



## CONTRACTING OUT OR ASSIGNMENT OF BARGAINING UNIT WORK

West Chester University

### **I. PURPOSE:**

The intent of this policy is to establish an effective means of providing notice and inviting feedback and discussion from AFSCME when the University is contemplating contracting out or assigning work covered by Article 43 of the AFSCME contract, hereinafter referred to as the Master Agreement. The policy is promulgated to comport specifically with Article 43 obligations of the Master Agreement.

### **II. DEFINITIONS:**

- A. Bargaining Unit Work: Bargaining unit work is work which has historically, exclusively been performed by employees covered by the AFSCME Master Agreement.
- B. Meet and Discuss: Meet and Discuss is an obligation growing out of Section 702 of PERA requiring public employers, at the union's request, to periodically "meet and discuss" policy matters affecting union members' terms and conditions of employment. The public employer is not obligated to bargain on these matters but to meet at reasonable times to hear the union's recommendations and concerns regarding a proposed employer action which falls under the scope of Section 702.
- C. Legitimate Operating Reasons: Reasons resulting in reasonable cost savings, improved service delivery; reasons necessitated by technological change; or reasons resulting from insufficient numbers of available, qualified bargaining unit members on lay-off recall lists within the University.
- D. Emergency Circumstances: Circumstances which, if delayed, could reasonably result in serious property or personal injury liabilities or which would constitute a violation of law or offend a life safety regulation.
- E. PERA: Pennsylvania Public Employee Collective Bargaining Act.
- F. Timely Manner: Without undue delay.

### III. POLICY:

West Chester University will not contract out or assign AFSCME bargaining unit work which would result in the lay-off or down-grading of an AFSCME bargaining unit member; or prevent an available, qualified bargaining unit member from being recalled to work; except for legitimate operational reasons. West Chester University will provide AFSCME with timely, prior written notice of the University's contemplation of contracting out or otherwise assigning of AFSCME bargaining unit work. The University will also afford AFSCME a reasonable opportunity to provide input for the University's consideration in the form of recommendations, in accordance with Article 43 of the Master Agreement.

- A. Notices: Written notices will be directed to the local AFSCME chapter president at the AFSCME local office address.
- B. Exceptions: In emergency circumstances, the University may contract out or otherwise assign work within the scope of this policy absent prior, written notice to AFSCME. The University must nonetheless notify AFSCME within 48 hours of the occurrence. Whenever possible, however, the University will consult with the affected area's foreman or supervisor prior to contracting out or assigning the work to determine whether or not the work could be performed on an overtime basis in a timely and cost-effective manner without contracting out or otherwise assigning out the work.

### IV. PROCEDURES:

- A. Campus-Wide Work: University department managers must provide completed "Notifications of Intent to Contract Work" as well as copies of associated APR's and RFP's subject to this policy to the Union Chapter President and the Director of Human Resources in a timely manner, prior to contracting out work in their respective areas. The notification form will include the rationale for, duration, cost and status of the contract under consideration.

- B. Facilities Work:

- 1. **Facilities Contracting Out Committee**: The committee will consist of bargaining unit members designated by AFSCME and Facilities managers. It will meet semi-annually, in April and October to review future contracts and/or contracts of a recurring or ongoing nature. At least seven (7) days in advance of these meetings, Facilities Management will provide a list of ongoing or

planned work anticipated to be contracted out during the six (6) months following the meeting. The meetings will be discussion-oriented and good faith efforts will be made by Facilities managers to answer questions and address concerns voiced by AFSCME.

- 2. Interim Notification:** When Facilities bargaining unit work is under consideration for contracting out or assignment between the semi-annual meetings, a Facilities designee will complete a “Notification of Intent to Contract Work” form. The form will be forwarded in a timely manner to the AFSCME Chapter President and the Associate VP for Human Resources by the responsible Facilities manager.
- C. Contracts In Excess of \$5,000:** AFSCME will have 30 days from the date of receipt of the Notification of Intent to Contract Work form to provide the University with their recommendations. During this time, the contracting out process may continue, and AFSCME’s proposal, should it choose to submit one, will be evaluated in conjunction with bids or proposals from outside vendors.
- D. Meet and Discuss:** Should AFSCME request to “meet and discuss” alternatives on a particular contract, the request will be submitted to the Director of Human Resources in writing and in a timely manner. The Associate VP for Human Resources will inform other parties as necessary, and schedule a meet and discuss meeting. Normally, the item will be added to the agenda of the next regularly scheduled “meet and discuss” meeting, although special meetings may be called for compelling circumstances.
- E. Appeal Rights:** AFSCME has the prerogative under the Master Agreement to refer a grievance on a contracting out matter to the Office of the Chancellor and AFSCME Council 13 for final adjudication, provided local meet and discuss has been unable to resolve the concern.
- F. Training:** The Human Resources Office will conduct periodic training, but no less than annual training, to ensure all department managers are cognizant of the policy and understand obligations for notice and discussion growing out of it, the AFSCME Master Agreement and PERA.