

ARTICLE 4 – CONTRACTING OUT

- A. Nothing in this article shall be interpreted as prohibiting action which must be taken to establish or maintain eligibility for any federal program, contract or grant where ineligibility would result in a loss of federal funds to the University of California.
- B. The University of California retains its management right to layoff employees, except that it will not layoff bargaining unit employees as the result of contracting out services.
- C. Except as provided below, the University will not contract services comprising work normally performed by bargaining unit employees:
 - 1. Examples of instances in which a contract for such service may be appropriate include:
 - a. emergency after-hour situations where no K7 member was able to respond;
 - b. occasional one-off projects for which the specific craft shop does not have the capacity to handle at that time;
 - c. large-scale one-time projects that require more personnel than the shops can dedicate to a project but do not justify hiring additional personnel for those isolated instances;
 - d. projects that require specialized skills, expertise and/or equipment not present in the bargaining unit; and
 - e. supplementing the skills and expertise of K7 unit members when necessary.
 - 2. When the University has determined to contract for services it will provide AFSCME's Local 3299 Director or Designee with a copy of any RFP as soon as feasible after it is issued. Such notice shall demonstrate the appropriateness for the contract, in accordance with section B above.
 - a. If AFSCME asks to meet with the University about the proposed contract for services, such a meeting will occur as soon as practicable following the University's receipt of the request. The meeting will not delay the commencement of the contract.
 - b. If AFSCME believes that the University failed to comply with the provisions of Section B above, it can file a formal complaint with the Office of the President, Office of Labor Relations. The Office of the President shall make the final determination as to whether the contract meets the conditions in Section B. is subject to grievance and arbitration.