



Anti-privatization and contracting out collective agreement language - SGEU

December, 2008

Contracting out Language

Public Service Sector

Public Service/General Employees (to September 30, 2009)

Article 19 Employment Security

C) On Contracting Out

1. It is not the intention of the Employer to enter into new contracting out of work arrangements that directly result in the loss of any Permanent employee's employment during the term of the Collective Agreement. However, if it becomes necessary to contract out, the following principles will apply:
 - i) the Employer will endeavour to avoid contracting out work that can be done by employees of the government in an effective, efficient manner within the public policy framework and meeting the operational time constraints of the work. The Employer is prepared to receive submissions from the UMC and the Union in this regard;
 - ii) the Union and the department Union/Management Committee (UMC) will be provided with as much notice as possible, with a minimum of thirty (30) calendar days notice and an opportunity to discuss any planned intent to contract out;
 - iii) all contracting out arrangements will be reviewed by the UMC on their expiry to determine the economic feasibility of reducing contracting out;
 - iv) in reviewing new and existing contracting out, where it may be feasible that the work can be performed by government employees, the parties agree to work together towards accomplishing this goal;
 - v) when contracting out of bargaining unit work is done, the Employer will ensure no Permanent employee will lose employment as a direct result of contracting out;

- vi) employees affected will have access to lay-off provisions of the Collective Agreement;
 - vii) employees on recall as a result of contracting out will have their names maintained on the re-employment list for three (3) years;
 - viii) existing historical employment practices related to contracting work out will not be restricted by this provision;
 - ix) the Union is prepared to examine ways to deal with barriers that cause the Employer to contract out work due to a lack of flexibility. The parties will work together to keep this work within the bargaining unit;
 - x) the parties agree to examine training opportunities to avoid long term contracting out situations.
2. The contracting out provisions will expire on **September 30, 2009**.

Crown Sector

Information Services Corporation (To September 30, 2009)

Article 19 Employment Security

19.4 Contracting Out

If it becomes necessary to contract out during the term of the collective agreement and where it directly results in the loss of any permanent employee's employment the following principles shall apply:

- a) The union shall be provided with as much notice as possible, with a minimum of 60 calendar days, and an opportunity to discuss any intent to contract out.
- b) Any information provided to potential vendors in a request for proposals process will be provided concurrently, on a confidential basis, to the union.
- c) The employer will receive any submissions from the union within 15 calendar days from the date of notice in a), that present viable economic alternatives to contracting out.
- d) Employees affected shall have access to the lay-off and career assistance options in the collective agreement.

Saskatchewan Arts Board (To September 30, 2009)

Article 8 Job Abolition and Lay-off

8.05 On Contracting Out

It is not the intention of the Employer to contract out work that can be done by employees of the Board. However, if it becomes necessary to contract out, the following principles will apply:

1. The Employer will provide as much notice as possible, with a minimum of thirty calendar days notice to the Union and will negotiate any planned intent to contract out.
2. All contracting out arrangements will be reviewed by the Union and the Employer on their expiry to determine the economic feasibility of reducing contracting out.

3. In reviewing new or existing contracting out, where it may be feasible that the work can be preformed by employees, the parties agree to work together towards accomplishing this goal.
4. The parties agree to examine training opportunities to avoid contracting out situations.

South Saskatchewan River Irrigation District No. 1 Inc. (To 2006)

Article 3 Union Security

3.04 Job Security

- 3.04.1 The Employer and the Union recognize the need for employee job security. The following item addresses those concerns:

The Employer agrees that the full-time positions (excludes part-time Area Supervisor) of the present staff, covered under the SGEU Agreement, shall not be contracted out. The Employer retains the right to contract for services of outside sources for all other District activities.

Saskatchewan Tourism Authority (To 2009)

Article 3 Union Security

3.03 Contracting Out

While it is not the intent of the Employer to enter into contracting out of work arrangements at Tourism Authority, if such work arrangements are being considered, the Employer will meet with the Union and discuss the intent to contract out the work. Any contracting out arrangements will not exceed 90 days duration.

Education Sector

Northlands College (To August 31, 2009)

Article 3 Union Security

3.7 Contracting Out

It is not the intention of the employer to enter into the contracting out of existing work arrangements that directly result in the loss of any employee's employment. If the College determines that it is necessary to contract out any new work arrangements that potentially involve the loss of employment for employees, the College will so advise the Union in writing.

1. giving as much notice as possible, but at least thirty (30) days; and
2. allowing at this stage the Union to enter into discussions with the Employer regarding the planned contracting out.

If no reasonable alternative to contracting out is found, the Employer will endeavour to use the services of other unionized agencies.

As a courtesy, the Employer will notify the Union of any and all other instances of contracting out, even where these do not result in the loss of employment for employees.

