



City of Woodland

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR
AND CITY COUNCIL

DATE: July 8, 2008

SUBJECT: Renewal of Contract with Labor Negotiator

Report in Brief

The City has engaged the services of a consultant to support labor negotiations and similar labor relations services. The present consultant, William Avery and Associates, Inc., has provided excellent service and works well with management staff and employee associations. An agreement has been prepared to retain William Avery and Associates for the next three years.

Staff recommends that the City Council authorize the City Manager to execute a contract renewing the agreement between the City of Woodland and William Avery and Associates, Inc. for negotiations and consultant services in employer-employee relations effective July 1, 2008 through June 30, 2011.

Background

William Avery and Associates has been under contract with the City of Woodland for a number of years. In the past, his primary role was to support the City in negotiating Memoranda of Understanding with nine separate employee associations/groups. In addition he provides advice and consultation regarding a number of employee relations matters. With the departure of the former Assistant City Manager who served as the City's lead negotiator, it has been determined to change the scope of the negotiations process and have Mr. Avery take a more active lead in the process. It is felt that this approach will negate some of the past confrontations and perceived ill will that should not be part of the new Director of Administrative Services job functions. The new contract with Mr. Avery, if approved, will be from July 1, 2008 through June 30, 2011.

Discussion

During the 2006-07 contract year, all employee associations/groups Memoranda of Understanding were due for re-negotiation or openers. The task was monumental and extremely difficult at times.

In house staff had issues to address with limited funding availability. Creative proposals and solutions were considered until finally all MOU's were settled. As mentioned, it has been determined that in-house staff should not take as active a part in the negotiations process and primarily serve as resource base. Mr. Avery has agreed to this arrangement. His long tenure with the City, extensive knowledge of past negotiations issues within the City and familiarity with current labor agreements is an asset to the City which staff believes should be retained. This is especially critical when considering the significant change in high level management positions since April 2007. Of the twelve Senior Staff members in place fifteen months ago, six have left City service. The loss of institutional knowledge suggests that the retention of Mr. Avery would be critical to the future labor negotiations.

The terms and conditions of the proposed agreement remain consistent with the previous agreement. These conditions include a termination condition that allows either party to terminate the agreement by mutual consent or with 60 days written notice.

It is important to note that labor relations services will be critical over the next year. Eight of the City's nine employee associations/bargaining units expire in June 2009. The Senior Staff/Department Heads group expired on June 30, 2008. The City Manager and Human Resources staff are working to update that agreement. One of the actions being considered is to move the Senior Staff to individual Employment Agreements as is done for similar positions in other cities.

Fiscal Impact

Mr. Avery's contract amount at this time is \$2,100 per month plus expenses. The proposed contract amount would stay \$2,100 per month for the Fiscal Year July 1, 2008 through June 30, 2009, increase by \$100 per month to \$2,200 beginning July 1, 2009 through June 30, 2010, and top out during the final year of this agreement at \$2,300 per month beginning July 1, 2010 and ending June 30, 2011. These monthly amounts are well below like services provided in the area. The monthly fees cover the time spent in actual negotiations with the employee associations. The funds required for the proposed agreement have been included in the FY2009 budget and updated 10-year Plan.

Public Contact

Posting of the City Council agenda.

Alternative Courses of Action

1. Authorize the City Manager to execute a contract renewing the agreement between the City of Woodland and William Avery and Associates, Inc., for negotiations and consultation services in employer-employee relations effective July 1, 2008 through June 30, 2011.
2. Cease the consideration of an agreement with William Avery and Associates and seek Requests for Proposals from other labor relations consultants.

Recommendation for Action

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Sue Vannucci, Director of
Administrative Services
and City Clerk

Mark G. Deven
City Manager

Attachment: Proposed Agreement

**AGREEMENT BETWEEN THE CITY OF WOODLAND
AND WILLIAM AVERY & ASSOCIATES FOR
NEGOTIATIONS AND CONSULTANT SERVICES IN
EMPLOYER-EMPLOYEE RELATIONS**

THIS AGREEMENT is entered into this ____ day of____ 2008, by and between the CITY OF WOODLAND, a political subdivision of the State of California (herein called "City"), and WILLIAM AVERY & ASSOCIATES, INC., a California Corporation, 3 1/2 N. Santa Cruz Avenue, Suite A, Los Gatos, CA 95030, (herein called "Consultant").

