

**USA Proposal #12
ARTICLE 18
CONTRACTING OUT**

Presented 12.11.2024

SECTION 1 (REMOVED CURRENT LANGAUGE, ADDED NEW LANGUAGE)

~~When contracting out work, which will result in the layoff of employees, who perform the function that will be contracted out, is contemplated, but prior to its implementation, a Special Labor Management Committee will be established to advise the CEO on the contracting out of personnel services. The Committee shall consist of four (4) persons: two (2) designated by the Association and two (2) designated by the Assistant Vice Chancellor for Human Resources. Said Committee shall examine cost effectiveness, quality of work, impact on career development, availability of positions within the University for which any laid-off employee may be qualified and the availability of applicable training programs and make appropriate recommendations to the CEO.~~

~~When the decision to implement the contracting out is finalized, the appointing authority will notify the Association and discuss the decision and the availability of positions within the University for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.~~

The Employer/University Administration shall not contract out any bargaining unit work. This includes but is not limited to university foundations, vendors, or individuals, and assignment of work to volunteers. For the hiring of CC/03 employees, see Section 17.7.

SECTION 2 (NEW)

The Association and the University shall provide oversight over CC/03 and other temporary positions doing bargaining unit work through a Joint Labor-Management Committee that shall review and monitor temporary, CC/03, agency/vendor, and contract employees who are performing the bargaining unit work as well as provide oversight to related policies regarding temporary employees. The Committee shall seek to protect and maximize benefited and bargaining unit work at the University.

- A. Membership on the JLMC: Within ninety (90) days after funding of this agreement a joint labor management committee consisting of three members appointed by each

party to this agreement shall meet to discuss the creation of and implementation of a system for monitoring temporary employees and to establish meeting dates throughout the year and create recommendations of future temporary employees. ~~The Association shall be represented by two members selected by the Association, and all other participating unions shall have two representatives. The University shall be represented by an equal number of non-unit administrators working in labor relations or human resources to match the union representatives. All representatives on the committee, both labor and management, shall have authority to reach agreements for their respective unions and the University while recognizing that some matters must be ratified by other union officials or University administrators.~~

B. The Purposes of the Committee shall be to:

1. Identify temporary workers, including CC/03, agency/vendor, and contracted employees who are performing USA ~~and other~~ bargaining ~~units'~~ work and determining how to appropriately address those identified employees;
2. Give input to future iterations of the campus CC/03 and contract employee policies and monitor and provide oversight to those policies;
3. Make recommendations to the Vice Chancellor of Human Resources and to the union leadership with regard to the proper use of temporary employees including CC/03, agencies/vendors, and contracted employees.

C. The Operation of the Committee:

1. Information to the Unions: On a monthly basis, the University shall supply the Association ~~and other participating unions~~ with listings of CC/03 employees, vendors engaged in bargaining unit work, and related information. The information to the Association is covered by Article Six, Section 10 of this Agreement. The University shall supply supplemental information that is both reasonable and necessary to do this work.
- ~~2. Meetings: Starting with spring semester 2022,~~ the Committee shall meet at least once per semester and once over the summer at mutually agreed to times to review the lists and do the work of the committee. ~~The parties recognize that much of the work can be performed by email between the meetings, and the parties can meet more frequently upon mutual agreement. Priority of review shall be for individuals or vendor contracts where there is a concern bargaining unit work is being performed and has an adverse impact to the bargaining unit or a bargaining unit member, but the parties shall also review all positions as necessary to ensure that regular employees are benefited and entitled to union representation as appropriate and ensure compliance with campus policy and union contracts. The University shall~~

~~supply supplemental information that is both reasonable and necessary to do this work.~~

- 3.2. Policy: The Committee shall also devote semester and summer meeting time, or otherwise meet as necessary, in order to review the CC/03 policy, including any provisions with regard to retired employees, vendors, and contractors performing work done by regular unit employees, and provide recommendations to the Vice Chancellor of Human Resources. The Vice Chancellor shall respond to the recommendations within a reasonable period of time. Should the Vice Chancellor reject a recommendation, the Vice Chancellor shall provide the committee with written reasons in a timely manner.
- D. Bargaining: To the extent that there are bargaining obligations with relation to the various types of temporary employees performing USA work or the work of other participating unions, the parties may agree to do so using this JLMC.
- E. The policies and work of this Committee may be amended by mutual agreement of the parties.

Rationale

- In May 2023, the University of Massachusetts Amherst transitioned the UMass Advancement positions from public union jobs to private-sector positions. This privatization has since been deemed illegal by the Massachusetts Office of the State Auditor.
- During this process, management failed to adhere to Article 18 of the USA contract, raising significant concerns about their willingness to comply with contractual obligations in future privatization decisions.
- As a result, we propose that any form of privatization be recognized as a violation of the USA contract.
- This proposal is submitted as part of a coalition effort.