exclusive bargaining
5 representative as conferred by this chapter;
6
- 7 6. Refuse to participate in good faith in any agreed-upon impasse resolution
8 procedures or those set forth in this chapter; or
9
- 10 7. Refuse to reduce a collective bargaining agreement to writing and sign such
11 agreement provided all conditions for an enforceable agreement, as set forth
12 in this chapter, have been met.
13
- 14 B. No employee organization or its representatives shall:
15
- 16 1. Interfere with, restrain, or coerce any employee with respect to rights granted
17 in this chapter or with respect to selecting an exclusive representative;
18
- 19 2. Willfully fail to represent an employee who is in a bargaining unit exclusively
20 represented by the employee organization fairly regarding matters within the
21 scope of collective bargaining, and without discrimination;
22
- 23 3. Refuse to bargain collectively with the County as provided in this chapter; or
24
- 25 4. Refuse to participate in good faith in or violate any agreed-upon impasse
26 resolution procedures or those set forth in this chapter.
27
- 28 C. Prohibited practice charge procedures:
29
- 30 1. Proceedings against a party alleging a violation of this section shall be
31 commenced by filing a charge with the LRA within 90 days of the alleged
32 violation, or acquiring knowledge thereof, and causing a copy of the charge to
33 be served upon the accused party in the manner provided in Section 259.16.
34 The accused party shall have 10 days within which to file a written answer to
35 the charge. The LRA may conduct a preliminary investigation of the alleged
36 violation, and if the LRA determines that the charge has no legal or factual
37 basis, he/she may dismiss the charge. If the charge is not dismissed, the LRA
38 shall promptly thereafter set a time and place for a hearing. The parties shall
39 be permitted to be represented by counsel or other designated representative,
40 summon witnesses, and request the LRA to subpoena witnesses and the
41 production of records on the requester's behalf. Compliance with the technical
42 rules of pleading and evidence shall not be required.
43
- 44 2. The LRA may designate a hearing officer to conduct any hearing. The hearing
45 officer shall have such powers as may be exercised by the LRA for conducting

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

1 the hearing and shall follow procedures adopted by the LRA for conducting the
2 hearing. The decision of the hearing officer may be appealed to the LRA and
3 the LRA may hear the case de novo or upon the record as submitted before
4 the hearing officer.

5
6 3. The LRA shall provide for an official written transcript to report the proceedings,
7 the costs of which shall be borne equally by the parties.

8
9 4. The LRA shall file his/her findings of fact and conclusions. If the LRA finds that
10 the party accused has violated any provision of this section, the LRA may issue
11 an order directing the party to cease and desist engaging in the violation and
12 may order such other reasonable affirmative relief as is necessary to remedy
13 the violation.

14 **259.15 TIME LIMITS.**

15
16 Any time limit in this chapter may be extended by written agreement of the County, the
17 employee organization, and any other appropriate parties.

18 **259.16 NOTICES.**

19 Any notice required under the provisions of this chapter shall be in writing, but service of
20 any such notice shall be sufficient if mailed by certified mail, return receipt requested,
21 addressed to the last-known address of the parties, unless otherwise provided in this
22 chapter or by the rules of the LRA, which rules shall provide for the electronic service of
23 documents. Refusal of certified mail by any party shall be considered service. Prescribed
24 time periods shall commence from the date of the receipt of the notice.

25 **259.17 CONFLICTS; GOVERNING LAW.**

26
27
28 A. In the event of conflict with other County ordinances, the provisions of this chapter
29 shall govern. In the event of a conflict with any state or federal law applicable to
30 the County and the subject matter of this chapter, state or federal law shall prevail
31 unless such law provides otherwise.

32
33 B. The policies and procedures, administrative directives, and workplace practices of
34 the County and its departments shall govern employee relations unless there is a
35 specific conflict with a collective bargaining agreement approved by the Board
36 pursuant to this chapter. Where a specific conflict exists, the collective bargaining
37 agreement shall govern.

38
39 C. Any collective bargaining agreement approved by the Board pursuant to this
40 chapter shall be governed and interpreted exclusively in accordance with the
41 laws of the Commonwealth of Virginia and this chapter.

ATTACHMENT 1: Model Ordinance #1-Traditional Collective Bargaining

- 1 C. Any collective bargaining agreement approved by the Board pursuant to this
- 2 chapter shall be governed and interpreted exclusively in accordance with the
- 3 laws of the Commonwealth of Virginia and this chapter.

