STANDING COMMITTEE ON HUMAN SERVICES

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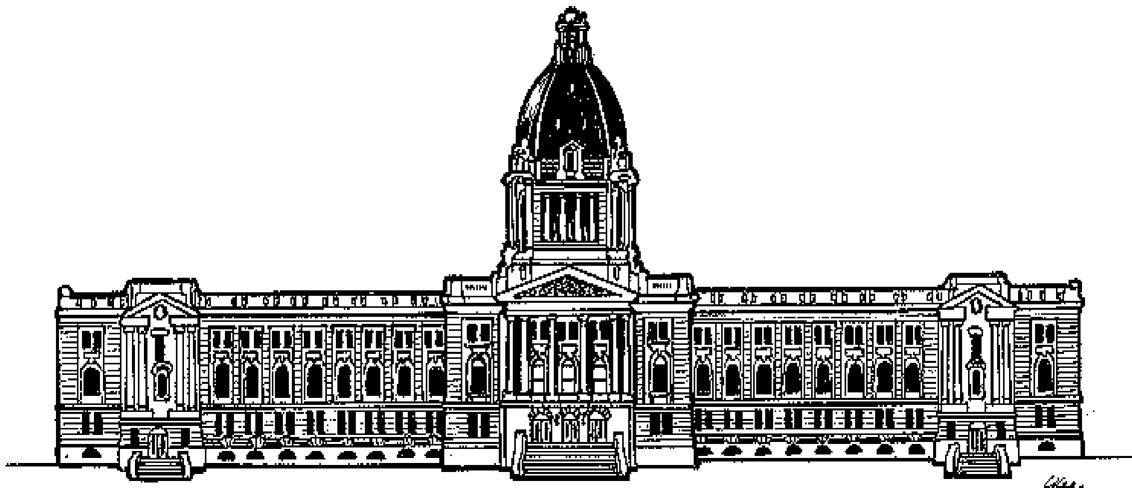

Legislative Assembly of Saskatchewan

Twenty-sixth Legislature

STANDING COMMITTEE ON HUMAN SERVICES

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Published under the authority of The Honourable Don Toth, Speaker

[The committee met at 15:00.]

Bill No. 5 — The Public Service Essential Services Act

Clause 1

The Chair: — I'll call the committee to order. Committee members, we are reconvening this afternoon to resume our consideration of Bill 5, The Public Service Essential Services Act. We have Minister Norris with us here this afternoon. He has officials with him and at this time I would ask the minister to introduce his officials.

Hon. Mr. Norris: — Thank you, Mr. Chair, and fellow legislators. I'm delighted to be back with the committee. Wynne Young is here again, our deputy minister; Mary Ellen Wellsch, acting executive director, labour planning and policy; Mr. Mike Carr, the associate deputy minister regarding labour, employee and employer services division; and Pat Parenteau, senior policy analyst within the Ministry of Advanced Education, Employment and Labour, is also here.

The Chair: — Thank you, Minister. Welcome to your officials. I believe Mr. Iwanchuk would like to continue with the consideration of Bill 5 and I believe he has some questions. I recognize Mr. Iwanchuk.

Mr. Iwanchuk: — Thank you, Mr. Chair, and all members. We had, last time I was here then doing some questions in terms of the Act and how some of the applications, and some the applications of the Act, and I just have a few more questions in that area.

Just in reference to, we were talking last time in 6(1)(b) and I believe one of the officials had answered, but to the minister, if we could just get an explanation again of . . . The Act isn't in force, but we do have some collective bargaining which has started, for example, in the health care sector. And could we, could you just go over again how this will apply to any collective bargaining that has now begun?

Hon. Mr. Norris: — The clause in question relates to negotiations for the essential service piece, and I'll call upon Ms. Wellsch shortly to walk through it. It's quite straightforward within the Act. More broadly speaking, what we see regarding this is, and I'll actually take the specific phrasing if I can.

What we see within 6(1) is 6(1)(a) relates to a 90-day threshold. I think the significance . . . Before we get to (b), the significance of this reinforces a key element of this piece of legislation. For review we know that Saskatchewan is among the only provinces not to have essential service legislation. That is, almost every other provincial jurisdiction in Canada has essential service legislation.

The purpose of this is to ensure that public safety is addressed within the Saskatchewan context. The balance is that right to strike balanced with public safety. The significance of 6(1)(a), that 90-day threshold, is actually a key element, and that relates to trying to ensure that the parties have come together long before any potential labour disruptions and have actually reached their own agreement about essential services. That is, employer and the bargaining unit have come together. So that's the significance of (a).

It's within that context then, the (b) clause, "as soon as reasonably possible if" and then there are a couple of elements. And I'll actually ask Mary Ellen Wellsch to speak to (1)(a), (1) and (2).

Ms. Wellsch: — Thank you, Minister. If there is a collective bargaining agreement that has expired by the time the Act comes into effect, that's when 6(1)(b) kicks in, so to speak. And in that case it is after the 90-day period because the collective bargaining agreement has expired. The parties must begin, if the Act comes into force in the midst of bargaining, the parties must begin as soon as reasonably possible to negotiate an essential services agreement.

Mr. Iwanchuk: — Would they stop collective bargaining? Or what do you foresee happening?

Hon. Mr. Norris: — In the hypothetical scenario that you've laid out, this would be weaved into the collective bargaining.

Mr. Iwanchuk: — Could you explain what you mean by weaved?

Hon. Mr. Norris: — Sure. We can examine that word. Because we're dealing with a hypothetical scenario here, the answer is, weaving would have a very broad interpretation, and it would be up to the parties how they would address that issue.

Mr. Iwanchuk: — I must admit sometimes I'm frightened to ask questions here. But this isn't hypothetical. We have potentially the Saskatchewan Union of Nurses; we have a whole bunch of health care unions that are coming in. I really don't think you should make light of it.

But here's the question. I'm not certain whether you want to walk through it step by step for that. The reality is, is when you have two parties bargaining — they're sitting there negotiating — the Act is going to come in. This is going to happen. It's not hypothetical. This will happen. One question, obviously the Act will apply. The parties could be in an hour, in two hours . . . You can call that hypothetical or not. Maybe they've even served a strike notice. That will have an impact.

We're simply trying to clarify — nothing fancy, just an answer — clarify to the parties what happens here. Because if you weave negotiations, do you talk for an hour on negotiations and then you stop for an hour and you talk essential services? I mean, I think the parties . . . You do one or the other. And if you can't move on to striking or doing that, you're going to have to have an essential services agreement.

So I think let's cut to the chase here. Let's look at this — not hypothetical, not weaving. We want to know, you know, the question is simply, will you have to stop and negotiate essential services agreement practically, or will you negotiate one hour on essential services and then one hour on bargaining? I mean, it's not going to work that way if you've been at a bargaining table. So that's the question.

Hon. Mr. Norris: — I certainly appreciate the question, and I'll come back. But what's just happened here is some general questions were being asked. What the member has done is begun to insert himself, insert himself and his party into a dynamic that is out within the broader Saskatchewan society. And I just, I think for the record, I think for the record we all ought to take note of that.

So we haven't even come to the clause-by-clause analysis of this. The purpose, as I understand it, is to ask some broad general questions. So it is for the public record now been noted what the purpose of the individual, the member's questions, and as a result of that I'll certainly take counsel from my officials.

