

"Working to identify and implement solutions in industrial relations"

FAXED

November 21, 2007

**VIA FACSIMILE: 382-8188  
9:30 PM**

Don Moran  
Lois Lamon  
National Representatives  
Canadian Union of Public Employees  
250 Cardinal Crescent  
Saskatoon SK S7K 5M2

Dear Don and Lois:

The Employers have had an opportunity to examine your organization's public comments made this afternoon and evening with respect to the Employer final offer which you have undertaken to subject to a vote of your members. It appears that there are concerns on CUPE's part with two elements of that offer which are the result of misunderstandings. I will address each item separately.

The language regarding EDO's contains an error for which I accept some responsibility. Notwithstanding the union's rejection of our last compromise offer in conciliation on October 25<sup>th</sup>, a review of our notes indicates that there was agreement in principle on the notion that the first part of the language applied to the University of Saskatchewan only, with no change to the situation at the University of Regina. The second part of the language, referring to the possibility of EDO's for part-time employees, was to apply at both Universities. When the final offer document was drafted, an earlier version of proposed language was used. We wish to rectify that error, which has only come to our attention by virtue of your union's public comments tonight. **Had this been raised during the conciliation process, the error would have been rectified earlier and without the burden of additional confusion.** For our part in that confusion, I apologize.

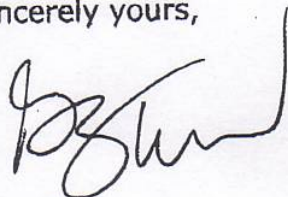
The matter of one time payments for employees above the maximums of salary ranges is also fraught with confusion. On October 25<sup>th</sup>, the last offer made by the Employers specified 5% payments in each year of the proposed agreement. That offer was made in an effort to settle the contract. CUPE rejected that offer. Thereafter, the Employers attempted to find another alternative to address financial terms in a

manner more attractive to you. It appears that you misapprehended our effort to do this, and expected that the 5% one time payments per year offer was still available to you. **This concerns me in so far as you did not raise this issue through the conciliation process notwithstanding our offer to fine tune our final offer if there was an area of particular contention that would make a difference to you. Had this issue been raised by the union, we would have had the opportunity to discuss and rectify it directly.**

It seems from your organization's public comments this evening that you were operating under the assumption that the 5% per year one time payments were agreed while the Employers were of the view that the concept had fallen away. **In view of this confusion, we are prepared to confirm that we will, within our offer, provide 5% one time payments each year of the proposed three year term, rather than the 4.5%, 4.75% and 5.0% one time payments.** Given the mutual confusion surrounding this issue, we think this is an equitable approach.

I trust that the foregoing will assist in clarifying these matters so that the items actually remaining in dispute (employee benefit funding and increments) are clearly understood by all. We have corrected our final offer document accordingly.

Sincerely yours,



Greg Trew  
Chief Negotiator  
University of Saskatchewan/University of Regina

c.c. Barb Daigle  
Bonnie Dobni  
Doug Forseth, SK Labour