

OUR BEST LINE OF DEFENCE

**TAKING ON PRIVATIZATION
AT THE BARGAINING TABLE**

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OUR BEST LINE OF DEFENCE: TAKING ON PRIVATIZATION AT THE BARGAINING TABLE

CONTENTS

Introduction	1
Getting ahead of privatization: notice, disclosure and consultation	3
Preventing privatization: language on contracting-out	8
Reversing privatization: contracting in language	18
Protecting benefits from privatization or delisting	22
Conclusion	25



INTRODUCTION

For decades, corporations and some governments have pressured public sector employers to privatize services through contracting-out, public-private partnerships (P3s), competitive bidding, or all-out selloffs.

Privatizing jobs and services hurts members and the community, as workers' living standards decline and well-paying jobs disappear. Our first line of defence against privatization is our union contract, negotiated through collective bargaining. Negotiations to stop privatization typically involve language about contracting-out and contracting in. These articles are a cornerstone of union and job security in a collective agreement.

Employers often target contract language that's a barrier to privatization, in a short-sighted pursuit of false savings. With each round of bargaining, locals must be ready to mobilize to defend and improve this language. It's equally important to negotiate pro-active language that anticipates new forms of privatization (like P3s or 'Alternative Service Delivery'), and to table contracting in provisions.

This guide gives an overview of the privatization, contracting-out and contracting in issues CUPE locals face – along with sample collective agreement language for local bargaining committees, bargaining councils and staff representatives. For collective bargaining courses and resources to take on privatization, contact CUPE's union education staff in your area, and check out www.cupe.ca.

There are four major areas to look at when drafting and reviewing collective agreement language:

1. Getting ahead of privatization: notice, disclosure and consultation
2. Preventing privatization: language on contracting-out
3. Reversing privatization: contracting in language
4. Protecting benefits from privatization or delisting

Each section of this guide includes a brief overview and a list of issues for negotiations, as well as sample CUPE collective agreement language from a variety of sectors and regions.

Articles dealing with contracting-out are strongest when they are clauses within the body of the collective agreement, as they roll over into future agreements unless they are changed during bargaining.

Letters of intent can be useful when dealing with a particular or one-time event like contracting back in a specific service, shift or classification. Letters of intent covering a new practice or procedure (such as disclosure and meetings regarding privatization issues) can also be useful as a trial basis for the duration of the collective agreement. Letters of intent can be reviewed for renewal in a subsequent round of bargaining for their effectiveness, fine tuned and brought into the body of the collective agreement.

Note regarding translation: This document is available in both English and French versions. The narrative sections have been translated. However, to ensure authenticity as much as possible, the collective agreement articles included in the English document are taken from English language agreements and the French document contains articles taken from French language collective agreements except for section 4 where the collective agreement language has been translated from the English.



GETTING AHEAD OF PRIVATIZATION: NOTICE, DISCLOSURE AND CONSULTATION

Locals are best prepared to defend public services when they bargain and enforce contract language that gives the union warning about any employer plans to privatize. With plenty of notice, locals can build a case showing the employer why services should stay in house. A lengthy notice period also helps the union and community organize to challenge any privatization. The longer the notice period the longer a local has to conduct corporate research, build coalitions, lobby and make presentations – all part of a winning campaign to keep services public.

Provisions dealing with notice and disclosure are ideally included in clauses covering job security or contracting-out. They can also be negotiated as a letter of intent or memorandum of understanding that is appended to the collective agreement.

Contract language covering notice of privatization plans and disclosure of information can include:

- All information about a service members currently provide that is under review for potential privatization.
- All information about a new service or facility that would normally be included in the range of services provided by the organization (e.g. municipality, school board or hospital) and by CUPE members.
- An obligation for the employer to consult with the union and fully consider options other than privatization through contracting-out, P3s or alternative service delivery.
- Disclosure of all existing contracts for work that could be covered under the local's collective agreement. This should include information about the contractor, the length and cost of the contract, as well as the cost of negotiating and supervising the contract.