Loudoun County Public Library Board of Trustees

ACTION ITEM SUMMARY: **AI01 LBOT Chair and Vice Chair Election**

SUBJECT:	LBOT Chair and Vice Chair Election
CONTACT:	Trustee Sean Mallon
ACTION DATE:	June 16, 2021
RECOMMENDATION:	LBOT elects Board Chair and Vice Chair to serve for FY2022 (July 1, 2021 to June 30, 2022).
BACKGROUND	The bylaws of the LBOT specify that Board Chair and Vice Chair be elected annually.
ISSUES:	
FISCAL IMPACT:	
DRAFT MOTION:	I move to accept the nominations as presented and elect the following Board members as Chair and Vice Chair, respectively: Christina Olorunda for Chair, and Walt Purnell for Vice Chair.
ATTACHMENTS:	
NOTES:	
ACTION TAKEN:	

Loudoun County Public Library Board of Trustees

ACTION ITEM SUMMARY: AI 02 Approval of Existing LCPL Policies

SUBJECT:	Approval of Existing LCPL Policies
CONTACT:	Director Chang Liu
ACTION DATE:	June 16, 2021
RECOMMENDATION:	Every year, the LBOT reviews and approves all LCPL policies. This year, staff made some editing changes to the existing policies, without changing the essence of each policy. Please note that this Action Item is for the approval of the existing LCPL policies, not including the video surveillance policy, which is a separate Information Item. All draft existing policies are attached for your review.
BACKGROUND	Staff felt that editing of the policies was needed to reduce redundancy and to increase clarity.
ISSUES:	
FISCAL IMPACT:	
DRAFT MOTION:	I move to approve the Library policies as presented.
ATTACHMENTS:	LCPL Policies-draft
NOTES:	
ACTION TAKEN:	

Loudoun County Public Library Policies

Policies are determined by the Library Board of Trustees.

Contents

1. Closings
2. Collection Management
3. Facilities Use
4. Fees
5. Gifts
6. Internet and Computer Use
7. Library Card Eligibility
8. Naming of Libraries
9. Privacy
10. Programming
11. Rules of Conduct
12. Safe Children
13. Support Groups
14. Volunteers

LIBRARY BOARD OF TRUSTEES

Christina Olorunda, *Chair, Ashburn District*

Walter Purnell, *Vice Chair, Broad Run District*

Sean Mallon, *Algonkian District*

Alana Boyajian, *Blue Ridge District*

Sara Pensgard, *Catoctin District*

Monti Mercer, *Dulles District*

Christine Newton, *Leesburg District*

Kathleen Kuhn, *Sterling District*

Priscilla Martínez, *At-Large*



1. Library Closings

The Library Board of Trustees (LBOT) approves systemwide closings for holidays and other operational needs. The Director or designee, working with Loudoun County Government Administration, determines the closing of the library system or specific branches due to weather, maintenance, or safety-related concerns.

Effective 6/16/21

LIBRARY BOARD OF TRUSTEES

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2. Collection Management

Collection Development

Loudoun County Public Library (LCPL) provides a range of materials in a variety of formats to meet the needs and interests of its customers.

Items in LCPL's collection are selected based on intrinsic merit, appropriateness, and customer demand. LCPL strives to offer a balanced assortment of viewpoints in all subject areas. Materials are judged on the entirety of the work and not on isolated passages. LCPL is an apolitical public service. Therefore, opinions shared in materials are neither endorsed by LCPL, its Director, nor the Loudoun County Public Library Board of Trustees (LBOT).

Use and access of materials by minors is solely the responsibility of each minor's legal guardian(s).

[Customer input regarding the selection](#) or [reconsideration](#) of materials is encouraged and reviewed promptly.

The LBOT endorses the [American Library Association's \(ALA\) Library Bill of Rights](#), the [ALA's Freedom to Read Statement](#), and the ALA's [Free Access to Libraries for Minors](#) statement and interprets these statements to include all materials regardless of format.

Collection Maintenance

Materials that are outdated, no longer in demand, or in poor condition may be removed from the collection and distributed to LCPL support groups for sale or surplus auction held by Loudoun County Government.

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3. Facilities Use

“Facilities” refers to all space occupied or used by LCPL, including the buildings themselves, lobbies, meeting rooms, display areas, grounds, parking lots, and common areas. No group or individual will be excluded from equal access to facilities because of sex, race, religious or political persuasions or views.

Groups and individuals eligible to use facilities may do so free of charge. Facility use does not constitute LCPL’s endorsement of the beliefs, ideas, or policies expressed by groups or individuals using the space. Customers must comply with the Rules of Conduct (see policy 9) and all applicable laws including, but not limited to, the Code of Virginia, the Codified Ordinances of Loudoun County, and any town ordinances for those libraries located within incorporated towns.

The Branch Manager (or designee) must give advance permission for use of facilities. LCPL-sponsored programs and activities take precedence over other activities. Use by outside groups or individuals may not interfere with LCPL operations.

All meetings must be open to the public. Outside groups or individuals using facilities may not limit or restrict attendance except for fire code capacity limits. The Branch Manager (or designee) reserves the right to refuse or terminate the use of facilities when, in the manager’s best judgment, the use does not conform to LCPL policy or poses health or safety risks.

Use of facilities may be permitted under the following conditions:

1. Meeting room users must accept and adhere to the Meeting Room Guidelines. (Addendum A)
2. The sale of goods or services, admission fees, and/or solicitation of monetary donations or personal information is prohibited.
3. Petition signing must be conducted outside LCPL buildings at a minimum distance of 25 feet from building entrances. Users must submit a Drive or Petition application (Addendum B).
4. Individuals or groups using facilities may not interfere with other customers use of the library.
5. Lobby use is restricted to non-partisan voter registration, blood drives, and LCPL-sponsored events or activities. Users must submit a Drive or Petition application (Addendum B).

