



Anti-privatization and contracting out collective agreement language - NUPGE

**Selected collective agreement
articles from affiliates of the
National Union of Public and
General Employees (NUPGE) -
2008**



PROVINCIAL AGREEMENT
between
THE HEALTH SCIENCE PROFESSIONALS BARGAINING
ASSOCIATION
and
HEALTH EMPLOYERS ASSOCIATION of BRITISH COLUMBIA

http://www.hsabc.org/webuploads/files/member_services/collective_agreements/hsp/HSPBA_HEABC_Final_V9.pdf

14.04 Contracting Out

The employer will not contract out bargaining unit work that will result in the lay-off of employees.

This section does not apply to contracting out work for bona fide operational reasons to other health organizations covered by this collective agreement, provided that every reasonable effort is made to find alternate employment for any employee affected. This section does not prohibit contracting out of a new service or type of work notwithstanding that it may involve the lay-off of an employee who was hired specifically for that service or work (and who was so informed at the time of hiring). For purposes of this paragraph, a service or type of work ceases to be new after twelve (12) months.

There will be no expansion of contracting-in or contracting out of work within the bargaining units of the Unions as a result of the reduction in FTEs.



**GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
represented by the
BC PUBLIC SERVICE AGENCY
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)**

<http://www.bcgeu.bc.ca/files/FourteenthMasterAgreementFinal.pdf>

ARTICLE 24 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

**ARTICLE 36 - LIMITED EMPLOYMENT AND
PRIVATIZATION.....173**

36.2 Privatization

(a) Definitions - In Clause 36.2 of this article:

"Privatization" means a disposition of assets and/or arrangements for the delivery of services identified in a minute of the Executive Council as a privatization.

"Privatization Impact Review Committee" means a committee of three representatives of the Employer and three representatives of the Union that will meet within 10 calendar days of the announcement of a planned privatization.

"Private Employer" means an employer other than the Government of the Province of British Columbia.

(b) Privatization Impact Review Committee

(1) The Privatization Impact Review Committee will meet to examine a privatization or planned privatization. The Employer will inform the Privatization Impact Review Committee of the number and work locations of employees affected by a privatization or planned privatization.

(2) The Privatization Impact Review Committee will meet to review and examine a privatization or planned privatization.

(3) The Privatization Impact Review Committee will examine the privatization or planned privatization to determine the impact of the privatization upon the members of the bargaining unit.

(4) Within 14 days of meeting pursuant to (b)(2), members of the Privatization Impact Review Committee may make a written report to the Deputy Minister of the Ministry in which a privatization or planned privatization will occur regarding the impact of the privatization or planned privatization upon members of the bargaining unit and may make written recommendations intended to ameliorate the impact of privatization upon the members of the bargaining unit.

(c) Employee Options

(1) In the event that a privatization proceeds and the service and/or operation is privatized, employees who have been offered continued employment with the private employer will have the option of remaining employees of the Employer in accordance with this article, or becoming employees of the private employer.

(2) Regular employees affected by privatization who have not been offered continued employment with the private employer shall be placed in accordance with their service seniority in the following sequence:

(i) The employee shall select an available comparable vacancy or displacement in accordance with a) through h) below. The employee must possess the skill and ability to perform the job after a period of job orientation.

Vacancy/Displacement/Classification/Geographic Location (table)

In order to facilitate the administration of (i) above, an employee is required to immediately indicate if it is their intention to utilize the displacement/ bumping option. The displacement/bumping option shall be voluntary. Should an employee wish to displace/bump, the Employer will identify the least senior employees within the classification, Ministry, headquarters or geographic locations.

For purposes of this clause, a regular employee may only access (iv) a) below or displace another regular employee if the displacing employee has three or more years of service seniority and the employee being displaced has less than three years of service seniority.

(ii) If an employee cannot be placed in accordance with (i) above, they may select an available comparable vacancy which they will be able to perform with a period of training and familiarization. Where an employee is being placed in such a position, the Joint Committee may also consider other training where it is complementary to current in-service training.

(iii) The Joint Committee under Clause 36.3 of this article shall provide for continuing consultation and cooperation between the Parties and shall assist with the placement of employees.

(iv) If the employee is not placed under (i), (ii) or (iii) above the employee may select either:

a) temporary assignment to a job within the geographic limitations developed by the Joint Committee for a period of six months. In such circumstances the employee's rate of pay shall be maintained and any negotiated increases shall apply for the period of the temporary assignment, or;

b) severance pay based upon three weeks' current salary for each year (1827 hours at straight time rate) of regular service seniority to a maximum of 12 months' current salary.

c) an employee may choose to take the options available to employees as outlined in Clause 13.3.

d) job offers pursuant to (i) above:

- If an employee refuses one job offer in the same classification and the same geographic location, they will be deemed to have resigned but may, if eligible, claim early retirement.
- If an employee refuses one job offer in a different classification in the same geographic location, and with a salary or maximum step pay range the same as their existing position, they shall claim early retirement or severance pay as outlined in (b) above.
- If an employee refuses a maximum of two job offers in a different geographic location or with a salary or maximum step pay range comparable to their existing position they shall claim early retirement or severance pay as outlined in (b) above.

e) An employee who fails to select an available comparable vacancy or displacement, or fails to elect between early retirement or severance pay shall be paid severance pay as outlined in this article.