SAMPLE LANGUAGE – NOTICE AND DISCLOSURE TO THE UNION

MUNICIPAL SECTOR

CUPE 1839, Town of Bonavista – NL 2007-2010

- 26.01 Contracting-out
- (a) The Employer will give the Union at least three (3) months notice of its intention to contract out any work or service normally performed by members of the bargaining unit.
 - (b) If at any time the potential for contracting-out arises the Employer agrees to a three (3) month period of notification to actively explore through discussion with the bargaining unit, the options available to forego such a need to contract out such work.

CUPE 108-01, Halifax Regional Municipality – NS 2004-2008

- 17.03 In order to provide job security for the members of the bargaining unit, the Employer agrees to provide the Union with reasons and with a minimum of thirty (30) days' notice prior to contracting-out work or services performed by members of the bargaining unit if such contracting-out will cause the lay off or termination of permanent, full-time employees.

CUPE 416, City of Toronto – ON 2005-2008

- 28.01 (b) The City agrees to notify the Union in writing three (3) months in advance of any additional contracting-out of work, other than work that is presently contracted out.
- (c) The City will convene a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the work. The City will make

available to the Union an outline of the type of work in question, and the reasons for the contracting-out.

The City will also provide information with respect to the cost, and other pertinent information which would allow the Union to make a complete submission to the appropriate Division Head and to the appropriate Committee of Council. The Union shall make such submissions within forty-five (45) days of the delivery of the City's information.

CUPE 109, City of Kingston – ON 2008-2010

Memorandum of understanding

The Employer and the Union agree to the following:

1. Except in case of an emergency, the Employer agrees to notify the Union in writing ninety (90) calendar days in advance of any additional contracting-out of work normally performed by the Employees of the Bargaining Unit other than Work that is presently contracted out.
2. The Employer shall set up a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the Work. At that meeting, the Employer shall identify the Work to be contracted out and the reasons that have led to the decision to recommend the contracting-out of the Work.
3. During the meeting, the Employer agrees to provide all information to the Union including costs, and any other relevant information. The Union acknowledges that information provided by the Employer may be confidential and the Union agrees that it will maintain the confidentiality of that information and not disclose it to any person other than a member of the Union Executive. Following receipt of the information, the Union may make a submission or provide comments on the Employer's plan to the appropriate Commissioner within forty-five (45) days of delivery of the Employer's information. The Commissioner will give

due consideration to the Union's submission before making a final decision as to whether or not such work will be contracted out.

4. If the contracting-out of work normally performed by Employees of the Bargaining Unit would result in the reduction of full time employees in the Bargaining Unit, the final decision as to whether or not such work will be contracted out shall be made by the Employer's City Council.

POST-SECONDARY SECTOR

CUPE 1356, York University, Custodial/Trades – ON 2008–2011

Article 25 – General

25.08 The parties recognize that the University contracts out bargaining unit work on occasion. It is agreed that no current bargaining unit member shall be placed on layoff or have their classification reduced as a result of such practise. Further, it is not the intent of the University to use this practise to limit increases to the bargaining unit when such increase is appropriate and economically and operationally feasible. The University agrees to notify the Union at least two (2) weeks in advance of contracting-out work normally performed by bargaining members except in cases of emergency where such notice would not be possible.

SCHOOL BOARD SECTOR

CUPE 1571, York Catholic District School Board – ON 2008–2012

Letter of Understanding Contracting-out

The parties agree to the following understandings regarding contracting-out:

YCDSB is committed to open communication and a transparent process in regards to the contracting- out of work that may be considered bargaining unit work. No bargaining unit work shall be contracted out without prior notice given to the union unless it is an emergency situation.

The use of contracted service providers shall be discussed with the union at the regular joint workload committee meetings during the term of the 2008-2012 collective agreement.