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To ensure free and unimpeded access to the library, facility use may be denied based on available space or the requested activity. LCPL reserves the right to place additional limitations on facility use at any location due to varying demands at those locations.

Use of the following is restricted to LCPL, LCPL support groups, and federal, state, or county government agencies:

1. Unattended collection bins.
2. Signs, emblems, banners, etc., displayed or posted on LCPL buildings or grounds.
3. Parking lots, unless such facilities are shared.

LCPL is not liable for damages caused to the user or his or her property while using facilities, and LCPL will be held harmless from any liability to third parties for injury caused by any persons or groups while using facilities. Meeting room users are not covered by the County of Loudoun's liability insurance.

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4. Fees

The Library Board of Trustees (LBOT) will approve all fees, as referenced in the Schedule of Fees below.

Schedule of Fees

Item	Cost
Lost or Damaged Items	List price per item
Printing	\$0.10 per page for black and white \$0.25 per page for color
Interlibrary Loans	\$3 per transaction, plus any fees charged by the lending institution
Makerspace Supplies	Material cost (prices may fluctuate)
Passport Services	\$35 execution fee \$15 per photo
Cataloging and Processing for Thomas Balch Library	\$10.80 per title for items appearing in OCLC database \$27.75 per title for items not appearing in OCLC database

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5. Gifts

LCPL welcomes monetary gifts, bequests, endowment funds, and gifts of property, services or materials from individuals, groups, foundations, or corporations. Gifts are accepted at the discretion of the Director and/or the Library Board of Trustees (LBOT). All gifts will be evaluated for appropriateness. Gifts are not a substitute for taxpayer funding. The LBOT and staff are not obligated to accept gifts, items, or funds, and reserve the right to refuse any gift.

Gifts valued at \$5,000 or less will be reviewed and accepted by the Director or his/her designee.

Gifts valued over \$5,000 as well as conditional gifts will be reviewed and accepted by the LBOT upon the recommendation of the Director.

LCPL takes full ownership of gifts and reserves the right to decide use, condition of display, and final disposition of all gifts it receives. LCPL may provide a receipt acknowledging the number of donated items but will not estimate their value.

LCPL may transfer gifts deemed unusable to LCPL support groups or outside organizations.

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6. Internet and Computer Use

Summary

Essential digital public services provided by LCPL include access to computers, the Internet, and basic software. In addition, LCPL provides an unsecured wireless network for customers' use with their personal devices.

Customers are permitted to use computers to access the Internet. In accordance with [Virginia Code §42.1-36.1](#), LCPL employs commercial filtering software and/or parental controls on LCPL computers and mobile devices to block the display of illegal material and material that is potentially harmful to children. However, no filtering software or control is completely effective. It may inadvertently allow access to content intended to be blocked and, conversely, it may block unobjectionable content. Customers 18 years of age or older may request unfiltered Internet access for bona fide research or other lawful purposes.

Parents and guardians – not LCPL staff – are responsible for the information selected and the sites visited on the Internet by the children in their care and for supervising their Internet use on LCPL-owned computers and devices, as well as on personal devices used in the library. This policy supports the ALA's Intellectual Freedom statements, including [The Library Bill of Rights](#), and [Access to Digital Resources and Services](#).

Acceptable Use

The following guidelines have been established for acceptable use of LCPL-owned computers and equipment, as well as personal devices used on LCPL property:

- A. Time limits on the use of computers and equipment, as well as bandwidth limits on wireless access, may be enforced to ensure that all customers have an opportunity to use those resources.
- B. Any activity that violates Federal, state, or local laws is prohibited on both LCPL and customer devices. Examples of illegal activities include, but are not limited to, fraud (which includes disguising or falsifying sources of electronic mail or other electronic communications with the intent of misleading, defrauding, or harassing others); libeling and slandering other persons; displaying or distributing child pornography: [Virginia Code §18.2-374.1:1](#) or other obscene

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materials: [Virginia Code §18.2-372](#), or materials deemed harmful to juveniles [Virginia Code §18.2-390](#). LCPL must comply with all proper judicial processes.

- C. Customers may not violate software license agreements or infringe on copyrighted material. [United States Copyright Law: U.S. Code, Title 17](#) prohibits the unauthorized reproduction or distribution of copyrighted materials, except as permitted by the principle of “fair use.” This includes most electronic information sources. Users may not copy or distribute electronic materials without the explicit permission of the copyright holder. Customers are responsible for consequences of copyright infringement.

- D. Customers may not attempt to or modify LCPL hardware, software or any configurations via workstations or any wireless network. This includes, but is not limited to, attempts or succeeding to evade or disable LCPL’s Internet filtering software; the intentional propagation of computer viruses or worms; and “hacking” of any kind. Customers may not interfere with the activities of LCPL or its network in any way. Customers may not attempt to intercept, monitor, disrupt, or impede other customer’s communications or to access or alter other customer’s data or software.

Failure to follow this policy or the Rules of Conduct (see policy 9) may result in suspension of Internet or library privileges.

User Responsibility

LCPL computers are in public areas and information viewed on the screen may be visible to customers of all ages. Customers are asked to view content appropriate to a public space and respect the privacy of others. Staff may ask customers to take action to address the situation if other customers express concern about the nature of their web browsing.

