Below are the commonly-asked questions raised in the Webinar. In addition, there are a number of complex issues that generally require a fact-specific, case-by-case determination and do not lend themselves to a one-size fits all response.

We urge you to consult with your campus Labor Relations Manager if you have any questions regarding UC’s obligations under AFSCME’s Collective Bargaining Agreement Article 5 and Regents Policy 5402. If further guidance is needed, please send your inquiry to contractingout@ucop.edu

**AFSCME/Covered Service**

**Do you have a notice template?**
Check the Procurement Services website for forms and templates needed to comply with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5.

**How do we submit the required AFSCME notices?**
Send the draft notice along with a copy of the RFP or contract to your local Labor Relations team for review. Labor Relations will send the final version of the notice to AFSCME, and AFSCME’s response to the notice will go to Labor Relations.

**Some locations have in-house waste management, recycling, and composting services; other locations outsource the work. Will Article 5 apply for all of the waste management, recycling, and composting services?**
This is a complex issue and generally requires a fact-specific, case-by-case determination that does not lend itself to a one-size fits all response. Please consult with your campus Labor Relations Manager if you have any questions regarding our obligations under Article 5.

**Contracting for Covered Services**

**What about short term use for window cleaning, carpet cleaning, etc. that have a duration of no longer than 2 to 3 weeks annually?**
First check to see if UC employees can perform this work before contracting for covered services. This would fall under carve out number 4: Temporary or occasional services or services with an urgent timeframe. Carve outs 2 (employees capable of doing the work are not available in sufficient quantity or do not have the required expertise) and 5 (supplier will provide equipment, materials, facilities, or support services that the location cannot feasibly provide) may also apply. Document how you’ve tried to bring the service in-house, and document justification for using the carve out(s).

**Who makes the ultimate decision on whether a justification is sufficient?**
Each chancellor is ultimately responsible for decisions on whether or not justification is sufficient. In addition, local leadership such as Campus Procurement Officers, Health Supply Chain Directors, Campus/Health HR Officers, and local Legal teams are responsible for making sure covered service contracts comply with Article 5 and Regents Policy 5402. AFSCME can also respond to contract or RFP notices by providing alternatives to contracting out, and UC must consider pursuing those options. AFSCME can file an expedited grievance as well if the Union disagrees with UC’s justification for contracting for covered services. If the arbitrator determines that AFSCME has a valid grievance (the
contract for covered services is inappropriate), then UC will be required to immediately stop using the
supplier and break the contract.

What does it mean, "At a University location"? Does this mean that a contract for covered services is
okay if a contractor provides services to space that is rented by UC but not owned (Business Park,
etc.)?
University Location is any UC campus, medical center, or national lab, and Article 5 applies to all
University Locations. In addition, Article 5 applies to the properties UC has leased to or from a third
party or as part of a public private partnership (P3).

What is the campus to do when Catering events are so large where our normal infrastructure/staff
cannot simply support the requested service? How does the department get served when this occurs?
This is a complex issue and generally requires a fact-specific, case-by-case determination that does not
lend itself to a one-size fits all response. Please consult with your campus Labor Relations Manager if
you have any questions regarding our obligations under Article 5.

How do you amend a current multi-year contract when the counterparty is unwilling?
Please email contractingout@ucop.edu for assistance in working with suppliers who do not want to
amend existing contracts. The Contracting Out Implementation Guidance Committee (COIGC) will review
and respond with guidance or escalate as appropriate.

Once it is determined that contract is not AFSCME services - do you have to go back to AFSCME each
time contract is amended?
If the contract is not a covered service as per Article 5, then neither Article 5 nor the Regents Policy
apply and no notice to AFSCME is required. You do not need to notify ASFSCME about the amendment
unless a subsequent amendment to the contract adds covered services. By contrast, if an amendment to
the contract adds covered services and the contract is for $100,000 or more, then the notification would
go to AFSCME if the value of the contract or the covered service were amended. For example, if the
scope of work changed so that new covered services were added, then AFSCME would have to be
notified if the amended contract were for $100,000 or more.