CUPE 1011, The Halton District School Board – ON 2008-2012

Letter of Agreement Contracting-out

In conjunction with Article 7, Clause 7.06 the undersigned representatives of both the Board and the Union agree to the following:

The Board agrees that it will discuss with the Union, any future changes to the current practice of contracting-out that would affect CUPE Local 1011 members before any final decision is made by the Board. These discussions will take place through a joint committee comprised of three (3) representatives of the Board and three (3) representatives of the Union, plus appropriate resources. Both parties agree that they will evaluate the viability of any suggestions made by the committee. The suggestions of this committee will be considered by the Board before any final decision is made by the Board.



PREVENTING PRIVATIZATION: LANGUAGE ON CONTRACTING-OUT

Contracting-out language can range from placing obstacles in the way of privatization to an all-out ban. Bargaining committees should review their current language, analyze any grievances lost due to weak contracting-out language and develop proposals to strengthen the language.

Language on contracting-out tends to be defensive, placing restrictions on the employer – such as protecting members against layoff due to contracting-out. However, bargaining units can also shrink through attrition if the local's work and bargaining unit are not protected. Contract language should require that employers hire new workers instead of contracting-out when members resign or retire. When contracting-out goes ahead, the contractor should be obliged to observe the same terms and conditions with the contractor as the collective agreement that covered the workers before privatization. Contracting-out language can include:

- A total prohibition against contracting-out under any circumstances.
- Restrictions or conditions on an employer when contracting-out work normally performed by CUPE members. This list goes from most to least effective in terms of contracting-out restrictions:
 - a) no contracting-out except in an emergency situation where no members are available to perform the work.
 - b) no contracting-out if it reduces the hours of any bargaining unit position
 - c) no contracting-out if it reduces the number of bargaining unit positions
 - d) no contracting-out if it results in a layoff of any members
 - e) no contracting-out if it results in a layoff of members who were employed as of a certain date or with a certain amount of seniority. (For example, no contracting-out if it results in the layoff of a member with five years or more seniority).
 - f) no contracting-out if there are members on a layoff recall list who can perform the work.
- Provisions requiring a successor employer or contractor to honour existing collective agreements ("successor rights").
- Provisions that there will be no contracting-out beyond the current practice.
- Provisions that require union agreement for the use of volunteers, co-op students or workfare placements doing work of the bargaining unit.

SAMPLE LANGUAGE – CONTRACTING-OUT

HEALTH SECTOR

CUPE 1252, The Hospital Boards – NB 2008 - 2011

- 12.01 No employee as described in Article 2.02 shall be laid off or suffer a reduction in pay or have his hours of work reduced as a result of the Employer contracting-out, subcontracting, transferring, leasing or assigning any work or services of the bargaining unit, except in emergency situations.

Ontario Council of Hospital Unions (OCHU) Full Time Agreement 2006-2009

- 10.01 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a layoff of any employees other than casual part-time employees results from such contracting-out.
- 10.02 Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting-out the work that the contractor to whom the work is being contracted, and that any subsequent such contractor, agrees:
 - (1) to employ the employees thus displaced from the hospital; and
 - (2) in doing so to stand, with respect to that work, in the place of the hospital's collective agreement with the union, and to execute into an agreement with the Union to that effect. In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

SOCIAL SERVICES SECTOR

CUPE 523, 1936 and 3999 – Community Social Services Employers Association (CSSEA) – BC 2006-2010

- 28.6 The Employer shall not contract out bargaining unit work that will result in the layoff of employees

CUPE 3223, Durham Region Children's Aid Society – ON 2008-2011

Article 32 Technological Change and Contracting-Out

- 32.01 For the purposes of this article "Technological Change" means the introduction of computer equipment different in nature or type from that currently utilized, a change, related to the introduction of this equipment, in the manner in which the employer carries on his operations affecting one or more employees.

