

September 19, 2007

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Dear Mr. Moran and Ms. Lamon:

Re: CUPE 1975 Negotiations: Employer Best Offer

I write further to our discussions on September 12th in Regina. In the course of negotiations that day, the union asked if the Employers would be prepared to consider alternatives to their proposals regarding earned days off and the expansion of open competitions which would address your concerns while meeting the Employers' needs for process improvement.

We have considered your suggestion and have concluded that alternatives are available to address the above-noted issues. It has not been possible to discuss those alternative approaches with your organization due to your decision to cancel negotiations this week. Subsequent to communicating that decision to the writer, your organization publicized its decision to seek a strike mandate from your members on September 27th. This timing is both unfortunate and problematic. However, I believe that it is in the interests of all parties to discuss these alternatives prior to the taking of irrevocable action.

Possible Adjustments to Employer Best Offer:

1. Earned Days Off

A MOA to provide that during the life of the collective agreement, the parties will determine, on a case by case basis, methods to maintain

the provision of earned days off in consumer-driven work units while minimizing operational inefficiencies or productivity losses.

The MOA would explicitly state that this process will be followed notwithstanding any arbitral decisions to the contrary which may have been issued prior to August 31, 2007 and that in so doing the parties endorse and return to the original spirit and intent of Article 23.1 of the cba. **If this discussion were successful, the Employer proposal to eliminate earned days off would be withdrawn.**

2. Expanding Open Competitions

Article 8.4 would be amended to provide that all vacancies in designated entry level positions and apprentice ship positions will be filled via open competition on the basis of the skill, ability and qualifications of the applicants.

A MOA would particularize the designated entry level positions, which need not be restricted to Phase 1 and 2 but which would predominantly be drawn from same. **If this discussion were successful, there would be a clear line between open and closed competitions which would meet the needs of both parties.**

3. Red Circled Employees

The Employer compensation proposal, if implemented, eliminates most, but not all, of the red circled positions within CUPE's scope. **In consideration of the union's agreement to the Employer best offer, as adjusted, the Employers would provide one time payments of 3.5% in 2007, 4.0% in 2008 and 4.5% in 2009 to red-circled employees.**

From the Employer perspective, the union's decision to seek a strike mandate in the current circumstance, coupled with the union's refusal to address an essential service protocol, leaves us little option but to commence contingency planning forthwith. **That atmosphere is certainly not conducive to seeking an agreement.** It is for this reason that I propose a meeting of yourselves, your Presidents, the writer and a representative of each University to discuss the aforementioned alternative approaches to earned days off in consumer driven services, expanded open competitions and red-circled employees. Such a meeting would be convened in Saskatoon in a

neutral location and from a practical perspective would need to occur on September 26th. Such a meeting might well result in adjustment to our best offer, which was tabled on September 11th.

If this proposition is of interest to you, please contact me at your earliest opportunity so that arrangements may be made for the meeting. If this approach is not suitable to you, then the Employers will consider their options after the results of your strike vote are known to us. In the interest of reaching a negotiated settlement, I hope to hear from you.

Sincerely yours,

Greg Trew
For the U of S/U of R Bargaining Team