CPPW makes the following proposal on Bargaining Unit Work on May 21, 2024. CPPW reserves the right to modify or adjust as negotiations continue so long as no TA has been reached.

Article ___ Bargaining Unit Work

- A. The parties agree it is important for CPPW to maintain ownership of bargaining unit work and for CPPW to protect the rights of its bargaining unit members to continue performing such work. The parties also agree that there are some limited circumstances, as delineated in Section B, that require the City to contract out work or assign work to supervisors.
- B. The City may contract out work only under the following circumstances:
 - 1) Emergency: Work required by circumstances arising out of a State of Emergency (as declared by the City) including, but not limited to, natural hazards.
 - 2) Warranty Work: Work provided by the vendor or manufacturer at no additional cost.
 - 3) Proprietary: Work that is required to be performed by the vendor or manufacturer or an authorized provider due to the proprietary nature of the product involved.
 - 4) Unavailable Specialized Skills: Work that involves specialized skills that bargaining unit members do not possess or that could not be adequately trained in time to complete required project work.

Any other work the City believes necessary to contract out must be first bargained with CPPW or agreed to by CPPW. Provided however, such bargaining will be limited to a 45-day period.

- C. The City will provide written notice to the Union of its intent to contract out bargaining unit work before assigning or contracting out such work. The written notice shall include the scope of work, the duration and cost of the contract, potentially impacted classifications, and the reason(s) from Section (A) for contracting out.
- D. The City will provide a utilization report of contracted work to be reviewed quarterly. The Union may request a quarterly meeting with bureau staff to discuss information provided. The purpose of these meetings shall be to discuss bargaining unit work contracted out and to determine other alternatives for future contracted out work, including a review of staffing levels, subject matter experts and additional training and advancement opportunities for CPPW bargaining unit members.