The Society shall retain the responsibility and the right to determine the methods through which services are provided. The Employer will undertake to keep the Union apprised of any technological changes and to consult with the Union regarding the potential impact of such technological changes. In the event that an employee with three (3) or more years service is displaced from his/her job by technological change and/or contracting-out, the Society will take one or a combination of the following actions:

- a) Relocate the employee in another job in his/her area of competency, if such is available within the Society. Such relocation will be pursuant to Article 17.
- b) (i) For Employees with three (3) years of service and less than ten (10) years of service, if (a) is not possible, but a position is available for which the employee could be retrained within a period of six (6) months, assume responsibility for the retraining of the employee. Such time spent in retraining shall be considered time worked. The employee shall not be paid for retraining in excess of his/her normal hours of work.

- (ii) For Employees with ten (10) or more years of service, if (a) is not possible, but a position is available for which the employee could be retrained within a period of twelve (12) months, assume responsibility for the retraining of the employee. Such time spent in retraining shall be considered time worked. The employee shall not be paid for retraining in excess of his/her normal hours of work.
 - c) If one of the foregoing actions is unattainable, and it is necessary to terminate the employment of the employee, provide him/her with six (6) months' notice of termination and provide him/her with a separation settlement of one (1) week's salary per year of service.
- 32.02 The Society shall provide all affected employees with the necessary skill training if computers or other technological equipment becomes a requirement of his/her job.
- 32.03 Any position(s) created as a result of technological change shall not be posted or filled until such time as the Employer has explored with the displaced employee(s) referred to in article 32.01 whether the displaced employee could be retrained for the newly created position in accordance with Article 32.01.

MUNICIPAL SECTOR

CUPE 745, Municipal Corporation of the Town of the Pas – MB 2008-2009

16.01 Restrictions on Contracting-out

The Employer agrees that it is preferable to have bargaining unit work performed by Employees in permanent jobs. The Employer therefore agrees that it will not contract out work without considering the following and will notify the Union, in writing, prior to any contracting-out taking place.

Contracting-out will not take place when the following conditions can be satisfied:

- a) In the opinion of the Employer, the skills and equipment required to perform the work are available within the organization in sufficient quantity and quality to meet the time and cost parameters offered by a Contractor, and
- b) The skills and equipment available within the organization can be so re-allocated without undue interruption to other regularly required or scheduled work.

No employee, within the bargaining unit, shall be terminated or laid off as a result of any work being contracted out.

CUPE 1002, City of Portage La Prairie – MB 2005-2007

- 23.01 Should the Employer contract out work, no permanent or temporary employee will be terminated, laid-off, or have their work day or work week reduced as a result of contracting-out.

CUPE 5167, City of Hamilton – ON 2004 – 2006

- 22.1 No Bargaining Unit Employee shall be laid off or terminated as a result of the Employer contracting-out any of its work or services.
- 22.2 Prior to contracting-out work now performed by the bargaining unit, or where the Employer introduces technological change which affects the wages or employment status of an Employee, not less than ninety (90) days prior to the introduction of the change, the Employer shall, by written notice, furnish the Union with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting the nature and degree of change, date or dates on which the Employer plans to effect the change, and location or locations involved. This is to allow the union to make any representations it wishes.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue that may relate to the adverse affects noted above.

Local 2012, City of Terrace – BC
2007-2009

16.01 Restrictions on Contracting-Out

In order to provide job security for the members of the bargaining unit, the City agrees that all work or services normally performed by the employees shall not be sub contracted, transferred, leased or conveyed, subject to the following:

1. The employees are qualified to perform the work.
2. The equipment necessary to perform the work is available.
3. The work can be completed in the time available as governed by seasonal conditions.
4. The work can be performed by the City to the economic advantage of the City.

UNIVERSITY SECTOR

CUPE 116, University of British Columbia – BC
2005-2010

24.03 Contracting-out

It is agreed between the parties that this Article shall prevail over other provisions or articles of the Collective Agreement, Letters of Understanding, any other ancillary documents, or practices.

The University shall not contract out services or work where the University has employees that normally provide the work or services, except in the following circumstances:

1. The University does not have the equipment necessary to provide the required work.
2. The University does not have employees who regularly perform such work or are skilled in such work and where such jobs will not be required on a continuing basis in the future.