But what I will say before we go any further is, I will not be commenting — unlike that member — I will not be commenting on the case that he has just made reference to. I'm happy to talk about the legislation. I'm happy to talk about different elements of this legislation, but he — to paraphrase — he said, let's cut to the chase.

Well I think it actually speaks to the purpose of why we're all here, and that is to help strengthen and bolster this piece of legislation to make sure that it serves the people of Saskatchewan.

And obviously perhaps there's a different goal or specific aim in mind as those questions have been phrased. So I will take counsel from my officials, but I just want it on the record that something pretty significant has just happened here, ladies and gentlemen.

Again I will focus on a general comment or principle and I will not be commenting, nor would I suspect it would be appropriate for really any member of the legislature to be commenting on specific cases under way in Saskatchewan. But obviously I'll start with a very narrow response, and that is, under the scenario contemplated in a hypothetical case, that is quite specifically bargaining could continue as the essential service piece is considered.

Obviously my language has been selected very carefully and that is, could continue. It doesn't necessarily have to. And what does this do? This allows us to come up to some higher principles. The negotiations are actually between independent entities with high levels of autonomy. What we can point to again more generally is those entities within this hypothetical case are actually focused on a dialogue, an exchange of information, usually premised upon a desire to reach a certain agreement. What we can say is this is often defined or characterized by a point-counterpoint exchange, where clarity of positions and issues of compromise come into, come into the range of negotiations and discussion.

So on this what we can turn and say, again if we look at some of the principles in behind the question, we're dealing with institutions, parties, that have high degrees of autonomy, independence. There obviously is a dynamic within any negotiation, dialogue, an open exchange of information. There is a desire to reach a certain agreement and there's a point-counterpoint, give-and-take within the negotiations. So on that I'm hoping that that provides at least a general characterization for the member, as far as what this one clause, that is clause 6(1)(a) that I've spoken to previously and in this instance (b).

Mr. Iwanchuk: — Okay. Following up on that, then: if in the 90, 30-day period where the parties are negotiating, what thought was given to, in the health care field when you have each health region would have to negotiate its own essential services agreement? I guess you can see that as a question as well, one question. And well maybe we could just start there. Would each health region have to negotiate its own essential services agreement?

Hon. Mr. Norris: — Again I'm going to be taking, given my previous comments, I'm going to be taking any specific reference into a very general context. This is a very, very broad, hypothetical question and I will be addressing it without any specific sector in mind. This is about general dialogue, discussion, and deliberation, and so my comments again will not be focused on any specific sector within Saskatchewan.

Again, one of the key elements of this piece of legislation and it follows other jurisdictions in its modelling — and I'll actually take a moment to read out those jurisdictions — and that is similar to the federal government, Manitoba, Ontario, Quebec, New Brunswick, and Newfoundland. There is a requirement in this proposed legislation, well-founded, solidly researched, that the bargaining unit and employer negotiate specific essential service agreements.

This goes back, as I stated earlier, to one of the key premises of this piece of legislation, and that is this is an enabling document. The purpose here is to work to ensure that there are essential service agreements in place, negotiated between relevant employers and bargaining units well in advance of the 90-day threshold.

What does that tell us about this question, or an element to this question? That is, the premise holds. That is, between bargaining units and employers there is ample time even after the 90-day threshold for those negotiations to continue.

The second threshold is at 30 days. And that 30-day threshold is the opportunity for the bargaining unit to request from the employer the initial list of what the employer would consider essential. The bargaining unit then has the opportunity to review that list. Again the opportunity is there to review and negotiate, or to take that list with reference to the Labour Relations Board within the Saskatchewan context.

The significance of this is that the parties — that is, the employer and the bargaining unit — the onus is on each to actually come to a negotiated agreement about what essential services will be within a specific context. So that principle holds. And I think it would inform, again on a very general level, the question that the member has asked.

Mr. Iwanchuk: — Okay. I thought the question was simple because it was just a question of whether the health regions would be considered separate employers. I'm not sure why the minister is getting paranoid about that. But the end issue, the point I was trying to make here is we have quite a number of health regions in our province. This legislation is going to impact those health regions.

Perhaps you don't think it's worthy of an answer, a specific answer, but let me tell you, if you have around 200 classifications, plus or minus, in each health region, and you need to go over this . . . And if you think questions about how this legislation is going to work are not important — and impacts — and if you think it's all hypothetical like my questions last time about getting to the end, running out of time, and that all this is going to come to the labour board, and *Hansard* will show that I asked the question. *Hansard* will show that you refused to answer the question. I will try again.

I'm asking a question. It is not hypothetical. It is a question of will each health region . . . I give you another chance. Will each health region — because this will come back — will each health region have to negotiate an essential services agreement? Now you don't have to answer, but I'm giving you a chance to answer.

The Chair: — Mr. LeClerc has a point of order.

Mr. LeClerc: — I don't think it's fair to be calling a minister paranoid. I think it's insulting. I think it's an inference of somebody's mental capacity or a mental disorder. I think paranoid is an inappropriate term to be calling any member, especially a minister, in the answering of questions.

I understand there is a dialogue happening that the minister is talking about health services, wants to speak about it in the broad sense. You want to use health regions and their employers, and so there is a debate between the two of you going on about the definition or the broad . . . Well it's a point of order in terms of an insult.

The Chair: — Mr. LeClerc, if you could get to your point. Point of orders are to be made succinctly.

Mr. LeClerc: — Well the point is I don't think he's paranoid. I think the minister does not want to speak about health regions as a singular employer. If the opposition member wants to ask questions, I believe, about employers in general and leave the specifics out, I don't think the minister is paranoid, nor do I think he has an improper mental capacity as he begins to look at this.

The Chair: — Mr. Yates.

Mr. Yates: — Thank you very much, Mr. Chair. I'd like to respond to the point of order. Mr. Chair, I think it's important for everybody to understand what we're trying to achieve here as we get into more specific questions. The answers and the dialogue that we have around these questions formulate what the intent of the legislation is. And I think it's all in our best interest to have as much as possible a clear intent.

So when we're asking some of these questions that are more specific, there's no hidden agenda here. But if we can have a very clear intent to what the legislation means going forward, we don't have then challenges to it because it's ambiguous or challenges because it's unclear. A question — and I'm going to use slightly different language than my colleague — but a question asking whether or not each of the health districts are a different employer goes to clarify for people out there . . . and it could be used as a department, and each department is a different employer and government. It's just one of many different examples that could be used. The question being asked for clarification is so that those individual unions and employers understand how they have to proceed with these issues.

It makes a significant difference when we give that type of direction, so the Labour Relations Board knows and understands. That's part of our role, and we're all trying to get clarification here, and we're going to start going through the Bill very specifically, clause by clause, and it is for that purpose so that we all know what it means and so that we can move forward with it.

There isn't a hidden agenda, and I think that there was some concern that there's a hidden agenda here. There is no hidden agenda. The more clear it is, the less disputes we have, and as a result the more the public are . . . public safety's adhered to, the well-being of health care patients is adhered to — all the things we all want to undertake. So I think what . . . Maybe it was a bad choice of words, what the member was trying to say. There isn't a hidden agenda here. We do need to have clarification as to what is meant.

