

ESSENTIAL SERVICES AGREEMENT

BETWEEN:

THE UNIVERSITY OF SASKATCHEWAN (hereinafter
"the Employer")

AND

CUPE LOCAL 1975 (hereinafter "the union")

WHEREAS the *Public Service Essential Service Act* (PSESA) requires the Employer and the union to conclude an Essential Services Agreement (ESA), and

WHEREAS essential services are defined by the PSESA as those "necessary to enable a public employer to prevent

- (i) danger to life, health or safety
- (ii) destruction or serious deterioration of machinery, equipment or premises
- (iii) serious environmental damage," and

WHEREAS the union and the Employer agree that they have shared interests in compliance with the PSESA, and in responding to any future labour dispute/strike in a principled, forward-focused and constructive fashion,

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. This Agreement complements the requirements of the PSESA. Should a provision of this Agreement be found to not so comply, that provision shall be rendered null and void without invalidating the balance of this Agreement. The PSESA will govern in the event of a conflict with this Agreement.
2. The classifications and numbers of incumbents determined to be essential are set out in **Schedule A** of this Agreement. The names of persons in such classifications who are determined to be essential (as of the date of this Agreement)

are set out in **Schedule B** of this Agreement. It is understood that Schedule B is subject to revision during the life of this Agreement where employees move from classification to classification or leave employment by the Employer. It is further understood that the union's table officers, negotiating committee and executive will be exempt from designation unless there is no alternative employee qualified and available to be designated to provide an essential service.

3. It is understood and agreed that employees described in Schedule B will receive a designation letter from the Employer within sixty (60) days of the signing of this Agreement. The union shall receive a copy of all such designation letters. It shall be the union's responsibility to make every reasonable effort to achieve compliance by any and all of its members so designated. Where the union can demonstrate that it has made every reasonable effort, and compliance is not forthcoming, the parties agree that the union will not be held liable for such non-compliance and the Employer will be free to pursue a remedy against the non-compliant member. A pro forma copy of the designation letter (regular and "call-in") is attached as **Schedule D**.

4. Where certain services are described in Schedule A as "call-in" it will be the responsibility of the union to provide such employees as required during a labour dispute/strike upon receipt of a request from the Employer. **Schedule C** describes the expectations and processes specific to "call in" essential service designates. The Employer will tender such request for "call-in" services by telephone and/or facsimile. The union will thereafter dispatch such qualified employees/members to deal with the situation pursuant to Schedule C. Those "call-in" designates will address the work situation and, once the necessary work is performed, will exit the workplace. Such employees will be paid their appropriate pre-strike hourly base rates for all such time worked. Notwithstanding Section 14 of the PSESA, the parties agree that call-in designated employees will not be prevented from undertaking any union activity which may occur at times when such call-in designated employees are not requested to report. In the event that this provision is found to violate the PSESA, the parties agree that the Labour Relations Board

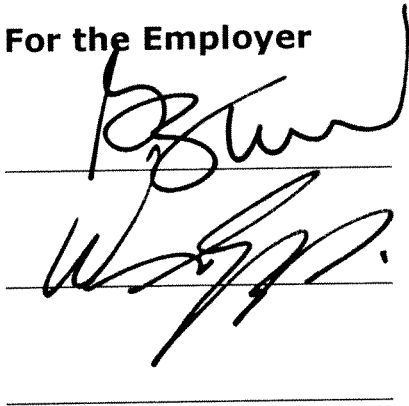
shall be immediately asked to determine which call-in essential service employees shall be designated essential pursuant to paragraphs 5 and 6 of this Agreement. Representatives of the union and Employer will be expected to regularly consult during a labour dispute/strike to facilitate efficient operation of these provisions.