3. Emergency situations.

In the above noted circumstances, no employee shall be laid off, suffer a reduction in classification, or have recall withheld because of contracting-out.

Where the University is considering contracting-out work or services, the University will consult with the Union before calling for tenders or awarding contracts. The consultation process shall be governed by the Letter of Understanding: Contracting-out of the Collective Agreement.

Notwithstanding the above, the University may contract out renovation, maintenance, repair or construction project work valued at fifty thousand dollars (\$50,000.00) or more. For the purposes of determining total project value, the costs of material, labour, and administrative costs will be included in the total. Employees affected by this provision shall be assigned other work in their current classification at their current rate of pay. Once these assignments have taken place, priority may be given to filling future vacancies in the same classifications with individuals affected by this provision.

Any posting or seniority requirements under the Collective Agreement may be waived in order to place an employee into a vacancy. It is also understood by the parties that the positions affected by this provision shall be reduced through attrition.

CUPE 1356, York University, Custodial/Trades – ON 2008 – 2011

- 25.08 The parties recognize that the University contracts out bargaining unit work on occasion. It is agreed that no current bargaining unit member shall be placed on layoff or have their classification reduced as a result of such practise. Further, it is not the intent of the University to use this practise to limit increases to the bargaining unit when such increase is appropriate and economically and operationally feasible. The University agrees to notify the Union at least two (2) weeks in advance of contracting-out work normally performed by bargaining members except in cases of emergency where such notice would not be possible.

SCHOOL BOARD SECTOR

CUPE 801, Sunshine Coast School District #46 – BC 2006-2010

- 4:03 (d) No employee in the bargaining unit shall be laid off or suffer a loss of hours of work or pay as a result of the contracting-out of bargaining unit work.
- (e) In order to provide job security for the members of the bargaining unit, the employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, unless mutually agreed to.

CUPE 1479, Algonquin and Lakeshore Catholic School Board District – ON 2008-2012

6.05 Lease-back Schools

The Board agrees that it will not enter into any lease agreement to construct a new school that would include, as part of the lease arrangement, the performance of services of the nature currently performed by employees in the classifications covered by this agreement in any of the Board's schools or buildings.

- 6.06 In order to provide job security for the current members of the bargaining unit, the Board agrees that all work or services which are currently performed by bargaining unit employees shall not be subcontracted, transferred, leased, assigned, conveyed, privatized, in whole or in part, to any other plant, person, company, or non-bargaining unit employee. This paragraph will not operate so as to prohibit the contracting-out of work or services of the same type performed by the current bargaining unit employees provided:

- (a) That such contracting-out is in addition to the continued work of bargaining unit members;

- (b) That such contracting-out is restricted to periods of peak demands.

Notwithstanding the provisions above the Board may contract out any construction, alteration repair, or demolition of buildings, structures, or other facilities of the Board where a General Contractor is engaged or where the work to be performed is beyond the capability of the Board's internal resources in terms of tools, equipment, and human resources, etc.

- 6.07 The Board and the Union agree that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).

CUPE 1022, Hastings and Prince Edward District School Board No. 29 – ON 2008-2012

- 6.05 Lease-back Schools

The Board agrees that it will not enter into any lease agreement to construct a new school that would include, as part of the lease arrangement, the performance of services of the nature currently performed by employees in the classifications covered by this agreement in any of the Board's schools or buildings.

- 6.06 The Board agrees that no employee in the bargaining unit shall be laid off or have their regular hours of work reduced as a result of bargaining unit work being performed by persons whose regular job is not in the bargaining unit, as a result of contracting-out, or as a result of the use of volunteers.

The regular hours of work for a position occupied by an employee referred to above shall be the hours in effect as at the ratification date of this Agreement. Regular hours for positions created during the term of this Agreement shall be those established on the posting.