The Chair: — Order. Committee members, I thank both Mr. LeClerc and Mr. Yates for raising their arguments. A normal procedure in committee is for committee members and witnesses to deal with each other in a respectful and . . . [inaudible] . . . manner. I would urge committee members and also witnesses, whether they be the minister or officials, to respect one another. I feel perhaps the use of the word paranoid was right on the edge.

Also I would caution the minister with impugning motive of the members asking questions. I would ask that committee members co-operate, and we move forward in the examination of this Bill. I have stated in the past; it is the members asking the questions. It is their right to take as much time and use a language that is acceptable in debate to pose their questions, but also it is the right of the witnesses, the ministers, that appear before this committee to take as much time as they need to form their answer and use language that they deem appropriate to respond to the questions. And I would ask for all members of this committee to please co-operate and let us move forward in that manner. Thank you. Mr. Iwanchuk, you defer to Ms. Junor?

Mr. Iwanchuk: — Yes, I was going to.

The Chair: — Okay. Ms. Junor.

Ms. Junor: — Thank you. I just want to make a comment also because I've been listening to some of the responses that say we shouldn't be looking at particulars in this Bill. And there is a difference between a Bill being referred to a committee on first reading where we do look at the general intent of the Bill. When it's been referred at second reading, then you do get to look at the specifics of the Bill. So the questions do get to be, they do become quite particular and specific. So I have some of those.

The Chair: — Ms. Junor, if I could just respond. Yes. I agree with your comments, but I would also add this, that when a Bill is referred to committee after second reading, the general principle of the Bill has been debated in the House. And when it is referred to the committee, I believe it is inappropriate for the

committee to spend a lot of time re-debating what has already taken in the House — that is, the general principle of the Bill.

I believe it is our obligation and we've been tasked — this committee has been tasked — with dealing with the Bill in general terms, and we also can deal with the various clauses in the Bill. And we can deal with these clauses, and that has been the normal practice of committees to deal with, ask questions of specific clauses before we actually get to those clauses.

The difference is when we get to those clauses, the questioning and the comments will deal only with the issues pertained in the specific clause that is before the committee. So if we would follow those procedures that have been established in the legislative process and that has been customary in committees in this Assembly, I think we'll continue to make progress that we have made in the past. Ms. Junor.

Ms. Junor: — Thank you, Mr. Chair. My first couple of questions are following up on our meeting of April 17 when there were two issues I raised as questions, and both the minister and the deputy minister undertook to provide further information. I am not aware that we've seen that.

One of the questions was, which services were affected directly, which exact services were affected during the CUPE [Canadian Union of Public Employees] strike at the universities? And the second one was about the SUN [Saskatchewan Union of Nurses] denying essential services on two ICU [intensive care unit], CC [critical care] units. And I asked which of those . . . name the hospital where the units were. The deputy has said that she will certainly endeavour to get that information, and this is in *Hansard* of April 17. Both of those questions were asked and more information was promised.

Hon. Mr. Norris: — Thank you for the question. The time frame for the material on SUN, I anticipate that will be available tonight, this evening. And regarding the request regarding the effects of the CUPE strike obviously . . . and I think the member was actually at a public forum where the dean of Medicine noted that the effects are still being sorted through from the recent CUPE strike at the Royal University Hospital at the University of Saskatchewan. But we continue to endeavour to get some of the specifics that have been asked by the member.

Ms. Junor: — Thank you. My concern is that in many forums, I have heard the minister use the word 400 people a day being turned away from medical care during the CUPE strike. And this is the latest one, or the last one I've heard that I can find the recording of is March 17 in *Hansard*. "It's nothing," I quote, "It's nothing curious because 400 people per day were being turned away from medical care during the CUPE strike." So my question is, where did that number come from if you don't have more pertinent information or more particular information the way I asked the question?

Hon. Mr. Norris: — We'll endeavour to have some additional information shortly. But there are specific references, came out of some public commentary that was made during the CUPE strike. And we'll actually have, we'll have those to refer to here shortly.

Ms. Junor: — Thank you. Then I'll move on to something else that I asked that wasn't answered. I specifically asked about 7(2) in the Bill, where it says that ". . . essential services is to be determined without regard to the availability of other persons to provide essential services."

And in my experience — my real experience, not hypothetical — is that managers did much of the work that was deemed necessary, as well as other providers like LPNs [licensed practical nurse], paramedics. I'm going to use SUN because that's my most recent and most thorough experience, and always managers were used, out-of-scope personnel, other health providers like LPNs and paramedics, as I've said, and as well as doctors coming in, say in labour and delivery.

So I am wondering . . . I asked this about this specific clause and didn't hear an answer to the particular question. Does it negate using any of that, or does the affected union have to supply all the services that are deemed essential? And then we don't have what we historically have done in work stoppages, is use other personnel where appropriate.

Hon. Mr. Norris: — In reference to your question, nothing within the Bill precludes that. But that being said, it's between the two parties. There is nothing in the Bill to preclude the question as asked. That being said, again it goes back to a fundamental element of the Bill, and that is the negotiation between the two parties.

Ms. Junor: — Still looking at 7(2) and the wording as in the Bill, when it says it's to be determined:

> . . . the number of employees in each classification who must work during the work stoppage to maintain essential services is to be determined without regard to the availability of other persons to provide essential services.

That doesn't equate with what you just gave me.

Hon. Mr. Norris: — I appreciate the question, but the point holds. That is, the parties will work through the list — employer drawing it up, the bargaining unit having access to it. The point, as I was making, was nothing precludes that from others. And I think the term, would the term be, being, quote, "good Samaritans" and actually helping and participating. So my point holds. That is, nothing precludes it.

That being said, your point of reference relates to the specific lists. And the lists are for the two parties — that is, the bargaining unit and the employer — to actually work through.

Ms. Junor: — I don't see it that way. I see it being quite clear that there is no opportunity for another person to do the work that the employer has deemed to be essential in that classification. And I guess we'll have to agree to differ on that because I don't see it the way you're explaining it, and I think the way it's printed and the way it's crafted will exclude any out-of-scope manager.

And I don't think good Samaritan works either because people that do the work — out of scope or other personnel — during a work stoppage or a strike get paid. So it's not good Samaritan. They get paid to do it. And most of the time it's at double time

or overtime rates.

So I think I'll just move along to my next question then, unless you have some other comment. The clause 14, it says, "No essential services employee shall participate in a work stoppage against his or her public employer."

So I'm assuming then, that if you're deemed to be essential and you're named and you have to come into work, you would not be working non-stop. So if a strike lasted for 10, 20 days and you're an essential service worker named in this agreement or by this legislation, you must have some days off. And then I would assume you are entitled to do whatever you want on your days off, so you could participate in a picket line or whatever. Is that correct?

Hon. Mr. Norris: — Again we go back to the notion of the lists. This is the significance of the negotiation between the bargaining unit and the employer and, you know, and the significance of each party having input. The reference being to the LRB [Labour Relations Board] and that addresses how the lists are drawn up. The numbers within specific classifications obviously would . . . this issue would be part of those deliberations.

But if your question, if I've understood it correctly . . . what it is that individuals are to do on their own time? Is that the nature of the question? So what it is that individuals are to do in their own time within the Canadian setting? Well I guess the notion is, thankfully we live in a country where individuals can do what they will during their own free time within the parameters established by the society within which we live.