Customers accept that LCPL makes no representation or guarantee that computer or Internet services, including wireless service, will be uninterrupted, error-free, virus-free, timely, or secure, nor that any Internet content is accurate, reliable, or safe in any manner for download or any other purpose.

Use of LCPL’s hardware, software, Internet service, wireless network, and electronic information resources is entirely at the risk of the customer. LCPL will not be liable for any damage that may occur to any computer, peripheral equipment, device, or storage media; loss

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of data or confidential information; unauthorized access to or alteration of data transmission; and/or any other direct, indirect, special, incidental, consequential, or exemplary damages resulting from or arising out of use of LCPL's Internet service, equipment, or other devices; wireless network, and/or electronic information resources or inability to use these services; or any other matter relating to these services.

Customers agree to hold LCPL harmless from any claims, losses, damages, obligations, or liabilities relating to the use of LCPL computers, network, or other equipment, or related to the use of information obtained from LCPL's electronic information system.

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7. Library Card Eligibility

Loudoun County residents are eligible for a free library card regardless of age. Those who own property, own a business, work, or attend school in Loudoun County are also eligible.

Residents of jurisdictions with reciprocal borrowing agreements with LCPL are eligible for reciprocal accounts. Some online resources as well as Interlibrary Loan (ILL) may not be available to reciprocal borrowers.

Reciprocal jurisdictions are as follows: the cities of Falls Church, Alexandria, Winchester, and the District of Columbia; Arlington, Fairfax, Fauquier, Prince William, Clarke, and Frederick counties in Virginia; and Montgomery, Prince George's, Frederick, and Charles counties in Maryland.

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8. Naming of Libraries

The Library Board of Trustees (LBOT) may provide recommendations for the naming of LCPL branches to the Loudoun County Board of Supervisors (BOS), which has final approval. The LBOT has the authority to name collections, additions, rooms, or other significant areas within any LCPL branch.

When taking these actions, the LBOT will follow the guidelines set forth in the Loudoun County Board of Supervisors Finance and Government Services Committee’s [Resolution Relating to County Memorials and the Names for County Parks, Sites, and Facilities](#) (adopted March 17, 1992), as well as the following additional guidelines:

1. Generally, the library will carry a name that reflects the geographical area in which it is located or for which it serves in order to be understood by customers; for example, Lovettsville Library. Exterior signs will identify each library as such; for example, “Lovettsville Library.” The library may be further identified as “A branch of Loudoun County Public Library.”
2. In exceptional circumstances, the LBOT may consider naming libraries, collections, additions, rooms, or significant areas within a library after a donor, provided that the donor paid for a substantial portion or the entire cost of construction or renovation or has donated a significant amount of money to LCPL.
3. In exceptional circumstances, the LBOT may consider naming libraries, collections, additions, rooms, or significant areas within a library in honorable recognition of an individual or group, provided the following criteria are met:
 - a) Commemorative naming in memory of individuals must at least one year after the death of the individual.
 - b) Commemorative naming may only be for civic or charitable organizations (not for corporate or religious organizations).
 - c) Commemorative naming is in recognition of outstanding achievement, distinctive service, or significant contribution by the individual or group to the library, local, or national community.

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9. Privacy

LCPL protects the privacy of all customer information, including requests for service or materials, loan transactions, online sites visited, and resources accessed. Records that link personally identifiable information to borrowed or requested materials or to website visits are kept only as long as needed for operational purposes.

LCPL does not release such information to individuals or to any private or public agency unless it is required to comply with proper judicial processes, such as a government order to produce documents or information.

Per [Virginia Code 2.2-3705.7](#), parents and/or legal guardians will have complete access to the records of their minor child or children. LCPL staff may only access personal data for the purpose of serving customers.

LCPL uses Google Analytics to gather information regarding usage patterns of LCPL-maintained websites. Google Analytics uses cookies to collect statistical data such as browser type and operating system. No personally identifiable information is stored. [Customers may opt out of being tracked by Google Analytics](#) without affecting their use of LCPL-maintained websites.

Confidentiality of customer records is protected under state law per [Virginia Code § 2.2-3705.7](#).

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10. Programming

LCPL programs are designed to spotlight materials and services and provide educational and recreational opportunities for customers of all ages.

LCPL may participate in cooperative or joint programs with other agencies, organizations, institutions, or individuals as part of its efforts.

Programs are scheduled at the discretion of staff and are open to the public. Presenters will not be excluded from consideration because of their origin, background, or views and topics will not be excluded due to potential controversy.

LCPL sponsorship of a program does not constitute an endorsement of the content of the program, the organization presenting the program, or the views expressed by participants. [Customer input regarding selection, retention, or reconsideration of programs](#) is encouraged and reviewed.

To request a reasonable accommodation for a disability, call 703-777-0368. Three days' notice is requested.

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11. Rules of Conduct

The following rules of conduct are meant to ensure LCPL is a safe and enjoyable environment. Staff has the right to contact the proper authorities and ask customers to leave the library when customers are in violation of the rules. Violation of the rules or any unlawful behavior may result in the loss of library privileges.

Exceptions to these Rules of Conduct may be granted at the discretion of the Director or designee.