- 6.07 In order to provide job security for the current members of the bargaining unit, the Employer agrees that all work or services which

are currently performed by bargaining unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, privatized, in whole or in part to any other plant, person, company, or non-bargaining unit employee. The foregoing will not operate so as to prohibit the contracting-out of work or services of the same type performed by the bargaining unit members, provided that such contracting-out is in addition to the continued work of the bargaining unit members or is restricted to periods of peak demands.

The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).

- 6.08 Both Parties recognize the value and contributions of volunteers and co-op students and the desirability of their participation in appropriate activities.

Both Parties agree that co-op students may perform bargaining unit work when their assignment is in addition to the members of the bargaining unit from the classification to which the work normally belongs.

Both Parties agree that volunteers may be utilized in accordance with historical practices. Concerns relating to the use of volunteers will be promptly examined by the Parties whom shall attempt to resolve the issue by consensus prior to referral to the grievance procedure.

No other persons not in the bargaining unit shall work on any jobs in the bargaining unit except in cases agreed to by the Union.

The Board and the Union agree that the Board shall not enter into any formal or informal agreements with any level of government or agency thereof that provide additional human resources, without the consent of the Union, which will not be unreasonably withheld.

- 6.09 No bargaining unit work shall be done under the auspices of an "Ontario Works" (Workfare) or similar program without the written consent of the Union.



REVERSING PRIVATIZATION: CONTRACTING IN LANGUAGE

Contracting work back in house is just as important as fighting privatization. There are several ways of tackling this through collective bargaining. The most common approach is to get the employer's commitment to meet with the union, review current contracted out services and to contract them back in. This language can be negotiated:

- As a subsection to expand the scope (or bargaining unit recognition) clause to include a new or expanded facility or service;
- As part of a job security or contracting-out clause;
- As a letter of intent or understanding that brings work in house; or
- To introduce a new shift, classification or an additional number of members who will perform contracted in work.

SAMPLE LANGUAGE – CONTRACTING IN PROVISIONS

MUNICIPAL SECTOR

**CUPE 416, City of Toronto – ON
2005-2008**

Joint Committee – Contracting In

28.02 The Union and the City shall establish a joint committee to review all operations and services for the purpose of contracting in wherever feasible.

HEALTH SECTOR

**Ontario Council of Hospital Unions (OCHU)
Full Time Agreement – 2006-2009**

10.03 Contracting-In

Further to Article 9.08(d) (i) (1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit

POST-SECONDARY SECTOR

**CUPE 917, University of Victoria – BC
2005-2010**

31.04 Within the scope of the jobs performed in University departments by regular members of the bargaining unit:

31.04 (a) the Union will notify the University at the beginning of a quarterly period of the types of contracted out work that is within the scope of the bargaining unit that the union would like to review. These requests will be sufficiently defined so as to allow

the data collection process to proceed efficiently and without undue resource expenditure:

- 31.04 (b) the University will meet quarterly with the Union to review the information provided and discuss alternatives to the contracting-out of the work within the scope of the bargaining unit, including discussions of whether this work could be performed by members of the bargaining unit. The parties will exchange agenda items 30 calendar days prior to the meeting.

CUPE 1356, York University, Custodial/Trades – ON 2008 –2011

Letter of Understanding

Staffing of Newly Owned University Buildings

The University agrees that newly owned University buildings for which an occupancy permit has been received during the term of the collective agreement ("new buildings") will be covered by the certificates issued by the Ontario Labour Relations Board dated March 1, 1971 and August 19, 1998.

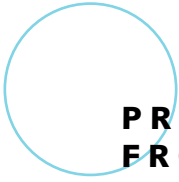
The Union agrees that, in staffing the new buildings, new classifications may be created for bargaining unit positions. Wages for these new classifications may be different than the wages for any classifications outside of the new buildings in accordance with Article 23.04.

SCHOOL BOARD SECTOR

CUPE 1022, Hastings and Prince Edward District School Board No. 29 – ON 2008-2012

- 6.07 In order to provide job security for the current members of the bargaining unit, the Employer agrees that all work or services which are currently performed by bargaining unit employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, privatized, in whole or in part to any other plant, person, company, or non-bargaining unit employee. The foregoing will not operate so as to prohibit the contracting-out of work or services of the same type performed by the bargaining unit members, provided that such contracting-out is in addition to the continued work of the bargaining unit members or is restricted to periods of peak demands.