5. In the event that it is determined that additional essential services or essential service employees are required during the life of this agreement, the parties agree to meet and discuss such additions within twenty (20) calendar days of written notice by one party to the other. Should agreement not be reached on such additions, the matter may be referred to the Saskatchewan Labour Relations Board (SLRB) pursuant to Paragraph 6 of this Agreement for determination.
6. In the event of any difference or dispute as to compliance with or performance of this Agreement, the parties agree to submit the difference or dispute to the SLRB pursuant to Section 24 of the **Trade Union Act**. In the event that the difference or dispute occurs at or after a party serves notice to the other of its intention to commence a labour dispute/strike, the parties agree that the Reference of Dispute will be made to the SLRB on an emergency basis pursuant to Section 24 of the **Trade Union Act** and Sections 18-20 of the **Public Service Essential Services Act**, and will be ready to argue the matter on one (1) juridical day's notice.
7. This Agreement is intended to operate from year to year and to be the subject of discussion and revision no later than six (6) calendar months prior to expiry of the collective agreement between the parties. The first such discussion/revision will occur **after** the 2009-2010 round of collective bargaining. This Agreement may be terminated by either party upon written notice to the other provided said notice conforms to the requirements of Section 8 of the PSESA. In that event, the PSESA will apply in its entirety until a subsequent ESA is reached by the parties.

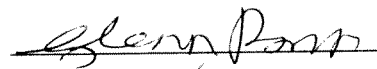
8. In the event that the PSESA is repealed by the Legislature, this Agreement becomes null and void on that date save and except for the following provision: "The parties will meet within ten (10) calendar days of such repeal to negotiate future essential service protocols. No labour dispute/strike may continue or proceed, as the case may be, prior to an essential service negotiation between the parties."

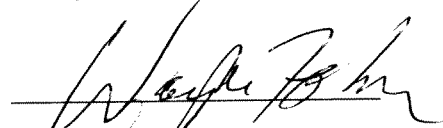
ALL OF WHICH IS AGREED at Saskatoon, Saskatchewan, this 26th day of June, 2009.


For the Employer




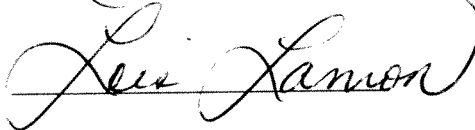
For the Union











Attachments: Schedules A, B, C, D

Schedule 'A'

CUPE 1975 Essential Service Summary Sheet

Unit	Job Title	Essential	Call-In Basis
Agri BioResources	Technician	1	0
Animal Poultry Science	Herdsperson	1	0
	Stockperson	2	0
	Technician	2	0
Animal Science Farms	Feedmill Operator	1	0
	Feedmill Operator Asst	1	0
	Herdsperson	1	0
	Stockperson	9	0
	Ag Equip Serv	1	1
Plant Sciences	Tech	1	
BioChemistry	Technicians		3
Biology	Tech	1	5
Campus Safety	Community Peace Officer	27	0
Chemistry	Storekeeper	1	1
Dentistry	Clerical	2	
	Technician	1	
	Dental Assistants	4	
FMD			
	Confined Space Rescue	1	
	Caretaker	40	0
	Grounds	1	4
	Industrial Maint. Work	4	

Schedule 'A'

	Electricians (High Voltage - 2/Motor Controls - 2)	10	
	Plumber	4	0
	Controls	1	
	Refrigeration	1	
	Carpenter/Locksmith		1
	Steamfitter	3	
Heating Plant			
	2nd 3rd & 4th Class Engineer	12	0
	1st Class Engineer	1	0
Workplace Safety and Environment Protection	Tech	2	0
Information Technology Services	Tech	2	0
Kinesiology	StoreKeeper	1	0
	Tech	1	0
Library	Library Asst	2	
Medicine			
Anesthesia	Clerical	1	2
Anatomy Cell Biology	Clerical	2	0
	Tech	2	0
College of Med	Clerical	2	0
	Storekeeper	1	0
Dept Of Medicine			
Admin Office		1	
Cardiology			1
Dermatology			2
Endocrinology			
Gastroentology	Clerical		1
General Medicine	Clerical		1
Hematology	Clerical		2
Nephrology	Clerical		1

Schedule 'A'