Ms. Junor: — So thank you. As I want to make it really clear on the record that an employee who's designated to be essential and fulfills the duties that are required of him or her — as a policeman, a paramedic, a nurse, whatever it is — and has a day off, will not be punished by the employer by appearing on a picket line.

Hon. Mr. Norris: — What it is that an individual does within the Canadian context on his or her time off, you know, again thankfully we live in a country where we have fundamental freedoms — freedoms that are recognized by the Charter and by legal statute. And obviously there are rights and responsibilities that come with the use of a person's individual time, and those broader parameters would define what a person would do.

Ms. Junor: — Okay. I just want to have that on the record so that people will understand during a work stoppage what they're entitled to do on their days off.

I'm looking at the proposed House amendments. And just as a general question, you mentioned the last time we spoke about these then that they were . . . I think there's five of them and three were informed by unions. And could you tell me again which of the clauses were actually informed by unions and which unions?

Hon. Mr. Norris: — What I'll say as a preface to that, consistent with our approach that we've taken, we're certain . . . I'm happy to walk through the amendments and make general reference. But no, I can't see the relevance of making specific reference to what individual stakeholders were requesting. And that's consistent with the position that we've taken all the way through.

Feedback has been received from right across the policy community. Those sessions were held in confidence. Some stakeholders have gone out publicly to the media and to other venues and offered their views. Others have kept their views . . . well they've taken their own counsel on them.

And so I will just simply say that certainly it was a rich dialogue. It began with 84 letters being sent, as I have said previously, letters of invitation. It led to considerable feedback. The immediate feedback led to 100, nearly 100 individuals meeting with either myself or the deputy minister. We had over 80 substantive responses to that.

And so we'll go through the specific amendments, and I have those, and I'll make reference to them. But again regarding issues of privacy, I feel compelled just to be able to identify the general direction from which they came. And I think that should probably be sufficient unless directed otherwise by the Chair.

Ms. Junor: — Thank you. I understand your point about naming the unions, but you did bring it up yourself that three of the clauses were inspired by organized labour. So can you just tell me again the three clauses?

Hon. Mr. Norris: — Yes. And I'm happy to walk through them.

Ms. Junor: — No. Just tell me the numbers. I'm okay with that.

Hon. Mr. Norris: — Actually, Mr. Chair, if I may, I think it may be beneficial to actually read through elements of this, especially for those watching perhaps for the first time. And I think that's appropriate, with your earlier comments, that I'll go through this.

Amendments to Bill 5, there are five amendments that are proposed. The notion broad characterization is actually to clarify and strengthen the intent of the legislation. Again, the element here is to assist all parties, not just members of the legislature but various stakeholders right across the province, better understand their rights and responsibilities under this legislation.

Clause (c)(2) offers a clarification. I'm sorry, it's clause 2(c) offers a clarification. That is essential services prescribed for the Government of Saskatchewan must meet the same criteria as for other relevant employers. The goal there was that it helps to set the parameters and just reinforce the significance of the four criteria. And that criteria relates to obviously elements of protection of life, property, the environment, and the functioning of the courts. A question has been asked about the functioning of the courts. An example would be where the protection of children comes into play and that's a key element.

Clause 2(i). This is in . . . Clause 2(c) just for the record certainly was informed by and enriched by input especially from organized labour.

Clause 2(i). Really what it does is restricts the parameters or the boundaries of which employers would be considered those either public employers or those offering specific public services, while maintaining a flexibility to add employers that provide essential services to the public. So we can see this narrowing. I informally refer to this in reference to a comment by some within organized labour they turned — I'll paraphrase — and said in December when the Bill was first tabled, well even IPSCO or related firms could be included under this. And this is to offer reassurance, it's what I call IPSCO's out. So that's again, that has been informed by labour.

Clause 6(2). This is a notion that the employer will begin with a list of essential services but there is still room for negotiation. And this is what I have come to call the consideration clause. That is, we've inserted the term that the employer would offer what that entity considers to be essential. Again that's been informed by feedback that we had from organized labour. So those are three.

Clause 9, what we see here is essentially the opportunity to adjust the numbers that would be on any list, pre-approved. The significance here, and this season's a good one to be mindful of as we sit and see the, if you want, seasonal swings of our climate, and that is potential labour disruptions being considered, let's say, within the context of February or March, it may change considerably by the time we hit May or June.

And so we see that and what we see as well, clause 19, some clarification. And this was seen as simply being prudent and that is making sure that it's stated explicitly that the authority of the Labour Relations Board as it pertains to this Act.

Those are the five amendments, three of which — clause 2(c), clause 2(i), and clause 6(2) — were informed by and I think enriched from our consultations and the feedback we received from organized labour.

Ms. Junor: — Thank you. That was useful because it's interesting to have on record that you wouldn't comment on a specific union's issues when asked, but you will comment on a specific business, IPSCO, being excluded.

My last question is, when you talked about this legislation coming forward in December, has anybody — I'm going to ask specifically — has the North Saskatoon Business Association seen any draft of this legislation or any of the proposed wording before the November 7 election?

Hon. Mr. Norris: — I certainly appreciate the question. It's reminiscent of earlier questions that have been asked by members of the official opposition. Public consultations surrounding this Bill took place after the Bill was tabled, and so I think that goes to answer the question. That is, this Bill was drafted by the Ministry of Justice. It's on the public record through questions asked from the official opposition that between Bills 5 and 6, I believe the number's 10 Justice lawyers were involved in the drafting of this legislation, and . . . well between the two pieces of legislation. And, you know, from there I'll let the member expand on her question if she so chooses.

That being said, I will just respond to the notion of naming a company. That was in specific reference to what I would call unfortunate fearmongering that occurred as the Bills were being tabled in December, and so it's in specific reference to a comment that was made . . . [inaudible interjection] . . . No, actually I'm happy to have that debate. But it is just to turn and say that the context within which we were offering that, it was not ours to start.

Ms. Junor: — Interestingly enough, when I was phrasing my CUPE question, I didn't want to use the word fearmongering, because I thought, given the context of your comments, Mr. Chair, it would be disrespectful. So I did not use it.

My question then was to you about, has North Sask Business Association seen the draft legislation and you said no. Had they seen any proposed wording of the legislation? The answer would still be no? And that's prior to the November 7 election.

Hon. Mr. Norris: — As I've said, the drafting of this legislation occurred within the Ministry of Justice.

Ms. Junor: — So I'm saying the answer is no, the North Sask Business Association did not see any proposed wording? That's what I'm getting from you.

The Chair: — Mr. Hickie, if you have a point of order, I would appreciate you make it very short and succinct.

Hon. Mr. Hickie: — Thank you, Mr. Chair. Just a question. Is . . .

The Chair: — It's not appropriate to ask a question. Ms. Junor has the floor. If you have a point of order, please raise your point of order.

Hon. Mr. Hickie: — I don't believe it's proper or necessary for a minister to in fact respond to a question that predates his position and swearing in as a minister.

The Chair: — Mr. Hickie, I don't take your . . . Your point of order is not well founded. Ms. Junor, continue with your line of questions.