The following are prohibited in and on LCPL facilities, property and grounds:

1. Damage, destruction, or theft of LCPL or personal property.
2. Abusive, threatening, or intimidating language.
3. Conduct that disturbs or endangers customers, staff, or volunteers.
4. Conduct that hinders other customers from using library space, equipment, or materials.
5. Conduct that prevents staff from performing their duties. Such behavior includes, but is not limited to, verbal abuse, intimidation, sexual harassment, or harassment on account of race, religion, ethnic background, gender, or sexual orientation.
6. Sleeping.
7. Selling or solicitation, except for designated LCPL-sponsored events.
8. Smoking, including e-cigarettes, or use of tobacco in any form.
9. Open containers of alcoholic beverages.
10. Being under the influence of alcohol or illegal substances.
11. Consuming food or drink that creates a nuisance or disrupts other customers because of odor, garbage, or spills.
12. Leaving bags or personal items unattended.
13. Any use of computers or Internet access that interferes with the activities of LCPL or its network, or is in violation of federal, state, or local laws, including [Virginia Code §18.2-374.1:1](#) (child pornography), [Virginia Code §18.2-372-§18.2-374](#) (obscene materials), or [Virginia Code §18.2-377](#) (obscene materials), or materials deemed harmful to juveniles [Virginia Code §18.2-390](#) is prohibited.

The following must always be observed:

14. Appropriate attire, including, but not limited to, shoes and a shirt.
15. Bicycles must be left outside.

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In addition, please be aware:

16. LCPL is not responsible for personal items that are lost, stolen, or damaged on LCPL premises.
17. Animals are not permitted inside LCPL facilities. Service animals are exceptions.
18. Staff reserves the right to contact the appropriate authorities when children are left unattended, do not observe the Rules of Conduct, or are in distress (see Safe Children, policy 10).
19. Staff may ask any customer to leave when they are in violation of the Rules of Conduct. Staff may contact the appropriate authorities if a customer refuses to leave when asked.

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12. Safe Children

LCPL provides a welcoming and safe environment for children. Staff can assist children using library resources but cannot provide childcare or assume responsibility for their safety. Parents, guardians, teachers, and caregivers are responsible for the behavior and safety of the children in their care.

- Children 9 years old or younger must always be directly supervised by a parent, guardian or caregiver age 13 or older. Parents, guardians or caregivers are to remain in the immediate vicinity of the children in their care.
- If children 9 years old or younger are left unattended, staff will attempt to reach their parents or guardians. If they cannot be reached, staff will contact the appropriate authorities.
- Children are expected to abide by the Rules of Conduct (see policy 9). Staff reserves the right to contact parents or guardians or the appropriate authorities if a child of any age is disruptive or is in distress.
- Minors 17 years old or younger left at the library without transportation at closing time may be referred to the appropriate authorities for their well-being. Staff may not transport minors.

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13. Support Groups

Support groups, including friends groups, advisory boards, and foundations. They are separate from LCPL and are not policy-making bodies.

These groups may raise money through book sales, sponsorship of special events, or other means.

To use facilities, LCPL branding, or receive LCPL assistance, support groups must abide by the following standards:

7. All friends groups, advisory boards, and foundations will conduct their fiscal affairs through appropriately structured nonprofit, tax-exempt organizations.
8. Funds raised by support groups will not be a substitute for taxpayer funding.
9. Funds raised by support groups will be maintained in an account separate and distinct from LCPL's operating accounts. Such accounts will be administered by the treasurer of the support group.
10. Gifts made to LCPL by friends groups, advisory boards, or a foundation will conform to LCPL's gift and fiscal policies and will not be used to dictate policy.
11. Use of LCPL's name and/or logo must be approved by LCPL.

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14. Volunteers

Volunteers support staff by performing supplemental and/or specialized services without wages or benefits.

Volunteers are accepted when their abilities match specific needs. LCPL does not guarantee all volunteer applications will be accepted. <https://library.loudoun.gov/#volunteer>

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Addendum A

Meeting Room Guidelines

Available space varies significantly among branches and not all branches can accommodate every need or request. The Branch Manager (or designee) reserves the right to refuse groups the use of meeting rooms whenever, in his/her best judgment, the use does not conform to these guidelines or LCPL policy.

Use of meeting rooms may be permitted under the following conditions:

1. All meetings must be open to the public.
2. No group is permitted to bar others from entering the room unless necessary to comply with fire code capacity limits.
3. Meeting rooms may not be used for parties or personal events.
4. Meeting rooms may be reserved up to 60 days in advance for use by groups of three or more people.
5. Meeting rooms may be reserved up to one day in advance for use by individuals or groups of less than three people.
6. LCPL reserves the right to limit usage to 10 hours per group, per month, throughout the LCPL system.
7. The sale of goods or services, admission fees, and/or solicitation of donations or personal information is prohibited.*
8. The group or individual booking the meeting room must always provide proper supervision.
9. The authorized representative of the group is responsible for maintaining the condition of the meeting room and must report to staff any damage to the room or its contents.
10. The group or individual is responsible for setup and cleanup of the room and furniture. Appropriate time before and after the meeting for these purposes should be included in the booking time.
11. The name, address and/or phone number of LCPL facilities may not be used as the official address of any group, nor may any non-LCPL group using facilities publicize its activities in such a way as to imply LCPL sponsorship.
12. If publicity for the meeting includes an LCPL address, the group must add, "This meeting is not sponsored by Loudoun County Public Library," to any printed or online announcements.

