

University Counterproposal

September 1, 2026

Bargaining Unit Work (Staff)

1. The Employer retains the right to subcontract all or any portion of its operations without the requirement to bargain with the Union, except as outlined in this Article.

2. The Employer will provide at least thirty (30) ~~forty-five (45)~~ **sixty (60)** calendar days notice prior to the award of any **new** outside contract to perform current bargaining unit work (i) in excess of ~~\$25~~ **200,000**, or (ii) results in the layoff of **ten (10) or more employees**, unless it is impossible to do so, in which case the Employer will provide notification as soon as possible. The Employer will provide written notice of proposed subcontracting to the Union stating the length, purpose, rationale, and estimated cost of the project, as well as its anticipated effects on bargaining unit employees. The Employer will, upon request, bargain with the Union over the subcontracting, provided the contract value meets the threshold set forth in this paragraph. Bargaining over the proposed subcontracting shall be concluded within sixty (60) calendar days following the initial notice to the Union. Nothing herein shall prohibit the Employer from issuing an award of the contract after ~~30~~ **45** ~~60~~ calendar days following the notice to the Union.

~~1.3.~~ **3.** The Employer agrees not to contract out **current** bargaining unit work which would result in the layoff or prevent the recall of a laid-off employee except for legitimate operational reasons, including ~~but not limited to,~~ anticipated reasonable cost savings, anticipated improvements in the ~~improved~~ delivery of service, where subcontracting is necessary for continuity of services, **or for other legitimate operational reasons the Employer determines to cease performing work or services by University employees**. However, in the event of such subcontracting, no bargaining unit employee shall be laid off, transferred, reassigned or reduced in compensation as a result.

~~2.4.~~ **4.** The parties acknowledge that there is a historic practice of non-bargaining unit employees, including student workers, casual employees, **temporary employees**, graduate students, faculty, postdoctoral associates, and supervisory or managerial staff, performing work that is identical to or similar to work being performed by bargaining unit employees. The parties agree that this practice may continue.

The Union reserves the right to add to, delete from, or modify any proposal prior to final agreement. Any withdrawal of a proposal is without prejudice to the Union. Any tentative agreement reached between the parties shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

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