Ms. Junor: — Okay. To Mr. Hickie's point of order, just to speak to what he's getting at. I think that the question is, before the election the members were in opposition and were out visiting with people and talking about issues and getting a platform ready. My question was, did the North Sask Business Association see any proposed language?

And I'm going to ask it of the chamber of commerce and the Canadian Federation of Independent Business the same question because I have heard rumours that the proposed language of this Bill was seen by people in the business community. And I want you to tell me on the record that it was not.

Hon. Mr. Norris: — I find the premise of the question resting on rumours to be most interesting. I find the timeline, that is, on a date prior to November 7, that is, while there was still an NDP [New Democratic Party] government in power, that is, you, then if I have understood the member's question further, another element that we'll unpack here.

We'll actually deconstruct the question, that is the assumption being that — and I'll paraphrase — I was in the official opposition. Mr. Chair, I think it's pretty clear, at least for the people of Saskatoon Greystone, that I had the privilege of being elected on November 7. To further the point, if the member is asking me about conversations that were held prior to November 7 in a free society about any issue, well I can only say that this is a very, very sweeping question.

So here's what I can say. I can say that within Saskatchewan, given its rich political heritage, given the diversity of the civil society within which we live, I can turn and say I'm certain that people have had all kinds of conversations, all kinds of discussions. But if she has a specific question that's founded on something more than rumours, then I guess we can begin to address this. But a question that rests on rumours, a question that then turns and says, what happened before November 7 — that is, while she was still in government — and how do I account for conversations?

I was elected on November 7. I had the privilege of working at a very fine institution within Saskatchewan called a university. And what I can guarantee is a lot of people talk about a lot of things in institutions like that, just as they talk about a lot of things in union halls. They talk about a lot of things around various corporate tables. They talk about a lot of things when they're done cutting their lawn or shovelling their sidewalk.

I guess the line of questioning is at best curious. And, Mr. Chair, if . . . you know, there's something more that can be added along this line of questioning. For the record, this legislation was drafted by the Ministry of Justice in consultation with obviously officials within the ministry I have the honour of serving and officials within Executive Council. That's not new news.

Mr. Speaker, once again we go back to an area, you know, where do these ideas come from? Where do these ideas come from? Well I won't retrace where ideas about the good life come from, but I'll turn and say that obviously . . . And this is actually written in *On the Side of the People*, Jim Warren's book, award-winning book. He actually brings up essential services towards the end of the last chapter. And when we come back, I'll have the specific page and reference. So it was being written about. It was being talked about.

And I don't know, Mr. Chair, how much more information I can offer or how much more accountable I can be than to turn and say, we've offered 10 individuals who were involved in the drafting of this within the Ministry of Justice. They did it in consultation with our ministry and Executive Council and, Mr. Chair, from there I hope we can move beyond rumours.

The Chair: — The Chair recognizes Ms. Morin.

Ms. Morin: — Thank you, Mr. Chair. Just to add some clarification because there seems to be some confusion. Given the information that we've received so far in this committee and also Bill 6 — and forgive me if the information is starting to get a little confusing as to when things started, you know, being drafted, etc., because the two of them seem to be going forward hand in hand — it has been, it's already been confirmed in committee that Kevin Wilson was part of the advice and research on these two Bills.

Given that the minister doesn't have the ability to tell us who was aware of these Bills in terms of the discussion process, the potential pre-drafting process, we've already given the nod from the opposition that we'd be more than willing to have Kevin Wilson appear before this committee and be sworn in and be able to answer some of those questions.

The question I guess the opposition members would have now is, would you bring Kevin Wilson to committee for this evening, so that we can start getting some of the clarifications on some of these questions? Given that the minister doesn't have that information, and given that Kevin Wilson, who was part of the advice and research team to the minister, would be able to probably answer these questions, would you bring Kevin Wilson in this evening?

Hon. Mr. Norris: — Mr. Chair, I reject the premise of the question, the questions that have just been offered, one asking about any dialogue prior to November 7 and a connection to Kevin Wilson. Mr. Wilson is a very respected legal practitioner within Saskatchewan. He has offered to me and to our ministry advice and offered research that he's undertaken, but the question here is actually pretty significant.

If I understand it correctly, would Kevin Wilson be able to offer more insight into this initial question than I have just asked or responded to? I find this a very troubling question and here's why. I find this to be a troubling question because what we've seen is absolute professionalism from Kevin Wilson. And the question that's just been asked has the potential to actually mar his professional reputation. I hope that wasn't the intent because there is the real potential here, if we think about what this, the question as it's come up.

I want to be crystal clear on the chronology. The Ministry of Justice drafted this legislation. That's been offered through written submission. New government, as the former government . . . And we can actually go through and I'm going to do this in a little bit of detail to offer a comparative reference point. All governments draw on expert advice.

I want to be crystal clear on this point. The service that Mr. Wilson offered to our ministry only began long after I was sworn in. And that's important; it goes to the heart of the question.

Let me offer some reference points. It's not, as I've said, it's not uncommon for governments and ministries to seek outside counsel on specific issues. As I've stated before, the Ministry of Advanced Education, Employment and Labour retained Mr. Wilson to provide research and advice on matters concerning, especially, labour legislation. That occurred, as I've just said, only after I was sworn in. This isn't unique.

The previous, the previous government from '03 to '07 — and I won't get into specific details but — offered the same law firm over $5 million. What we've seen — and this can be found in public accounts — that the former government, and I'll go year by year, but the overview will between 2000 and 2007, spent over $14.5 million on outside legal advice. In 2000-2001, it was over $400,000. 2001 to 2002, it was over $1.8 million; '02-03

over $1 million; ’03-04 not quite $3.5 million; ’04-05 almost $4 million; ’05-06 nearly $4 million; ’06-07 over $3 million.

In addition to that, an individual that has a high degree of familiarity with many of the members of the official opposition — and I will not say his name — but I will just simply offer that there was a bill as he was involved in Fishing Lake, in Waldsea Lake, that went well north of $200,000. Another individual that was involved with the provincial Forestry Secretariat and was paid for 13 months worth of work, $415,000.

So it’s not to turn and say that those . . . It’s not to pass judgment on those; that’s for others to do. But it is to turn and say I’ve offered reassurance, I’ve contextualized the fact that Mr. Wilson offers advice and research — very solid work.

As minister I speak on behalf of the ministry. I’m here to have dialogue, deliberations about the two proposed pieces of legislation. In this instance what we’re looking at is the essential service Act. And I will simply say that Mr. Wilson’s professionalism is beyond reproach. It’s beyond reproach. He’s a fine, upstanding, professional citizen and any connection . . . I’m not certain how these two questions became blurred for the official opposition.

The first question related to rumours. A question about what had happened before November 7, Mr. Chair, asked what I had done — I’ll paraphrase — as the member of the official opposition. I was delighted to win the seat as an MLA [Member of the Legislative Assembly] and I’m honoured to serve on behalf of Premier Brad Wall. But given the very, very unstable premises of the first question and the connection or brushing up with the second question that would somehow bring Mr. Wilson’s name into that first question, well I’m not certain what more I can say to help clarify our position on this.