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13. Meeting rooms are available during normal operating hours. Individuals or groups engaged in official government business for federal, state, county or town governments may use the meeting rooms at other times as authorized by the Branch Manager.
14. In the case of closures due to weather or other unforeseen circumstances, LCPL will make every effort to contact via email the individuals who reserved meeting rooms. Individuals are responsible for notifying meeting attendees of cancellation due to closures. During severe weather events, please call the branch or check library.loudoun.gov for operating status updates.
15. Meeting room users are not covered by the County of Loudoun's liability insurance.

**Only LCPL-sponsored presenters, support groups, and local or federal government groups either sponsoring or co-sponsoring a program may charge an admission fee or sell a product.*

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Addendum B

Drive or Petition Application

In accordance with LCPL's Facilities policy, the following applies to groups or individuals conducting voter registration or blood drives in lobbies, or groups or individuals gathering signatures for a petition on LCPL grounds:

- Lobby use is restricted to non-partisan voter registration, blood drives, and LCPL-sponsored events.
- The lobby can be reserved up to two months in advance. Please call the branch to make a reservation.
- No group or individual may use the lobby for more than 10 hours per month.
- Petition signing must be conducted outside LCPL buildings at a minimum distance of 25 feet from building entrances.
- Communication with any customer by petitioners or groups or individuals conducting drives must be initiated by the customer.
- Groups or individuals must follow the process for conducting voter registration drives, including the training requirement, as set forth by the Virginia State Board of Elections (elections.virginia.gov/registration/registration-drives).
- Groups or individuals conducting voter registration drives must do so in a non-partisan manner. No endorsements may be made of any political party or candidate.

Please see the application on the next page.

LIBRARY BOARD OF TRUSTEES

Christina Olorunda, *Chair, Ashburn District*

Walter Purnell, *Vice Chair, Broad Run District*

Sean Mallon, *Algonkian District*

Alana Boyajian, *Blue Ridge District*

Sara Pensgard, *Catoctin District*

Monti Mercer, *Dulles District*

Christine Newton, *Leesburg District*

Kathleen Kuhn, *Sterling District*

Priscilla Martínez, *At-Large*

Drive/Petition Application

LCPL Branch Name	
Name of Group	Date of Application
Authorized Individual Conducting Drive or Petition	Title
Address of Group/Individual	Telephone
Date and Time of Drive/Petition	

I have read and agree to abide by the above guidelines.

Printed Name of Applicant	Approved by (LCPL Staff Only)
Signature of Applicant	Date

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Kathleen Kuhn, *Sterling District*

Priscilla Martínez, *At-Large*

Loudoun County Public Library Board of Trustees
ACTION ITEM SUMMARY: AI03 Thomas Balch Library Contract

SUBJECT:	Thomas Balch Library Contract
CONTACT:	Director Chang Liu
ACTION DATE:	June 16, 2021
RECOMMENDATION:	LBOT approves the Thomas Balch Library Contract
BACKGROUND	Loudoun County Public Library has a long-standing contract with the Thomas Balch Library of the Town of Leesburg to catalog materials for the Thomas Balch Library. This contract is annually presented to the LBOT for review and renewal.
ISSUES:	
FISCAL IMPACT:	This service to the Thomas Balch Library annually brings in about \$2500 to Loudoun County. The work is performed by LCPL staff during their normal work time.
DRAFT MOTION:	I move to approve the FY2022 Thomas Balch Library Contract as presented.
ATTACHMENTS:	Draft copy of the FY2022 Thomas Balch Library Contract
NOTES:	
ACTION TAKEN:	

**SERVICES PROVIDED TO TOWN OF LEESBURG
TERMS OF AGREEMENT**

CATALOGING AND PROCESSING

Loudoun County Public Library will catalog items, perform all data entry operations in order that items would appear on the online catalog, and physically process all items with appropriate labels and/or jackets when necessary. No ordering, receiving, or fund accounting will take place. Work will be accomplished per the following conditions:

1. The Public Library will catalog items received at their office, performing all data entry operations for items to appear on the online catalog. Cataloging decisions will remain consistent with Thomas Balch's current bibliographic database.
2. The Public Library will process items with any labels/jackets/stamps necessary.
3. Catalogued materials will be picked up by Thomas Balch staff. The Public Library will process newly purchased Thomas Balch materials within two months of receiving them from Thomas Balch. Gift items will be processed within three months of receipt from the donor.

Cost: \$10.80 per title, for those items appearing in the OCLC database; \$27.75 per title, for those items which do not appear in the OCLC database. In addition, the Town must continue its "sharing membership" to the OCLC Eastern consortium; the annual membership fee is payable directly to OCLC Eastern.

The Town will be billed quarterly for Cataloging and Processing services; payment is due within 30 days of invoice date.

Terms: This is a one-year contract renewable annually; either party may terminate the contract with 90 days written notice.

