



Saskatchewan
Labour Relations
Board

FORM 2

(RULE 6)

UNFAIR LABOUR PRACTICE APPLICATION

APPLICATION FOR ORDER UNDER SECTION 5, CLAUSES (d) AND (e)
OF *THE TRADE UNION ACT*

1. THE UNIVERSITY OF SASKATCHEWAN (the “University”) of 105 Administration Place, Saskatoon, Saskatchewan, S7N 5A2; telephone: 966-6270; fax: 966-7026

hereby applies to the Labour Relations Board for an order determining whether an unfair labour practice (or a violation of the Act) is being and/or has been engaged in by the Administrative and Supervisory Personnel Association (the “Union”) designated in paragraph 3 of this application, and requiring the said Union to refrain from engaging in the said unfair labour practice (or violation of the Act) within the meaning of *The Trade Union Act*, particulars of which are set out below.

2. If the applicant is a corporation, state here the name and address of, and office held by, an officer acting on behalf of the said corporation

Name: Cheryl Carver

Office Held: Director, Human Resources

Address: The University of Saskatchewan of 105 Administration Place, Saskatoon, Saskatchewan, S7N 5A2; telephone: 966-6270; fax: 966-7026

3. The name and address of the trade union concerned and if an employer, the general nature of its business, are as follows:

Name: The Administrative and Supervisory Personnel Association

Nature of Business: Certified Bargaining Agent

Address: Box 444 RPO, City of Saskatoon, Saskatchewan

4. The applicant alleges that an unfair labour practice (or a violation of the Act) has been and/or is being engaged in by the said Union by reason of the following facts:

- i. In or about November, 2007 the then President of the Union spoke at a strike rally organized by another certified bargaining unit that was on strike at the time. He announced at this rally that “We are next”.
- ii. The collective agreement between the parties expired on April 30, 2008, and the parties have engaged in bargaining toward a new collective agreement;
- ii. Between the time period bargaining commenced and July of 2008, the University has offered numerous proposals for the settlement of a new collective agreement, including written proposals on or about June 4, June 19, June 20, June 27, and July 7, 2008. The Union did not provide a single written counter-proposal during this same period. During bargaining on July 7, 2008, the University negotiator asked the Union negotiators to take the University proposal to the membership and to make a counter-proposal. The Union’s chief negotiator responded “don’t expect a counter-proposal”. At this same meeting, the Union negotiators indicated a reluctance to continue negotiations and instead wanted to discuss essential services. During this period the Union offered no alternatives or solutions, but simply demanded that the University give into the Union’s verbal demands.
- iii. On or about July 22, 2008, the Union delivered and published a membership presentation that stated: “We think that direct bargaining has runs its course”, notwithstanding the fact that the Union had not yet provided a written counter-proposal to any of the University’s offers described above. The update contained a chart called “Moving Forward” that expressly referred to the potential of job action and finally binding arbitration.
- iv. Since July, the Union has raised new and substantive bargaining positions that had never been previously raised in negotiations. Many of these positions would involve significant cost increases.
- v. As bargaining has dragged on, the Union has commenced bargaining backwards on items that had been previously raised in bargaining. For instance, the Union has increased the monetary demands it originally raised in bargaining. Indeed, in a bargaining update published on or about November 13, 2008 the Union stated that its current proposal “represents a substantial change over the proposal ASPA originally took to the bargaining

table.” In this update, the Union suggests that it may further increase its monetary demands. The Union has engaged in expanding horizon bargaining tactics.

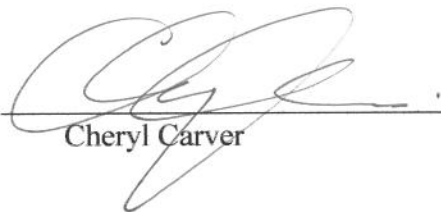
- vi. The Union has engaged in a misleading communication strategy during negotiations. They have communicated rationale for their positions to the membership that they have not previously shared at bargaining, and they have communicated information at bargaining which they have contradicted in communication to the membership. As a result, the Union’s demands, and the rationale for these demands, have been and continue to be a moving target. This has confounded efforts by the University to address Union positions.
- vii. The University, therefore, submits that the Union has not used reasonable efforts to conclude the collective agreement and has breached its duty to bargain in good faith by:
 - a. engaging in surfacing bargaining;
 - b. arbitrarily and unreasonably refusing to present counter-offers or alternatives to University offers;
 - c. raising new issues late in bargaining;
 - d. resiling on previously-stated Union positions;
 - e. pursuing expanding horizon bargaining tactics;
 - f. bargaining backwards; and
 - g. engaging in a misleading communication strategy.
- viii. The University submits that these facts lead to a reasonable perception that the Union bargaining committee is not interested in reaching a negotiated collective agreement with the University but is rather positioning the parties toward an alternative means of concluding the collective agreement, including job action and binding arbitration.

5. The applicant University submits that by reason of the facts hereinbefore set forth the said Union has been or is engaging in an unfair labour practice (or a violation of the Act) within the meaning of Section 11(2)(c) of *The Trade Union Act, 1972*.

I, the undersigned, hereby solemnly declare that the submissions above set forth, are, in so far as they are matters of fact, true to the best of my information knowledge and belief, and, in so far as they are matters of opinion, are verily believed by me.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED before me at Saskatoon,)
Saskatchewan, this 14 day of)
November, 2008.)


Cheryl Carver



Notary Public, Justice of the Peace or Commissioner for
Oaths in and for the Province of Saskatchewan