Ms. Morin: — Well let me be very clear that the opposition is under no circumstances trying to smear the good reputation of Kevin Wilson. Kevin Wilson has earned his reputation doing the work that he does, and I’m sure he does it with great passion. And there is absolutely no intent on the opposition to do so. So quite frankly I have to say that I’m a wee bit insulted that that would be the inference that the minister makes. However, let’s just concede and move forward.

The question speaks to intent. And we are somewhat at a loss to understand when the minister says he’s not aware of this legislation — and please, if I’m paraphrasing this incorrectly — but the minister says that he’s not aware of the legislation prior to being sworn in as the Minister Responsible for Labour. If that’s the case, then it causes confusion in the minds of many individuals — myself included — when we have all sorts of quotes from the current Minister of Health who says, quote, “I don’t think we need to get to legislation. I don’t think we need to go there at all.” And that’s on October 1, 2007.

Then we have a quote from the Premier himself on September 22, 2007, just shortly before the writ was dropped, saying, quote, from the *Leader-Post*:

> Saskatchewan Party Leader Brad Wall renewed his call for government and unions to forge agreements outlining a required level of essential services.

Quote:

> “There’s some common sense at play here that simply says before collective bargaining begins, before the expiry of a contract, both sides (should) sit down and agree to providing essential services,” Wall said.

And I mean I could go on because clearly there’s quotes from the former leader, Elwin Hermanson, as well, saying that deals should be negotiated and doesn’t think that legislation is required. So it causes confusion, Mr. Minister, when we know all of these thoughts were — how should I say? This is what’s being said publicly.

And yet the minister himself has said on December 5, 2007, quote, “We have given it quite thorough study.” We’re not sure where that study came from. I mean, it couldn’t have happened just from the time that the minister was sworn in to the time that the legislation was tabled because that’s an incredibly, incredibly small window.

So what we’re saying is, is if there were individuals who were hired, such as Kevin Wilson — maybe we should use that phraseology — which is the only person we have confirmed so far who was hired to provide advice and research, then clearly this would be somebody who would be able to speak to the intent of the legislation when it was being drafted. And that’s why we are calling on the minister to have Kevin Wilson appear before the committee so we can potentially speak to some of the issues of intent when the legislation was being drafted.

That is what the opposition is looking for. There is nothing nefarious. There is nothing demeaning or insulting to Mr. Kevin Wilson. It is simply for us to ask questions about the intent of the drafting.

Hon. Mr. Norris: — I appreciate greatly the clarification, and it’s very helpful. What I’m happy to say is — and again it’s already on the record — Mr. Wilson began his work with the ministry only after I was sworn in, so he would have little to offer as far as the question.

I think what’s important . . . We’ll go back to January ’07 to *The Globe and Mail*, and I think this has been distributed to the committee members. Okay. It’s been confirmed by one of my esteemed colleagues. He’s got it.

Joe Friesen, writing for *The Globe and Mail*. The title, “Sask. opposition pushes for essential-services law.” The subtitle, “Snowplow operators’ strike raises concern about public safety during work stoppages.” I’ll just read a couple of paragraphs here for the record:

> Saskatchewan’s Opposition Leader says it’s too easy for the province’s public-sector unions to hold the public hostage during a strike.
>
> Brad Wall, leader of the Saskatchewan Party, says it’s preposterous that Saskatchewan doesn’t have essential-service legislation to ensure public safety in the event of a work stoppage.”

So what we see is, you know, obviously within the context . . . The context was within which SGEU [Saskatchewan Government and General Employees' Union], there was a labour disruption. There was an impending threat of a storm. And obviously there were very grave concerns about public safety.

The notion that we were less than clear was addressed by my cabinet colleague, the Minister of Health, December 7 within *The StarPhoenix*, reported by James Wood, quote — and this is about the Premier — "But Wall said legislation has always been an option, despite calls by other Sask Party MLAs . . ." Now what he did go on to note, that there was — and the title here is actually very helpful — is that the Minister of Health misspoke. So this was offered as a corrective. It's been under consideration.

Now that I understand the context of your question, that is, how does essential services come up? Obviously going back a year, the official opposition begins to look very carefully. But more relevantly is that we see the CUPE strike helping to actually focus the attention of the people of this province and of the politicians. Obviously public safety was a key factor.

Now what can we learn from, what can we see from the CUPE strike? We can see that the essential service element of that labour disruption, that in the opening days of that labour disruption there was no agreement on essential services. The two parties remained far apart.

Now had there been opportunities previously for those two parties to negotiate on their own an essential service agreement? Yes, I believe there had been. There had been many opportunities, but the fact is they had hit that point. A labour disruption was under way. And the essential service piece was in play. Severe disruption of health services within this province occurred. Out of that, obviously, we begin to see a much greater focus on essential services in Saskatchewan.

Dean William Albritton, at a forum attended by one of the members from the official opposition among many others, turned and said, they're still sorting through, paraphrased, they're still sorting through the disruptions that occurred during that CUPE strike.

There is reference, and the member has paraphrased a little bit . . . It is curious and I'm happy to actually draw some attention to it. That is within a recent report on Bill 6 issued by Jim Warren says:

> Strangely, Rob Norris the newly appointed minister for the reconfigured "Ministry" of Advanced Education, Employment and Labour claimed he knew nothing about the contents of Bills 5 and 6 at the time of his swearing-in.

Well that's, you know, one can turn and say upon being a minister, upon having the honour of being sworn in as a minister, there is frankly nothing strange about that. So the question obviously has surfaced in this criticism of the Bill.

Elements of it are actually very helpful. I'll give you a couple of examples of that. One would be on page 19:

> And the Calvert government, embarrassed by high work related injury rates, did increase OHS inspections toward the end of its mandate.

That's a helpful insight. Another insight:

> The efficacy of labour standards continued to be eroded under the Romanow and Calvert governments by the granting of exemptions to employers, allowing them to ignore certain minimum standards. Before its 2007 defeat the Calvert government's Department of Labour had allowed for 1,250 such exemptions.

Important insight.

Returning to the question at hand, obviously what we've seen is a continued quest for the roots of this legislation. The gap is so obvious, daunting. Saskatchewan doesn't have essential service legislation. Almost every other province in the country does. The only other province that doesn't is Nova Scotia. My colleague in Nova Scotia, I've asked him about that. Why not? Why not? Why aren't you moving forward on yours? Well they've got a minority government. Who might be holding it up in Nova Scotia? Who might be holding it up? Maybe members of the NDP there. What we're doing is we're moving forward on this piece of legislation.

Page 20 of our campaign document that we campaigned on said that we would ensure essential services. On that mandate, a significant majority came into power at a time of a labour disruption successfully concluded. Unfortunately it went on as long as it did but concluded. And as we went into our first sitting, the quickest turn around of any government out of an election into the legislature in the history of this province, and the Premier made it very clear; he said essential services are a priority. Why? Because the health and safety of the people of this province is a priority. That's where it comes from. It comes from a commitment to move forward with the health and safety of the people of this province. It was in our campaign platform. That's where you can see it

Now its roots — and I won't go all the way back — I'll just turn and say it's rooted in a notion of the good life. Elections offer a very unique opportunity. And that is, although distilled and peculiar in our own context, there is this notion of here are competing priorities. This is about competing priorities. One party said they wanted universal drug care. Now we know that one of their election chairs couldn't figure out where that came from, but they said that was maybe an idea. We had a different version. We said let's make sure we're covering kids. Let's make sure we're covering kids.