(v) Upon the expiry of the six month period referred to in (iv) a) above, the Joint Committee may require placement of the employee in an available comparable vacancy. If the employee refuses placement under this provision, they shall be deemed to have resigned their employment and shall accept severance pay.

(vi) An employee who is placed, refuses placement or is displaced shall not be considered to be laid off under this agreement, however regular employees displaced may exercise rights pursuant to Clause 13.2.

(3) Regular employees affected by privatization who have been offered continued employment with the private employer but who elect to remain as employees of the Employer shall be placed in vacancies in accordance with their service seniority as follows:

(i) the employee shall follow the procedures in (2)(i), (ii) and (iii) above.

(ii) upon the expiry of the six month period referred to in (2)(iv) a) above, the Joint Committee may require placement of the employee in an available comparable vacancy. If the employee refuses placement under this provision, they shall be deemed to have resigned their employment.

(iii) an employee who is deemed to have resigned under (ii) above shall not be considered to be laid off under this Agreement.

(4)

(i) A regular employee who continues employment with a private employer may, within 24 months of leaving employment with the Employer, apply for job vacancies with the Employer and, for the purpose of such application only, their employment with the Employer will be deemed to have continued uninterrupted.

(ii) If, within a three-year period after a service or operation is privatized, the private Employer providing such service or operation ceases such operation, then the Employer shall ensure that the privatized employee's employment is maintained.

(iii) In the event that the first contract with the private Employer is not renewed, then employees who had accepted continued employment shall have the right to bid back to vacancies with the Employer for the next ensuing 12 months.

(5) In this article "comparable" includes a job with a salary range not more than four grid levels below the employee's original classification.

(6) Where a privatization occurs, the Employer shall maintain funds sufficient to satisfy an amount equivalent to severance pay existing at the date of privatization which will be payable upon the occurrence of circumstances referred to in (4)(ii) or (iii), in an escrowed account.

(7) Where an auxiliary employee either is not offered employment with a private Employer or elects to remain an employee of the Employer, the Joint Committee shall have the authority to place the auxiliary employee in

such manner as it deems fit in accordance with the principles of this article.

36.3 Referral of Disputes

(a) A Joint Committee shall be constituted to hear and determine any dispute between the Parties over the application, interpretation, operation or alleged violation of this article.

(b) The Joint Committee shall consist of five representatives, two appointed by the Union, two appointed by the Employer, and a chairperson. The chairperson shall be appointed jointly by the Parties.

(c) The Joint Committee shall not have the authority to amend, modify, or otherwise alter this article or the Master Agreement.

(d) If the Joint Committee is unable to resolve any disputes over the interpretation, application, operation or alleged violation of this article, and any dispute related to the placement of employees under Clause 36.2 of this article, the chairperson of the Committee shall, at the request of either Party, sit as an arbitrator over all disputes pertaining to this article.

(e) The Joint Committee shall have the authority, in such circumstances as they deem appropriate, to:

(1) relieve against the limitations contained in Clause 36.2(c)(2)(iv), and

(2) define "comparable" for the purposes of Clause 36.2(c)(2) as follows: "comparable" includes a job with a salary range not more than four grid levels below or one grid level above the employee's original classification. Where this definition is used, an employee shall not utilize the displacement/bumping options of Clause 36.2(c)(2) to obtain a promotion.



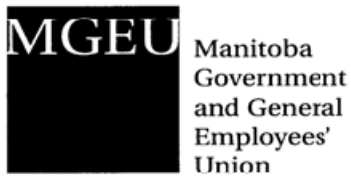
**HBA SERVICES
AND
THE HEALTH SCIENCES ASSOCIATION OF ALBERTA
(PARAMEDICAL PROFESSIONAL/TECHNICAL EMPLOYEES)**

http://www.hsaa.ca/agreements_bargaining/phaa.pdf

Article 32: Contracting Out

32.01 Where the Employer finds it becomes necessary to transfer, assign, sub-contract or contract out any work or functions performed by regular employees covered by this Collective Agreement, the Employer shall notify the Association two (2) months in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected employees.





MANITOBA GOVERNMENT EMPLOYEES' MASTER AGREEMENT
Between
PROVINCE OF MANITOBA
And
THE MANITOBA GOVERNMENT AND GENERAL EMPLOYEES'
UNION

http://www.mgeu.mb.ca/files/File/final_gema_2006_screen.pdf

CONTRACTING OUT

19:01 Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the government will provide the Union with four (4) months' notice.

19:02 During the notice period, the Joint Labour Management Consultation Committee in the department shall meet to discuss the reasons and possible alternatives to the proposed contracting out as well as to facilitate potential retraining and/or redeployment opportunities.