When you include AFSCME titles and the wage & benefit parity rates in a RFP, would you include that
information for internal facing or external facing? Also, will there be a standard form to document this
information?
The wage and benefit parity appendix is designed to list the titles and parity rates that apply to a
contract, and it can be used to document this information for an RFP. Suppliers need to know what the
expected parity rates are so they can accurately calculate their costs when responding to the RFP.

In-sourcing

Has the list of contractors system-wide that was provided to AFSCME been provided to campuses?
The list of contracts that have been identified for in-sourcing has been provided to campuses. Check
with your local Labor Relations or Procurement team.
Real Estate

What if the off-campus building that is leased to a 3rd party who does support a UC mission?
This is a complex issue and generally requires a fact-specific, case-by-case determination that does not lend itself to a one-size fits all response. Please consult with your local Labor Relations Manager if you have any questions regarding UC’s obligations under Article 5.

Does Wage Parity apply to UC leases? If Wage Parity applies, does the lease have to be updated each year to reflect the new wage tables?
All agreements that include the Wage and Benefit Parity Appendix must be updated each year. This applies to leases as well. Please email contractingout@ucop.edu for questions about specific leases.

Leases are exempt only if property management services are tied to the lease, right?
This is a complex issue and generally requires a fact-specific, case-by-case determination that does not lend itself to a one-size fits all response. Please consult with your campus Labor Relations Manager if you have any questions regarding our obligations under Article 5.

What is the date by which a lease is considered an existing lease?
January 31, 2020. Please email contractingout@ucop.edu for guidance on what constitutes an existing lease.

What if the off-campus building that is leased to a 3rd party who does support a UC mission?
This is a complex issue and generally requires a fact-specific, case-by-case determination that does not lend itself to a one-size fits all response. Please consult with your campus Labor Relations Manager if you have any questions regarding our obligations under Article 5.

Would janitorial services in a leased suite used for a UC medical clinic be covered under Article 5 and Regents Policy 5402? It looks like it depends on the number of hours each custodial person worked in the past year.
Please email contractingout@ucop.edu for assistance with specific leases. The number of hours each custodial person works is not a factor in determining if a lease is subject to Article 5 and the Regents Policy. The number of hours worked only applies when determining if contract workers are eligible to be converted to UC career employee positions — either when in-sourcing covered services work or when qualified individuals (contract workers) wish to convert to a UC career employee position.

If we have lease agreements with private sector restaurants brands, such as Habit Burgers, Panda Express, Coffee Bean & Tea Leaf - are these considered “covered services”? Are we able to bring another brand to campus? We are talking to a local coffee brand in Riverside that we had hoped to bring to campus.
This is a complex issue and generally requires a fact-specific, case-by-case determination that does not lend itself to a one-size fits all response. Please consult with your campus Labor Relations Manager if you have any questions regarding our obligations under Article 5.
Implementation Guidelines Overview
Webinar Questions & Answers

Supplier Employee Conversion
If a service is performed by a team of employees, such as landscape maintenance, does the 1,000 hours per year apply to the team or per worker?
The 1,000 per 12 months applies to each individual contract worker. Each worker must work 1,000 hours over a rolling 12 months or 35% time over a rolling 36 months to become eligible to request conversion to a UC career employee position.

Wage & Benefit Parity
If the work is not done on the campus, but is completed elsewhere in the system, how do we look at wage parity for the equivalent step 1?
Use the wage and benefit parity rates for the nearest location. It is important to work with your local Labor Relations and Compensation teams to determine what the appropriate rate is.

If the contractor has benefits but no pension how is the composite rate calculated? If they have benefits and pension, is there still a minimum rate?
Work with your local Labor Relations and Compensation teams to determine what the wage and benefit parity rate would be if the supplier already provides some benefits to their employees.

Would wage parity also not apply if AFSCME Article 5 does not apply?
AFSCME Article 5 only applies to covered services, and that includes the requirement for wage and benefit parity. If the contract is not for a covered service, then no part of Article 5 or the Regents Policy applies.