Mr. Chair, the relevance of this question actually offers us an opportunity to reflect on notions of public safety and security within contemporary Saskatchewan. That focus, that provides the roots of this legislation.

Ms. Morin: — Thank you, Mr. Minister. I think you've just made my point, and that is there is no question that everyone in this province wants to feel that they have a safe environment in which to live and work. Absolutely no question.

This government . . . I mean the former government, the NDP

government was clear on that issue as well because when there were situations where it was truly a concern about safety, there were workers that were legislated back. And those aren't pleasant situations, but ultimately that is a measure that a government has and is able to use.

However negotiated, agreements with respect to essential services are always the best case scenario in terms of a harmonious labour environment, whether that is in terms of what the environment is at currently when the workers are negotiating these agreements or after the contract has been ratified and those workers are back to working towards, you know, the deadline of the next contract.

One always wants to pursue harmonious working relationships with workers and employers. It is something that is actually desired. Clearly your members of government recognize that as well, or they wouldn't have made these quotes.

And yes I mean, now we're . . . I mean it's being said apparently — I heard that for the first time just now — that Minister McMorris misspoke when he said that it shouldn't have to be in legislation. But that would then mean, Mr. Minister, that the Premier misspoke because he had made that quote as well and so did Mr. Hermanson. Well you're shaking your head, but I can repeat those quotes to you as soon as I dig them up here quickly. Thank you. Apparently my colleague has them handy as well.

But on September 22, 2007, the current Premier said that he's renewing his call for government and unions to forge agreements, outlining a required level of essential services. Quote:

> "There's some common sense at play here that simply says before collective bargaining begins, before the expiry of a contract, both sides (should) sit down and agree to providing essential services," Wall said.

So the point is . . . [inaudible interjection] . . . Well and would you like to hear . . . Mr. Hermanson, the former leader of the Sask Party said, July 12, 2007 — same year, just before the election — Hermanson said, and this is a quote from the *Leader-Post*: "Hermanson said the deals would have to be negotiated and he doesn't think legislation is required."

I can't for the life of me understand why so many people in prominent positions in your party would have misspoken. It just doesn't seem proper, so what I'm saying is, is that there's no one, whether it's the opposition or the current government, that is going to say that providing a safe environment for everyone to live and work isn't an absolute, essential component to our lives. But there is ways to do so that isn't taking away complete freedom of collective bargaining the way this essential services legislation is currently doing.

I mean the essential services legislation, as it currently stands, is saying that there is potentially no end in sight — potentially — if an employer deems 100 per cent of the workforce as an essential component of those services that need to be provided. So what, what motivation is there for an employer to potentially come to the bargaining table outside of an unfair labour practice for not bargaining in good faith? We all know what that's all about. But what motivation is there to truly find a settlement in terms of bargaining when there is an unequal balance at the bargaining table, which there clearly will be when the workers have no means of applying any type of pressure on that settlement to take place?

And I know this is a very long-winded question, Mr. Minister, but with all due respect, we're having difficulty getting simple questions answered, so I'm going to blue sky a bit myself here so that we can get to the intent of why the legislation was required to begin with when clearly your own leadership — prior to the election and literally within days prior to the election — didn't feel that it needed to be legislated.

Hon. Mr. Norris: — What I will say is, is actually the quote attributed to our Premier actually foreshadows exactly what the legislation does. So there's nothing in the quote that you've offered from then leader of the official opposition Brad Wall, now Premier Brad Wall, that would have precluded legislation. In fact it actually foreshadowed. As for Mr. Hermanson, he's not part of this government and, and I can't speak to that quote. I'm not certain of the context, but I'll just turn and say, he wasn't re-elected because he didn't run again, but there's nothing within the quote regarding Premier Brad Wall's statement that would preclude legislation.

But let's unpack this a little bit because I think we've just had a bit of a case study here on labour relations as envisioned by the NDP. And we'll have to check *Hansard* on this, but there was a notion that there is obvious and shared attachment that we all would have to notions of freedom when it comes to collective bargaining. We heard that I think.

Then suddenly . . . And we'll quote one of the members, and it's available in *Hansard* and we'll dig it out if called upon to. One of the members has used the term sledgehammer. Another one of the members has turned and said, echoing what we've just heard, legislate individuals back to work.

Now this is interesting: notions of freedom, notions of sledgehammer, a very heavy-handed public policy instrument. I'll actually, I'll read these again. Member from Saskatoon Meewasin:

> This is not a debate, Mr. Speaker, about essential services. We have had back-to-work legislation in the province of Saskatchewan. It's been brought in . . . [And he goes on to list various governments.]
>
> Sometimes services are deemed to be essential, Mr. Speaker. They are essential and they have to be performed and they cannot not be performed . . .

I would refer to that as a kind of double negative, but I don't want to be niggling:

> . . . cannot not be performed because there is a work stoppage or there is a labour disagreement at the time. That's almost not a debatable principle, Mr. Speaker. It certainly can't be debated by, seriously, by any party that's formed the government in this province because all those parties in government have had on occasion, when necessary, when pressed by necessity, to bring in what's

> called back-to-work legislation that recognizes that certain services are essential.

The member from Regina Coronation Park, in reference to this legislation says, "I think this legislation is again a new government with a one-tool tool kit, [a one-tool tool kit] and that one tool is a sledgehammer." What we're actually doing here with this piece of legislation is, actually the intention is to move away from one tool. It's actually to provide an opportunity to enable the parties to come to their own agreement about what's essential.

It's moderate. It's moderate because the right to strike is guaranteed. It's moderate because of its narrow focus, and it's moderate as drawing on best practices from other jurisdictions in Canada that I've already read and gone through, because the reliance here is on negotiations between the two parties. What we're actually doing is encouraging Saskatchewan to move to a different time in labour relations history where the right to strike is balanced with public safety, where those offering chemotherapy don't have to shuttle between Saskatoon and Regina, where kids can get care — because that was one of the areas affected by the recent CUPE strike, pediatrics — where we can see that during or in preparation for impending storms, those highways are going to be cleared.

What we've heard from the official opposition is — and I'll paraphrase — everyone in this province wants to help guarantee the health and safety of the people of this province. This instrument, this public policy instrument is actually far more nuanced than the reference to back-to-work legislation.

It leads to the next question in the series of questions. But before I get to that overarching question and the overarching question remains . . . is that the scenario that is brought up by the member and not alone and not unreasonably . . . what happens if 100 per cent of employees are deemed essential by the employer? Let's look at this.

There's a notion of unilateralism here. That is, one entity — the employer — has the ability and authority to simply act on its own accord to draw up the list. And if that was the case, I'd even share your concern.

But that's not the process. The process that we have here is actually about the opportunity, 90 days out, to have the two parties come together and come by their own accord to say . . . long before any labour disruption for the bargaining unit, the knowledge that they have agreed to and will work within the parameters of what that will be, but still be guaranteed the right to strike — that remains.

For the employer to have some sense that there can be some continuity, not for the employer's sake but for the third stakeholder, the people of this province.

Based on the criteria outlined by the member . . . She was articulate and passionate, and this has been very, very helpful because it actually identifies a significant challenge that she and her colleagues on the official opposition benches are going to have to work through here.

