

# MEMORANDUM OF AGREEMENT

Between

THE OTTAWA PUBLIC LIBRARY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LIBRARY GROUP

## **Re: Contracting Out**

1. Notwithstanding Article 22, and in order to provide job security for members of the bargaining unit, the Employer agrees that prior to contracting out any work that would normally fall within the scope of the bargaining unit, it will provide the Union with a meaningful opportunity to suggest alternatives as to how work can be performed by bargaining unit members.
2. The parties agree to work collaboratively on an ongoing basis to seek out opportunities to use staff to deliver more efficient and effective services rather than resorting to contracting out. As such the underlying principles that will guide the parties in their discussions will be to:
  - Reduce the need for contractors;
  - Optimize the use of equipment;
  - Reduce overall costs and,
  - Improve services.
3. Discussions will normally take place at the Union Management Consultation Committee (UMCC).
4. At the first UMCC meeting of each calendar year, the parties will conduct an annual review of existing contracts that are up for renewal in the upcoming year. They will also discuss any anticipated needs for contracting out in the next twelve (12) months.
5. The Employer agrees to provide at the UMCC information available to it that would allow the Union to be in a position to analyze which contracts may provide sufficient operational efficiencies to be considered by the CEO under this memorandum.
6. The Union undertakes that all information disclosed with regards to contracts will be held in the strictest of confidence.
7. The parties will review and report back to the Chief Executive Officer (CEO) any identified opportunities for consideration. This may include the review of existing contracted services for the purpose of exploring the feasibility of bringing these services in-house.

8. If the parties consider that it could be operationally efficient and cost effective to bring a contracted service in-house, a recommendation will be provided to the CEO for consideration.
9. While any joint recommendations arising from those discussions will be provided to the CEO for consideration, the Union also has the right to make its own written submissions as to how work might be completed by bargaining unit members and such submissions shall be given all due consideration by the Employer. The Union shall also have the opportunity to discuss, explain or amend its submissions in response to questions or concerns of the Employer.
10. It is recognized that any final decision to bring a contracted service in-house will be subject to obtaining all necessary approvals including any budgetary approvals from the Library Board.
11. The Union shall be notified of the acceptance or rejection of its submission in writing and, in the case of rejection, shall also be provided with written reasons for the decision.
12. It is further agreed that the parties may explore other opportunities to achieve lower delivery costs and improve services and submit their recommendation to the CEO for consideration.
13. The parties also recognize that they share the responsibility to initiate discussions should the opportunity arise between UMCC meetings.

Signed in Ottawa, on \_\_\_\_\_, 2017

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For CUPE 503, Library Group

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For the Ottawa Public Library