Infectious Disease	Clerical			2
Neurology	Clerical			3
Respirology	Clerical			2
Rhumatol. Imm	Clerical			2
Obstetric, Gynec& Reproductive	Tech		6	0
	Clerical		1	5
Family Med	Clerical		9	
Food and Biol Sci	Clerical			1
Lab Animal Services	Tech		7	0
Opthamology	Clerical		4	0
Medical Education Coordinator	Clerical		1	
Micro/Immunino	Clerical			1
	Tech			3
Pathology	Clerical Assistant		1	
Pediatrics	Clerical		4	0
	Nurse		1	
Psychiatry	Clerical		5	0
School Of Physical Ther. Surgery	Clerical		2	
Surgery (Cardio)	Clerical		1	0
Surgery (General and Periatrics)	Clerical		2	0
Surgery (Neurosurgery)	Clerical		1	0
Surgery (Orthopedic)	Clerical		1	0
Surgery (Plastic)	Clerical		1	0
Consumer Services				
Parking Services	Tech		1	0
Food Services	Cook		2	
	Supply Room		1	
Residence	Caretaker		5	
SESD				
Studen Counselling	Clerical		1	1
Student Health	Clerical		1	1

Schedule 'A'

WCVM					
Animal Care Unit	Animal Tech		5		0
Animal Resource Centre	Animal Tech		4		0
VTH					
Small Animal ICU	Tech		1		
Small Animal Surg	Tech		2		
Large Animal Surgery	Tech		1		
Medical Imaging	Tech		1		
Anesthesiology	Tech		2		
After Hours	Tech		1		
Large Animal Medicine	Tech		1		
Materials Management	Tech		1		
Radio-Oncology	Tech		1		
Small Animal Medicine	Tech		1		
Vet Pathology	Tech		1		
Goodale Research Farm	StockPerson		4		
			233		46

Schedule C – “Call-In” Essential Service Designates

The parties to this Agreement have determined that some essential services can be provided on an “as needed” or call-in basis. **It is understood and agreed that persons designated as call-in must make every effort to respond in a timely fashion when called.**

The following criteria apply to such persons:

1. The Employer and union will each inform the other of a primary and secondary contact person who will co-ordinate Call-In and emergency requests for service. Those contacts will be available each to the other by cellular telephone.
2. Requests for service will be made by the Employer to the union by telephone and confirmed by facsimile where possible. The union will dispatch designated personnel as necessary to address the service need expeditiously and will confirm same with the Employer by telephone.
3. In non-emergent situations, call-in designated employees will have a minimum three/maximum twelve hour window to respond to dispatch instructions. **Wherever possible, it is understood that an early response is preferred by the parties.**
4. In the event that a designated person has an acute personal time conflict, e.g. wedding, funeral, a replacement employee with directly comparable qualifications and expertise may be provided by the union. In that event, the union will consult with the Employer to facilitate the timely provision of necessary service.
5. In emergent situations, the union agrees to exercise its best efforts to immediately dispatch the optimum employee(s) to deal with the service need. In the event that the union is unable to achieve this standard, it is agreed and understood that the Employer may then avail itself of such non-bargaining unit resources as required to immediately deal with the emergency.

SR We.

SCHEDULE D: Pro Forma Designation Letter

Date

[Insert name and address]

Dear []

Re: Essential Service Designation

In 2008, the Provincial Government made an amendment to the Trade Union Act to include a Public Service Essential Service Act (PSESA). The PSESA requires that the Employer and the Union agree to negotiate a process for determining essential services in the event of labour action.

This letter is to advise that, pursuant to the *Public Service Essential Services Act* and a subsequent Essential Services Agreement (ESA) jointly agreed to between the University of Saskatchewan and CUPE Local 1975, your position is designated as essential to maintain critical operations at the University of Saskatchewan. Your co-operation with this notice of designation is appreciated. A copy of the Essential Service Agreement between CUPE and the University of Saskatchewan is attached.

It is important to note that as of the date of this letter, no labour action is being contemplated by CUPE 1975. The purpose of this letter is to notify you that in the event of labour action your services are required.

In the event of labour action please report to work and perform the full scope of your job as assigned.

[Your designation has been agreed by the union and the Employer in the ESA to be "on call." That means that in practical terms you must be available to report to work within 12 hours of receiving a dispatch instruction from the union (for non-emergent situations) and immediately in the event of an emergency. Please refer to Schedule C of the ESA for further clarity.] [content added for "on call" designations]

Should any question or concern arise, **please contact your Supervisor and/or your union representative.**

Yours truly,

Barb Daigle
AVP, Human Resources

c.c. CUPE Local 1975