**SERVICES PROVIDED TO TOWN OF LEESBURG
TERMS OF AGREEMENT**

AUTOMATION SUPPORT

Thomas Balch Library will share the existing Integrated Library System.

In support of the system, Loudoun County Public Library agrees to:

- 1. include Thomas Balch staff in training for appropriate system modules;
- 2. invite Balch staff to monthly Automation meetings and send them minutes of those meetings;
- 3. monitor all aspects of automation processes for Thomas Balch Library; and
- 4. assist with regularly scheduled automation reports.

Cost: \$1,695.00 annually to be billed on July 1 of each year and payable within 30 days of invoice date.

This is a one-year contract renewable annually; either party may terminate the contract with 90 days written notice. Contract Period: From July 1, 2021 to June 30, 2022.

Christina Olorunda, Chair Date
Library Board of Trustees

Kaj H. Dentler, Town Manager Date
Town of Leesburg

Tim Hemstreet, County Administrator Date
Loudoun County

Loudoun County Public Library Board of Trustees
ACTION ITEM SUMMARY: A104 Collective Bargaining

SUBJECT:	Collective Bargaining
CONTACT:	Chair Christina Olorunda
ACTION DATE:	June 16, 2021
RECOMMENDATION:	
BACKGROUND	
ISSUES:	
FISCAL IMPACT:	
DRAFT MOTION:	I move to request Carlos Teran, legal counsel for LBOT/LCPL, work with County Attorney Leo Rogers and Deputy County Attorney Missy Spring to determine if library staff is eligible to collectively bargain with LBOT/Loudoun County and if library staff is eligible to collectively bargain, for Mr. Teran to then determine what steps need to be taken in order for library staff to do so.
ATTACHMENTS:	
NOTES:	
ACTION TAKEN:	

Library Trust Funds Holdings

5/31/2021

Irwin Uran Trust Fund	\$ 84,362.63	LGIP*	0.080%
Symington Trust Fund	\$ 86,900.64	LGIP*	0.080%
		CD**	Trade Date Maturity Yield
	\$ 850,253.31	<i>FVC Bank</i>	03/18/20 03/18/25 1.250%
	\$ 851,824.65	<i>FVC Bank</i>	02/19/19 02/19/24 3.005%
	\$ 874,814.45	<i>United Bank</i>	03/22/18 03/22/23 3.000%
	\$ 845,245.27	<i>Virginia Commerce</i>	03/29/17 03/29/22 2.000%
	\$ 905,059.01	<i>John Marshall Bank</i>	03/31/21 03/31/26 0.750%
Symington Total	\$ 4,414,097.33		
James Horton Trust Fund	\$ 28,325.43	LGIP*	0.080%

*LGIP balances available for expenses

**CD balances subject to penalty for early withdrawal

**Irwin Uran Trust Fund
Fund 1220
FY21**

Month	Beginning Balance	Prior Mo Adjustment	Revenue (Donations)	Expenses	Ending Balance Oracle-Interest*	Interest Earned*	Ending Balance Oracle+Interest	Average LGIP Rate
July	\$ 109,221.00	\$ -	\$ -	\$ -	\$ 109,221.00	\$ 29.31	\$ 109,250.31	0.322%
August	\$ 109,250.31	\$ -	\$ -	\$ -	\$ 109,250.31	\$ 23.40	\$ 109,273.71	0.257%
September	\$ 109,273.71	\$ -	\$ -	\$ -	\$ 109,273.71	\$ 19.85	\$ 109,293.56	0.218%
October	\$ 109,293.56	\$ -	\$ 50,000.00	\$ 75,000.00	\$ 84,293.56	\$ 13.14	\$ 84,306.70	0.187%
November	\$ 84,306.70	\$ -	\$ -	\$ -	\$ 84,306.70	\$ 10.75	\$ 84,317.45	0.153%
December	\$ 84,317.45	\$ -	\$ -	\$ -	\$ 84,317.45	\$ 9.20	\$ 84,326.65	0.131%
January	\$ 84,326.65	\$ -	\$ -	\$ -	\$ 84,326.65	\$ 8.99	\$ 84,335.64	0.128%
February	\$ 84,335.64	\$ -	\$ -	\$ -	\$ 84,335.64	\$ 8.08	\$ 84,343.72	0.115%
March	\$ 84,343.72	\$ -	\$ -	\$ -	\$ 84,343.72	\$ 6.96	\$ 84,350.68	0.099%
April	\$ 84,350.68	\$ -	\$ -	\$ -	\$ 84,350.68	\$ 6.33	\$ 84,357.01	0.090%
May	\$ 84,357.01	\$ -	\$ -	\$ -	\$ 84,357.01	\$ 5.62	\$ 84,362.63	0.080%
June		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.000%
Total FY	\$ 109,221.00	\$ -	\$ 50,000.00	\$ 75,000.00	\$ 84,221.00	\$ 141.63	\$ 84,362.63	