W I T N E S S E T H:

WHEREAS, City is obligated pursuant to state law and city policy to meet and confer with recognized employee organizations representing its employees in their employment relations with the City; and

WHEREAS, the City Council desires to engage professional assistance in matters of labor relations representation and negotiations and in accomplishing the process of said meeting and conferring in relation thereto; and

WHEREAS, Consultant is a professional labor relations consultant and representative, who is well qualified by education and experience to provide such services; and

WHEREAS, the City, under authority of the Government Code proposes to engage Consultant in accordance with the terms and conditions set forth herein to render such services.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Employment of Consultant.** City hereby agrees to engage Consultant, and Consultant hereby agrees to provide the services hereinafter set forth involving labor relations negotiations and the instruction and training of management personnel in the implementation of labor relations agreements.
2. **Contacts for Responsibility.** The City Manager shall represent the City for the purpose of administering this agreement. William H. Avery shall be Consultant's designated representative for the purpose of administering this contract. The individual within Consultant's firm who will provide services to City as set forth in Section 3 will be decided by mutual agreement of the parties. Consultant shall not delegate or assign his responsibilities under this contract without the prior expressed approval of City having first been obtained.

3. **Scope of Services.** Consultant shall provide his special knowledge, services and skills as follows:
- a. Consultant shall act as City's principal representative and chief negotiator at all meet and confer sessions held with the Police, Fire, General Services, Police Mid-Management, Fire Mid-Management and Miscellaneous Mid-Management units (total of 6 bargaining "tables"). All such representations and negotiations shall abide by the guidelines established by the City, and Consultant shall meet and confer as often as is reasonably necessary until agreement with such bargaining units is reached in conformance with such guidelines, or until the City Council has determined, after consultation with Consultant, the agreement is not reasonably possible with such bargaining units. Consultant shall also act as City's representative at any and all impasse proceedings which may be conducted, such as mediation. Consultant shall meet with the City Council, or a committee thereof, as often as is reasonably necessary during each meet and confer process to review City's position and obtain further instructions.
 - b. When agreement is reached with an employee bargaining unit, a Memorandum of Understanding will be prepared by Consultant and submitted to the City Council for approval. When so approved and upon request, Consultant shall meet with City's management to review approved Memorandum of Understanding developed pursuant to this agreement and to explain any changes in wages, hours and working conditions instituted by the City following the meet and confer process.
 - c. Upon mutual consent of the parties, Consultant shall act as City's principal representative and chief negotiator for units (bargaining tables) in addition to those listed in 3a, above. Such additional services shall be rendered at an annual retainer rate or at a fee mutually acceptable to the parties.
 - d. During the negotiations process, Consultant shall, upon request, meet with management groups on an occasional basis to keep them generally informed as to the progress of bargaining with the basic units.
 - e. In addition to the service described above, Consultant shall provide: a) unlimited telephone consultation; 2) advice on other matters including employer-employee relations policies, personnel rules, management compensation plans, grievance handling and contract administration; and 3) on site assistance in conducting a review of the City's Medical Insurance Plan; and 4) as requested, meet

with the City Manager, City Council or employee organizations on employer relations matters.

4. **City Assistance.** City shall assist Consultant by providing information, personnel, space and facilities as follows:
 - a. All information reasonably within City control or accessible to City and which may be helpful to Consultant in the performance of his services as provided for herein; and
 - b. A management team composed of members of the affected departments and, at least, one member of the City Manager's Office to assist Consultant during the meet and confer sessions; and
 - c. Supplemental clerical and stenographic assistance as Consultant may reasonably require for the performance of his services as provided herein; and
 - d. A suitable location where meet and confer sessions may be conducted.
5. **Term.** The respective duties and obligations of the parties hereto shall commence on July 1, 2008, and continue for thirty-six (36) months.
6. **Fee Arrangement.** For the services described above, the City shall pay Consultant the sum of \$2,100 per month for the period July 1, 2008 through June 30, 2009; \$2,200 for the period July 1, 2009 through June 30, 2010 and \$2,300 for the period July 1, 2010 through June 30, 2011.
7. **Termination of Agreement.** This Agreement may be terminated as follows: (A) By mutual consent of the parties; or (B) By the City Council upon sixty (60) days written notice. Upon termination of this Agreement under either (A) or (B) above, Consultant shall be compensated for that period of the thirty-six (36) month term of the Agreement which has elapsed.

In addition, if the Agreement is terminated under (B) above and either year's meet and confer obligations have been completed, the proportion of total professional fees paid by the City to Consultant shall not be less than ninety (90%) percent of that year's annual fee.
8. **Travel and Lodging.** Consultant shall periodically submit an itemization of travel expenses including lodging, meals and transportation on a form acceptable to City. City shall pay within thirty (30) days of receipt of billing all reasonable expenses incurred for transportation, lodging and meals.

9. Independent Contractor. It is expressly understood and agreed to by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the City.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY OF WOODLAND

ATTEST;
CITY CLERK

APPROVED AS TO FORM AND
LEGAL EFFECT;

WILLIAM AVERY & ASSOCIATES

CITY ATTORNEY
