

Job Security, Anti-privatization, and Contracting Out Collective Agreement Language:

- 1. THE CROWN IN RIGHT OF ALBERTA (The Employer) - and - THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (The Union)**

https://www.aupe.org/sites/default/files/2019-09/2018-11-04_to_2020-03-31_Master_00044861-2x0.PDF

Letter of Understanding # 17 Employment Security

Master Agreement Between the Government of the Province of Alberta and the Alberta Union of Provincial Employees

The Parties share an interest in ensuring quality public services for Albertans. This letter of understanding shall provide Employment Security for Permanent Bargaining Unit Employees who deliver and support those services for the term identified herein.

The provisions of Article 12 Layoff and Recall and Article 15 Position Abolishment will be suspended for Permanent Bargaining Unit Employees and be replaced by the provisions contained below for the term of this letter of understanding.

Where the Employer determines that organizational restructuring is required that may impact encumbered positions in the Bargaining Unit, the Parties agree:

1. There will be no involuntary loss of employment for Permanent Bargaining Unit Employees, as a result of organizational restructuring.

2. To achieve the preceding, the Parties recognize that:

- (i) adjustments in the workforce may occur through attrition and redeployment,

- (ii) all retention options will be explored, and

- (iii) Employees will "remain whole", and where an Employee is faced with an involuntary reduction to pay or Permanent position status (Full-time or Part-time) any shortfalls will be remedied.

The provisions agreed to in this letter of understanding shall have effect on the date of ratification of the collective agreement and shall remain in effect until March 30, 2020.

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

a. Ambulance Paramedics & Ambulance Dispatchers

http://www.heabc.bc.ca/public/CAs/APAD/2014-19_APAD_CA.PDF

7 CONTRACTING OUT

7.01 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, or the reduction in classification of such employees.

b. Nurses

<http://www.heabc.bc.ca/public/CAs/NBA/NBA2019-2022CA.pdf>

6.02 Contracting Out

The Health and Social Services Delivery Improvement Act impact this article. The Employer agrees not to contract out bargaining unit work to any outside agency or individual that will result in the lay-off of employees within the bargaining unit. (See Appendix CC).

**APPENDIX CC AGREEMENT BETWEEN THE PARTIES
CONTRACTING OUT**

Notwithstanding Article 6.02 the Employer may contract out non-clinical services, including when such contracting out results in the layoff of employees.

The parties agree that the language of this Memorandum of Agreement does not in any way vary the meaning of “non-clinical services” as defined in the current Health and Social Services Delivery Improvement Act and the Health Sector Labour Adjustment Regulation.

As a matter of clarification, this Memorandum of Agreement continues in force and effect until such time as the parties negotiate changes to it.

3. 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://former.bcgeu.ca/sites/default/files/page/attachments/17th%20psa%20dec%202015.pdf>

ARTICLE 24 - 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

36.2 Privatization

(a) Definitions - in Clause 36.2 of this article: (a)"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
a)	Vacancy	same	same
b)	Vacancy	comparable	same
c)	Displace	same	same
d)	Displace	comparable	same
e)	Vacancy	same	other
f)	Vacancy	comparable	other
g)	Displace	same	other
h)	Displace	comparable	other

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 and 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, and 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 should 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 parties shall appoint the Chairperson jointly.
- (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.

4. Alberta Public Laboratories AND THE HEALTH SCIENCES ASSOCIATION OF ALBERTA (PARAMEDICAL PROFESSIONAL/TECHNICAL EMPLOYEES) HSAA

<https://www.hsa.ca/wp-content/uploads/2020/01/DRAFT-APL-HSAA-Technical-Collective-Agreement.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 Union sixty (60) calendar days in advance of such change, and will meet and discuss reasonable measures to protect the interests of affected employees

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

https://www.gov.mb.ca/csc/labour/pubs/pdf/agreements/master_agree_14_19.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.

6. THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION (Hereinafter referred to as the "Union") and THE CROWN IN RIGHT OF ONTARIO

https://opseu.org/wp-content/uploads/2016/06/2015-2017_opseu_central_unified_agreement_-_final.pdf

ARTICLE 19 – MULTIPLE LAY-OFFS (FPT, RPT)

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 thirty (30) 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 20.2 (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 Ministry Employee Relations Committee (MERC) shall consult on issues related to lay-off, displacement and recall.

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

<https://nsgeu.ca/filemanager/Agreements/CivilService.pdf>

37.23 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 has 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 the 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 37.23(a)(1), (3), and (4).