*Interest Earnings Based On Average LGIP Rate For the Month

**James Horton Prog for the Arts Trust Fund
Fund 1222
FY21**

Month	Beginning Balance	Prior Month Adjustment	Revenue (Donations)	Expenses	Ending Balance Oracle-Interest*	Interest Earned*	Ending Balance Oracle+Interest	Average LGIP Rate
July	\$ 26,784.17	\$ -	\$ -	\$ -	\$ 26,784.17	\$ 7.19	\$ 26,791.36	0.322%
August	\$ 26,791.36	\$ -	\$ -	\$ -	\$ 26,791.36	\$ 5.74	\$ 26,797.10	0.257%
September	\$ 26,797.10	\$ -	\$ 1,500.00	\$ -	\$ 28,297.10	\$ 5.14	\$ 28,302.24	0.218%
October	\$ 28,302.24	\$ -	\$ -	\$ -	\$ 28,302.24	\$ 4.41	\$ 28,306.65	0.187%
November	\$ 28,306.65	\$ -	\$ -	\$ -	\$ 28,306.65	\$ 3.61	\$ 28,310.26	0.153%
December	\$ 28,310.26	\$ -	\$ -	\$ -	\$ 28,310.26	\$ 3.09	\$ 28,313.35	0.131%
January	\$ 28,313.35	\$ -	\$ -	\$ -	\$ 28,313.35	\$ 3.02	\$ 28,316.37	0.128%
February	\$ 28,316.37	\$ -	\$ -	\$ -	\$ 28,316.37	\$ 2.71	\$ 28,319.08	0.115%
March	\$ 28,319.08	\$ -	\$ -	\$ -	\$ 28,319.08	\$ 2.34	\$ 28,321.42	0.099%
April	\$ 28,321.42	\$ -	\$ -	\$ -	\$ 28,321.42	\$ 2.12	\$ 28,323.54	0.090%
May	\$ 28,323.54	\$ -	\$ -	\$ -	\$ 28,323.54	\$ 1.89	\$ 28,325.43	0.080%
June		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.000%
Total FY	\$ 26,784.17	\$ -	\$ 1,500.00	\$ -	\$ 28,284.17	\$ 41.26	\$ 28,325.43	

*Interest Earnings Based On Average LGIP Rate For the Month

**Symington Trust
Fund 1223
FY21**

Month	Beginning Balance	Prior Month Adjustment	Revenue (Donations)	Expenses	Ending Balance Oracle-Interest*	Interest Earned @ LGIP Rate**	CD Interest Received	Ending Balance Oracle+Interest	Average LGIP Rate
July	\$ 4,327,916.61	\$ -	\$ -	\$ -	\$ 4,327,916.61	\$ 23.29	\$ -	\$ 4,327,939.90	0.322%
August	\$ 4,327,939.90	\$ -	\$ -	\$ -	\$ 4,327,939.90	\$ 18.59	\$ -	\$ 4,327,958.49	0.257%
September	\$ 4,327,958.49	\$ -	\$ -	\$ -	\$ 4,327,958.49	\$ 15.77	\$ -	\$ 4,327,974.26	0.218%
October	\$ 4,327,974.26	\$ -	\$ -	\$ -	\$ 4,327,974.26	\$ 13.53	\$ -	\$ 4,327,987.79	0.187%
November	\$ 4,327,987.79	\$ -	\$ -	\$ -	\$ 4,327,987.79	\$ 11.07	\$ -	\$ 4,327,998.86	0.153%
December	\$ 4,327,998.86	\$ -	\$ -	\$ -	\$ 4,327,998.86	\$ 9.48	\$ -	\$ 4,328,008.34	0.131%
January	\$ 4,328,008.34	\$ -	\$ -	\$ -	\$ 4,328,008.34	\$ 9.27	\$ -	\$ 4,328,017.61	0.128%
February	\$ 4,328,017.61	\$ -	\$ -	\$ -	\$ 4,328,017.61	\$ 8.33	\$ -	\$ 4,328,025.94	0.115%
March	\$ 4,328,025.94	\$ -	\$ -	\$ -	\$ 4,328,025.94	\$ 0.07	\$ 86,059.01	\$ 4,414,085.02	0.099%
April	\$ 4,414,085.02	\$ -	\$ -	\$ -	\$ 4,414,085.02	\$ 6.52	\$ -	\$ 4,414,091.54	0.090%
May	\$ 4,414,091.54	\$ -	\$ -	\$ -	\$ 4,414,091.54	\$ 5.79	\$ -	\$ 4,414,097.33	0.080%
June		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.000%
Total FY	\$ 4,327,916.61	\$ -	\$ -	\$ -	\$ 4,327,916.61	\$ 121.71	\$ 86,059.01	\$ 4,414,097.33	

*Ending Balances include CD's and Money Market balances - see holding tab

**Interest Earnings on funds invested at LGIP - Based On Average LGIP Rate For the Month

CD's as of 5/31/2021

\$ 905,059.01		John Marshall Bank	3/31/2021	3/31/2026	0.750%
\$ 850,253.31		FVC Bank	3/18/2020	3/18/2025	1.950%
\$ 851,824.65		FVC Bank	2/19/2019	2/19/2024	3.005%
\$ 874,814.45		United Bank	3/22/2018	3/22/2023	3.000%
\$ 845,245.27		Virginia Commerce	3/29/2017	3/29/2022	2.000%
\$ 4,327,196.69					