19:03 Where the contracting out initiative affects more than one department, a central Labour Management Consultation Committee will be created with representatives of departments affected, the Labour Relations Division and the Union.

19:04 At the request of either party, the matter shall be discussed at Joint Council.





**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(Hereinafter referred to as the “Union”)
and
THE CROWN IN RIGHT OF ONTARIO**

<http://www.opseu.org/ops/collective/CentralAgreement2006.pdf>

ARTICLE 19 - MULTIPLE LAY-OFFS

19.1 Where a reorganization, closure, transfer, or the divestment, relocation or contracting-out of an operation in whole or in part will result in fifty (50) or more surplus employees in a ministry,

- (a) affected employees shall receive six (6) months notice of lay-off or pay in lieu thereof as provided in Article 20A.2 or Article 20B.2 (Notice and Pay in Lieu), and
- (b) the President of the Union shall be notified of the reorganization, closure, transfer, or the divestment, relocation or contracting-out prior to notification to affected employees, and
- (c) the Joint Employment Stability Subcommittee (JESS) shall consult on issues related to lay-off, displacement and recall.

ARTICLE 20A and 20B describe detailed measures for Employment Stability (~30 pgs)





CIVIL SERVICE MASTER AGREEMENT

between

**Her Majesty the Queen in Right of the Province of Nova Scotia
represented by the Public Service Commission**

and

Nova Scotia Government & General Employees Union

http://action.web.ca/home/nsgeu/attach/Civil_Service_Master_Agreement_exp_Mar_31_20071.pdf

34.06 Layoff

(a) An employee(s) may be laid off because of technological change, shortage of work or funds, discontinuance of a function or the reorganization of a function, or due to contracting out.

34.23 Contracting Out

(a) The Employer will make reasonable efforts, where work is contracted out, to obtain jobs with the contractor for employees whose work is to be contracted out.

The Employer will have made reasonable efforts where the Employer has:

(1) consulted with the Union at least three (3) months before the proposed date of implementation of the contracting out to discuss placement options within the civil service for employees whose work is to be contracted out;

(2) included the plans and capacity of bidders for the hiring of employees whose work is to be contracted out, and the intended salary and benefits levels, as criteria in the tendering process to be applied in the evaluation of bids;

(3) consulted with the Union to give the Union an opportunity to put forward its views on how the Employer can try to obtain job opportunities for employees with the contractor;

(4) met with the successful bidder and sought to make it a term of the contract that the contractor must:

(i) interview employees for available job opportunities with the contractor to perform the contracted out work;

(ii) where hiring to perform the contracted out work is subject to appropriate skills testing, offer to test employees;

(iii) extend job offers to employees who are qualified for available job opportunities with the contractor to perform the contracted out work; and

(iv) where there are more qualified employees than the contractor has opportunities due to the contracted out work, extend job offers on the basis of seniority.

(b) If, despite the good faith efforts of the Employer, the Employer has been unable to reach agreement on the above with the contractor, the Employer can still proceed with the contracting out with the contractor.

(c) Employees who accept job offers with the contractor will be deemed to have resigned their employment with the Employer. Such employees, who subsequently are terminated or who resign employment with the contractor, within twelve (12) months of the commencement of their employment with the contractor shall, on application to the Employer and subject to verification of their employment status with the contractor, be placed on the recall list for a twelve (12) month period. Employees placed on the recall list pursuant to this Article shall have seniority re-instated and be otherwise treated as though there had been no employment break. For greater clarity such employees shall be eligible for a severance payment if they resign or if they are not recalled to employment during the twelve (12) month recall period. Employees whose work is contracted out and do not receive a job offer from the contractor or who turn down a job offer will be treated in accordance with the Collective Agreement.

(d) In the event of a devolution of bargaining unit work to an employer in the broader public sector of Province that would be considered a sale, lease, transfer, annexation or amalgamation under the *Trade Union Act*, the Employer will make reasonable efforts to accomplish the devolution as if Section 31 of the *Trade Union Act* were applicable. Where compliance with Section 31 is not accomplished, the Employer will make reasonable efforts to obtain job offers with the new employer for employees whose work is devolved, in accordance with subsection 34.23(a)(1), (3), and (4).

NAPENewfoundland and Labrador
Association of Public and Private Employees**GENERAL SERVICE COLLECTIVE AGREEMENT
BETWEEN****Her Majesty the Queen
in Right of Newfoundland
C. A. Pippy Park Commission
Municipal Assessment Agency****AND****The Newfoundland and Labrador Association of Public & Private
Employees**

http://www.nape.nf.ca/publications/contracts/contract_6.pdf

ARTICLE 45 - CONTRACTING OUT

45.01 The Employer shall continue present practice of providing continued employment for employees who would otherwise become redundant where the work is contracted out and the Employer will endeavour to maintain the existing benefits applicable to such employees.

45.02 The Employer will give the Union two (2) months' notice of its intention to contract out work.