3.7.1 **Whenever possible, Northlands College will utilize Northlands employees to deliver programs brokered from other institutes.**

SIASST Administrative Support Unit (To June 30, 2009)

Article 3 Union Security

3.10 Contracting Out

It is not the intention of the employer to enter into new contracting out of work arrangements that directly result in the loss of any permanent employee's employment during the term of the collective agreement. However, if it becomes necessary to contract out, the following principles will apply:

- The union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days' notice and an opportunity to discuss any intent to contract out
- When contracting out of bargaining unit work is done, the employer will ensure no permanent employees with three (3) or more years of seniority will lose employment as a direct result of contracting out.
- Employees affected will have access to lay-off provisions of the collective agreement.
- Employees on recall as a result of contracting out will have their names maintained on the re-employment list for three (3) years.
- Existing historical employment practices related to contracting work out will not be restricted by this provision.
- All contracting out arrangements will be reviewed on their expiry to determine the economic feasibility of reducing contracting out.
- The employer is prepared to receive submissions from employees and the Union that would avoid contracting out or present a viable or economic alternative to contracting out.

SIAST Academic Unit (To June 30, 2009)

Same as the Administrative Support Unit.

Health Sector

Cancer Agency (To December 31, 2009)

Article 24 - General Provisions

24.02 Employment Security

On Contracting Out

It is not the intention of the Employer to enter into new contracting out of work arrangements that directly result in the loss of any permanent employee's employment during the term of the collective agreement. However, if it becomes necessary to contract out, the following principles will apply:

- The Employer will endeavour to avoid contracting out work that can be done by employees of the Agency in an effective, efficient manner within the operational time constraints of the work. The Employer is prepared to receive submissions from the Joint Union/Management Committee and the Union in this regard.
- The Union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days notice and an opportunity to discuss any planned intent to contract out.
- In reviewing new and existing contracting out, where it may be feasible that the work can be performed by Agency employees, the parties agree to work together towards accomplishing this goal.
- When contracting out bargaining unit work, the Employer will ensure no permanent employee will lose employment as a direct result of contracting out.
- Employees affected will have access to lay-off provisions of the collective agreement.
- Employees on recall as a result of contracting out will have their names maintained on the re-employment list for three (3) years.
- Existing historical employment practices related to contracting work out will not be restricted by this provision.
- The Union is prepared to examine ways to deal with barriers that cause the Employer to contract out work due to a lack of flexibility. The parties will work together to keep this work within the Saskatchewan Cancer Agency and SGEU agreement.
- The parties agree to examine training opportunities to avoid long term contracting out situations.

Health Provider Group (To March 31, 2008)

**Letter of Understanding - #1
between
Saskatchewan Association of Health Organizations
and
The Saskatchewan Government and General Employees Union**

Re: Employment Security

.....On Contracting Out:

It is not the intention of the Employer to enter into new contracting out of work arrangements that directly result in the loss of any full-time or OTFT part-time or OTFT Home Care Employee's employment during the term of the collective agreement. However, if it becomes necessary to contract out, the following principles will apply:

- The Employer will endeavor to avoid contracting out work that can be done by Employees of the Health District in an effective, efficient manner within the operational time constraints of the work. The Employer is prepared to receive submissions from the Local Union in this regard.
- The Local Union will be provided with as much notice as possible, with a minimum of thirty (30) calendar days notice and an opportunity to discuss any planned intent to contract out except in emergent circumstances.
- Existing historical employment practices related to contracting work out will not be restricted by this provision, however, in reviewing new and existing contracting out, where it may be feasible that the work can be performed by Health Region Employees, the parties agree to work together in accomplishing this goal.
- When contracting out bargaining unit work, the Employer will endeavor to ensure no full-time or OTFT part-time or OTFT Home Care Employee will lose employment as a direct result of contracting out.
- Employees affected will have access to lay-off provisions of the collective agreement.
- Employees on recall as a result of contracting out will have their names maintained on the re-employment list for three (3) years.
- The Local Union is prepared to examine ways to deal with barriers that cause the Employer to contract out work due to a lack of flexibility. The parties will work together to keep this work within the Health Region and the SAHO/SGEU Collective Agreement.
- The Parties agree to examine training opportunities to avoid long term contracting out situations.

J T Ambulance Service, Inc. (To March 31, 2007)**Article 5 - Union Security****5.4 Work of the Bargaining Unit**

Except in the cases mutually agreed upon (as in Article 3.01) persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit.

Community Services Sector

Big Sisters Association of Saskatoon (To March 31, 2006)

Article 3 Union Security

3.03 No Contracting Out

The Employer agrees that all work performed by case workers and office staff shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employee, unless the Employer provides, at least, ninety (90) days, written notice, to the Union.

Cathedral Daycare Cooperative (To March 31, 2007)

Article 5 Union Security

5.03 No Contracting Out

The employer agrees that all work or services performed by the employer shall not be contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non unit employees, except where mutually agreed by the parties.

Citizens All Association (To 2002)

Article 5 – Union Security

5.04 No Contracting Out

The employer agrees that no work presently performed by employees in the bargaining unit will be transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-unit employees, except where mutually agreed between the parties. Work of a short-term nature (e.g., accounting, property maintenance) would be excluded from the application of this Article.

