

MODULE 10

CONTRACTING BARGAINING UNIT WORK

MODULE OBJECTIVE: TO PROVIDE THE STEP 2 DESIGNEE WITH THE BASIC INFORMATION TO DETERMINE IF BARGAINING UNIT WORK WAS PROPERLY CONTRACTED.

TIME: 60 MINUTES

1. Article 32A requires management to duly consider public interest, cost, efficiency, availability of equipment and employee qualifications.
2. Contract and national level arbitrations guarantee management the right to contract.
3. Article 3 also provides discretion to determine methods, means, personnel, efficient and economic operations.
4. The ASM 530, MS-1, BMC Staffing Guidelines, among others, recommend and sometimes require contracting.
5. Due consideration may be shown in many different ways. Consideration may be that they don't apply.
6. Consideration of cost does not require doing a written cost analysis, although most of our projects require either a JOE or DAR.
7. Offices are not staffed for major construction/renovation projects. There is a difference between Repair and Alteration projects and minor building adjustments. Handbook RE-13 and ASM.
8. Work in associate office versus maintenance capable Plant or BMC is different.
9. We should be able to provide copies of the contract, Davis-Bacon compliance documents, evidence of Article 32 considerations, maintenance staffing, employee availability, etc.
10. Clear differentiation between locally initiated contracts and headquarters/ECB initiated contracts must be made, along with direction for RFI submission. Where the decision to contract was made must be clearly stated and supported.
11. No disruption to mail processing.
12. Cost should include labor, purchasing, receiving, supervision, support, training, project design and development, the need for permits/licenses.
13. Preliminary notice to the union is not required but is very helpful in supporting the due consideration arguments. The union can not say they were unaware and it shows prior consideration of the craft.
14. Contracting cases can require extensive files, but they can also be expensive if not properly documented and we fail to argue all available points.

15. Due consideration does not mean that we have to be right as long as we are not arbitrary or capricious.
16. Economic advantage does not have to be the sole criteria, and does not always mean that the contractor is cheaper.



DOCUMENTATION CHECK LIST

CONTRACTING BARGAINING UNIT WORK

1. COPY OF ARTICLE 32 ANALYSIS OR OTHER EVIDENCE OF PRIOR CONSIDERATIONS TO CONTRACTING.
2. COPY OF THE CONTRACT, PS FORM 7381, INVOICE, BILL OR OTHER EVIDENCE OF THE COST OF THE CONTRACT AND MATERIALS.
3. STATEMENT OF THE SCOPE OF THE WORK.
4. OVERTIME RECORDS FOR THE PERIOD WHEN THE CONTRACTING OCCURRED.
5. POSITION DESCRIPTIONS AND QUALIFICATION STANDARDS FOR THE OCCUPATION GROUPS THE UNION CLAIMS COULD AND SHOULD HAVE DONE THE WORK.
6. IF AVAILABLE, ANY JUSTIFICATION OF EXPENSE ANALYSIS.
7. LIST OF OTHER CONCURRENT PROJECTS.
8. ASM, MS-1, MS-63, RE-13 REFERENCES.
9. LEAVE USAGE REPORTS FOR THE PERIOD WHEN THE CONTRACTING OCCURRED.
10. DAVIS-BACON COMPLIANCE INFORMATION.
11. STAFFING PACKAGE SECTION BUILDING SIDE OR EQUIPMENT SIDE.