The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).



PROTECTING BENEFITS FROM PRIVATIZATION OR DELISTING

Locals preparing for collective bargaining should review benefit coverage for services that have been privatized or delisted. This includes government-provided services such as workers' compensation, and extended health benefits such as vision or PSA tests, and chiropractic care. Depending on how benefits are referred to in your agreement – either as an article or an appendix – locals should include language requiring the employer to cover or arrange coverage if government-provided services are delisted. If a government resumes coverage of delisted benefits, language can be negotiated to prevent duplication.

SAMPLE LANGUAGE – PROTECTING BENEFITS FROM PRIVATIZATION OR DELISTING

MUNICIPAL/SOCIAL SERVICES SECTOR

CUPE 3899, Hamilton Wentworth Children's Aid Society – ON 2004-2008

Workers Safety & Insurance Board

- 18.06 (b) Should W.S.I.B. be privatized, the Employer shall arrange insurance coverage for workplace injuries and occupational diseases at the Employer's expense.

CUPE 1766, Haldimand Norfolk Children's Aid Society – ON 2005-2008

Benefits (*note: the language below anticipates delisted services being reinstated by government*)

- 24.02 The Employer agrees to pay 100% of the premium costs for the following benefits for each eligible employee and eligible dependents of employees. All benefits will be subject to the terms and conditions of the governing master insurance policy. Eligible employees are those who have been continuously employed by the Employer in a permanent position for 6 months. The parties agree that the reinstatement of any benefit delisted by the government from the provincial health insurance plan will not result in the duplication of coverage for services under the extended health care plan

MUNICIPAL SECTOR

CUPE 905, The Corporation of the Town of Markham – ON 2007-2010

Memorandum of Agreement
Health and Welfare benefits

1. De-listed OHIP items

The Parties agree that the Extended Health Care Plan will be amended to reflect that the de-listed OHIP items (Physiotherapy, Chiropractic, and Optometrist examinations), delisted in 2004 will be covered by the plan to the extent formerly covered by OHIP before they were de-listed.

POST-SECONDARY SECTOR

CUPE 1004, Faculty Association of the College of New Caledonia – BC 2004-2009

Appendix C - Benefits (Excerpt)

Extended Health Care

- 80% reimbursement of eligible expenses after a \$25 annual deductible per family
- \$300 Vision Care payable annually
- Hearing Aids to a maximum of \$600 every four years
- Charges for nicotine patch treatment
- Visits to registered psychologists to a maximum of \$500/year or '10 sessions whichever is the greater (Subject to Carrier availability)
- A Blue Net Card
- Coverage for all eligible drugs
- **Coverage for all Medical Services Plan Delisted Services**
[emphasis added]



CONCLUSION

Collective bargaining is a powerful tool to fight privatization and protect public services. It truly is the first line of defence against the many forms of privatization that CUPE locals face.

Defending and enforcing contracts in between rounds of bargaining is just as important as winning strong collective agreement language. Locals must be on the lookout every day, administering their collective agreement to ensure the words in their contract are implemented in their workplace, and filing grievances when violations occur. Stewards play a key role in defending agreements by communicating with local leaders about threats to their contract and ways to strengthen it.

Coordinating and centralizing bargaining structures are powerful strategies to increase CUPE's bargaining strength to win better provisions against privatization. Growing coordination among employers – with government support – to seek concessions from workers calls for a united and strategic response. Sectoral conferences and bargaining schools are important events that bring members together to develop common plans for improving their bargaining strength.

Finally, the strongest contract is one that has community support. CUPE must continue to build a culture of member political engagement, participating in campaigns with community allies to defend and promote public services and building coalitions. This approach builds the solidarity CUPE members need when they mobilize to defend their collective agreements from privatization.