CMHA (To March 31, 2002)

Article 4 Union Security

4.03 No Contracting Out

Nothing in this Agreement shall prevent the Employer from contracting out work from time to time as it shall be deemed necessary, provided that the Employer shall not contract out work ordinarily performed by members of the bargaining unit.

Cornwall Alternative School Inc. (To Jan. 31, 2009)

Article 4 Union Security

4.02 No Contracting Out

The employer agrees that all work or services performed by the employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non unit employees, except where mutually agreed by the parties.

Early Childhood Intervention Program, Regina Region Inc. (To March 31, 2008)

Article 4 Union Security

4.06 No Contracting Out

The Employer agrees that all existing work or services performed by the bargaining unit shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employee, except where mutually agreed by the parties.

Elizabeth Fry Society of Saskatchewan Inc. (To March 31, 2007)

Article 3 Union Security

3.04 No Contracting Out

The Employer agrees that all work or services performed by the Employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employee, except where mutually agreed, in writing, by the parties. Membership in the Union, payment of dues and coverage under the Collective Agreement will be negotiated prior to the commencement of work.

John Howard Society Of Saskatchewan (To March 31, 2007)

Article 3 Union Security

3.03 No Contracting Out

- a) The Employer agrees that all work or services performed by the bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit employees, except where mutually agreed by the parties.

Mobile Crisis Services Inc., (To March 31, 2008)

Article 3 Union Security

3.04 No Contracting Out

- (a) The Employer agrees that all work or services performed by the Employer shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non unit employee, except where mutually agreed by the parties.
- (b) The Employer agrees that no special projects (research, planning and evaluation) will take away from work or services performed by the employees and will not be subcontracted, transferred, leased, assigned, or conveyed, in whole and in part to any other person, company or non-union employee except where mutually agreed by the parties.
- (c) The Union agrees that janitorial services and telephone answering services may be contracted out.

Moose Jaw Diversified Services for the Handicapped Inc. (To March 31, 2007)

Article 5 Union Security

5.03 No Contracting Out

The employer agrees that all work or services performed by the employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non unit employees, except where mutually agreed by the parties. Any work mutually agreed to be assigned to an outside source shall have, as a condition, the provisions of this Agreement applied to the work force involved, subject to Art. 3.01.

Moose Jaw Women's Transition Association Inc. (To March 31, 2007)

Article 4 Union Security

4.04 No Contracting Out

The Employer agrees that all work or services ordinarily performed by the Bargaining Unit for the Employer shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company or non-unit employee, except where mutually agreed by the parties.

The Prince Albert Mobile Crisis Unit Co-operative Ltd. (To March 31, 2003)

Article 3 Union Security

3.04 No Contracting Out

The Employer agrees that special projects (research, planning and evaluation) which take away from work or services performed by the employees will not be subtracted, transferred, leased, assigned or conveyed, in whole or in part to any other person, company, or non- union employee, except where mutually agreed by the parties.

Rainbow Youth Centre (To March 31, 2008)

Article 4 Union Security

4.03 No Contracting Out

The employer agrees that all work or services performed by the employer shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non unit employees, except where mutually agreed by the parties.

Regina Native Youth and Community Services (To March 31, 2008)

Article 4 Union Security

4.07 No Contracting Out

The employer agrees that all work or services performed by the employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non unit employees, except where mutually agreed by the parties. Any work mutually agreed to be assigned to an outside source shall have as a condition, the provisions of this Agreement applied to the work force involved.

REGINA TRANSITION WOMEN'S SOCIETY (To March 31, 2008)

Article 4 Union Security

4.03 No Contracting Out

The employer agrees that all work or services performed by the employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company,

or non bargaining unit employees, except where mutually agreed by the parties.

Rural Municipality of Paddockwood (To November 30, 2005)

Letter of Understanding #3

Contracting Out

The employer will not be prohibited from contracting out work except where the Rural Municipal intends to contract out any grading or backhoe work, the Rural Municipality will not contract out if it results in the lay-off or loss of hours of a qualified employee unless there is a lack of skill, materials or equipment.

Thunder Creek Rehabilitation Association, Inc. (To March 31, 2008)

Article 4 Union Security

4.03 No Contracting Out

The Employer agrees that all work or services performed by the employees shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employees, except where mutually agreed by the parties. Any work mutually agreed to be assigned to an outside source shall have, as a condition, the provisions of this Agreement applied to the workforce involved.

Victoria Care Homes (To March 31, 2008)

Article 4 Union Security

4.13 No Contracting Out

The Employer agrees that all existing work or services performed by the bargaining unit shall not be subtracted, transferred, leased, assigned or conveyed in whole or in part, to any other person, company, except where mutually agreed by the parties. Existing historical employment practices related to contracting work out, will not be restricted by this provision.