

ARTICLE 40

CONTRACTING OUT

- 40.01 The Employer will not contract out services that will result in the loss of encumbered Regular General Support Services Bargaining Unit positions without meaningful consultation and discussion with the Union. This does not impact the ability of the Employer to make changes through attrition.
- 40.02 The Employer shall provide the Union with at least ninety (90) days written notice prior to when a final decision is required. Lesser notice may be provided when urgent issues rapidly emerge.
- 40.03 The Employer agrees that it will disclose to the Union the:
- (a) nature of, and rationale for, the initiative,
 - (b) scope of the potential contracting out,
 - (c) potential impacts on Regular Employees, and
 - (d) anticipated timeframe for the initiative.
- 40.04 The Union shall provide in writing to the Employer possible alternatives to the contracting out initiative.
- 40.05 During the notice period, the Parties shall discuss reasonable alternatives to maximize retention of Regular Employees potentially affected by the contracting out initiative, including examination of potential retraining and/or redeployment opportunities as an alternative to Article 16: Layoff and Recall.
- 40.06 The Union may at any point ask to discuss with the Employer, services that are currently contracted out for specified work. Upon request the Employer agrees to entertain and give serious consideration to submissions and rationale from the Union based on an identified interest for specific work where the Union feels the Bargaining Unit may be better able to perform those services.
- 40.07 **Dispute Resolution**
- (a) The application of the consultation process in this Letter of Understanding is subject to Article 8: Grievance Procedure.
 - (b) The final decision regarding contracting out is not subject to Article 8: Grievance Procedure.