

Union Memorandum

Significant language Discrepancy

“The term of this one-year agreement will be from January 1, 2026, through June 30, 2029.”

The first line of the Memorandum Of Understanding has an error(?), leaving open the question of whether the union intended this to be a one-year agreement or a three-and-a-half-year agreement

Contract Out Provision

L) Contract Out

“The City shall give the Union no less than a 45-day written notice before issuing a request for proposals, request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the Union. “

This language gives the union first say on major expenditures related to planning, public works and Finance/Admin, prior to the City Council. Is that acceptable to the City Council? Is this the best procedure for the city’s residents/taxpayers?

- **45 days/1.5months is a long time to delay purchasing**
 - 6% construction inflation means costs **increase \$10,000 for every \$1.5MM in expenditures**
 - Will **emergency water/wastewater repairs** be delayed until the union has time to review the situation? No emergency language in the MOU?
 - What if a **critical department like planning is unstaffed** and needs contract work to provide timely reviews of plans or ongoing construction? Is there liability to the city if we delay 45 more days, the process of getting a contractor on board?
 - Delaying projects create liability to the city. If a Sewer line replacement is delayed and there is a leak/spill creating liability and additional cost will the Union share responsibility for the liability and costs?

(MOU Language) “The written notice shall include: the anticipated duration of the contract, the scope of work under the contract, the anticipated cost of the contract, the draft solicitation (or if not yet drafted, any information that would normally be included in a solicitation), and the reason the City believes the contract is necessary. The parties shall promptly meet and confer.”

- The city averages 20-30 individual contract services line items each year. CIP projects could add another 10 projects. This is a lot of workload and meetings with the union.
- “Promptly meet and confer” suggests up to 40 meetings with the union annually? Assume this includes city attorney and council representatives? Further delays in scheduling. Potential delays if the union objects to a particular project.
- There is no language for conflict resolution. “Meet and Confer” creates a potential for disagreement. How will that be resolved? Will the union be liable for increased costs or liability created by delaying the project.

This is a lot of duplication of processes that already exist. All Contracted Services are detailed in the budget. RFPs come to Budget Committee and City Council for Approval. Union can make public or private comments and suggestions during the review process without special documents being prepared and without meetings to confer.

ACTIONS:

- 1. Correct the discrepancy in the term of the agreement**
- 2. Preferably City declines the Contract Out provision.**
 - **All “contracted services” are detailed in the budget process. The union has plenty of time to review and comment during the planning process.**
 - **For unbudgeted projects the union could be alerted. Significant unplanned expenditures go through budget committee and City Council. There is plenty of time for the union to participate through the public process or back channel as permitted by staff.**
 - **Any issues that the Union feels require negotiation are better addressed during the budget process and well before RFPs.**

3. If the provision is to be included – request legal to write further clarifying language:

- **The union provides compensation to the city for staff time and estimated cost of preparing notifications, scheduling meetings to confer and staff time attending meetings specific to RFP requests.**
- **Emergency Repairs to buildings, streets, water and wastewater infrastructure will not be submitted to union in advance.**
- **Contract services to address unplanned vacancies shall not be noticed in advance.**
- **Conflict resolution language including time limits.**
- **Union responsibility for liability or increased costs created by delays in beginning construction.**