Let me get this, if I can paraphrase it. Premise one, the health and safety of the people of this province is a shared priority. Premise two, we want to encourage and help foster as possible harmonious workplaces. Premise three, according to the official opposition . . . well I guess if that doesn't work, then we'll just go back to the way we've always done things, and there's only one instrument, a very blunt instrument.

We see it differently. Premise three for the government is in fact this essential service legislation, informed through consultation with stakeholders from right across the policy community, offers an opportunity for Saskatchewan's people to be protected in ways that they're not right now, in ways that we are obviously part of a yawning gap in public policy.

So I appreciate the question. I appreciate how it was laid out. It's to turn and say we can reiterate; it's the process. The process is actually meant to encourage and ensure public safety, and it does it in an instrument that is familiar to most Canadians. That's why we're moving forward on this piece of legislation. And I appreciate the question.

Ms. Morin: — Thank you. Then I'd also just want to add that there are other provinces that have this legislation that have other nuances to having essential services legislation. They have for instance anti-scab legislation attached to their essential services legislation. Or they have for instance binding arbitration agreements attached to their essential services legislation.

But having said that, and that was just a point of information from that September 22, 2007 *Leader-Post* article that I quoted about the current Premier renewing his call for government unions to forge agreements outlining a required level of essential services. And he says, quote:

> "There's . . . common sense at play here that simply says before collective bargaining begins, before the expiry of a contract, both sides (should) sit down and agree to providing essential services," Wall said.
>
> [It goes on to say, quote] "There's some services that need to be provided . . . " [and then] added Wall [at the end of all this] who contended legislation wouldn't necessarily be required to set out essential services.

So perhaps, Mr. Minister, you can understand where the confusion comes in for the good people that have contacted us. I have now over 2,550 email and letters because it's gone up by 30 since I gave you the last list of emails and letters that I received in my office. It's gone up another 30 to this point. But there are a lot of people that feel like they didn't have that information at the time of the election because of what the leadership was saying.

So I will have to, I guess, agree to disagree with you. My colleague, Kevin Yates, has some questions to continue on with.

The Chair: — I recognize Mr. Yates.

Mr. Yates: — Thank you very much, Mr. Chair. I'd now like to go to a specific clause in the agreement under interpretation, clause 2(k). It says:

> **"work stoppage"** means a lock-out or strike within the meaning of *The Trade Union Act*.

Now in providing essential services to the people of Saskatchewan — which I think is a shared desire that we want to protect the citizens of our province — the way this is written, an employer could lock their employees out and then require them to provide essential services. Could the minister give me his interpretation as to why lockout was included?

Hon. Mr. Norris: — Thanks very much for the question. The question as I understood it relates to work stoppage. And that is the goal is to protect essential services regardless of who's engaging in that job action. So there's a notion, a pretty significant notion of balance here. Again it reflects that notion of balance that is embodied within the legislation.

We see that again the enabling premise is that it will be the relevant employer and the bargaining unit that actually comes together and that they work through to the agreement. So this is a reflection of that.

Mr. Yates: — Thank you very much, Mr. Chair. In a normal labour relations environment a requirement to provide essential services if the employees walk off the job, I can understand. But in an environment where an employer locks you out and tells you, you can't come to work and then goes and puts in place an essential service provision saying you have to come to work, it's difficult to square that circle, particularly when we're dealing here with public employers, people who are funded by public dollars — whether it's at a municipal level or directly by government.

And it seems to be a little . . . And I will give it, it appears in the Manitoba legislation and in others. But if you sit back and look at the concept where an employer can say, you can't come to work and then say, you have to provide essential services, I think that goes against the spirit of the concept of, you know, protecting the public, when the employer's saying, we don't want you to work, and then we're saying, you have to work.

Just wondering how you square that circle.

Hon. Mr. Norris: — I appreciate the question. Well the premise here is again on that balance of public safety. You're correct. I mean, obviously the Manitoba model still in force under the NDP in Manitoba, that's the direct inspiration of keeping this in. The broader element, I'll have Mary Ellen actually speak to it. But, you know, the goal is to protect essential services, again regardless of who's taking a lead on the specific labour action. Mary Ellen.

Ms. Wellsch: — I think, Minister, that you have summed it up quite nicely, is that under The Trade Union Act either side has the opportunity to exercise their right either to engage in a strike or a lockout. And it would simply be unbalanced to apply the essential services legislation in one case and not the other.

Mr. Yates: — Thank you. Thank you very much. Mr. Chair, in providing essential service . . . And I don't know if this has been thought through. I would challenge, I guess, that it creates balance when you in fact tell your employees, you can't come to work and then tell them — certain employees — you have to come back, provide minimal services. When you're dealing with a public employer — and this particular piece of legislation deals only with those who are either direct public employers or funded by public dollars — to say, you can't come to work and then some people have to come to work could be used as a tool to balance budgets; not saying it would, but there are provisions or possibilities here that I don't think are in the public interest.

And I don't think particularly it'd ever be used that way, but it does leave having the word in there where it probably has little or no real need for lockout to be there because I don't see a situation in all the experience I've had, and I don't think the minister could probably provide me one either where you'd actually see a public employer lock somebody out and then expect them to provide essential services.

But having the word in there leaves the perception of the legislation that probably isn't required or healthy.

Hon. Mr. Norris: — Thank you very much for the opportunity to explore this a little bit further. I appreciate the question. It does relate to the balance. If I'm not mistaken, in experience when the official opposition was in government from 1999, it reflected the essence of both lockout and labour action. So this is familiar territory for the members of the official opposition.

Again drawing on the Manitoba experience, the key here relates simply to that notion of balance. And if I'm not mistaken, Mary Ellen, there's actually another clause regarding obligations of the public employers that also helps to elaborate on that.

Ms. Wellsch: — Thank you, Minister. The minister's referring to clause 13 of the Act, the obligations of public employers:

> No public employer shall authorize, declare or cause a work stoppage of essential services employees.

And so that means once you have your agreement or your list and certain employees are declared to be essential, then those people cannot be locked out. The implication is that the other employees who are not on that list can be locked out.

Mr. Yates: — Thank you very much, Mr. Chair. If you sit back and think of that concept, though, you're dealing with a public employer. The employees haven't withdrawn services. You're going to lock them out, and the essential service employees would have to remain. Could the minister give me a reason why a public employer in Saskatchewan would want to do that, and (b), is his government prepared to do that?

Hon. Mr. Norris: — Well I think in answering that question, what we can do is look back and say certainly the previous government in 1999, the SaskPower strike, so there was a lockout and then they were legislated back to work. So again looking at Saskatchewan history and the recent Saskatchewan history, I'll let you take your own counsel on the second question.

The element here really relates to balance. And that is, what we see is the key priority being that balance between essential services being maintained and public safety, and public safety. So that's the key priority here, Mr. Chair. That's what this

legislation will deliver, delivers an enabling environment so that public sector and those delivering specific public services to the people of Saskatchewan, they have some certainty and at the same time they respect the right of the bargaining unit to continue to strike. So we see this balance, Mr. Chair.

The Chair: — Committee members, it is now 5 o'clock, and we have a recess scheduled. Before I recess the committee, I would just like to inform members of the committee that we do have a substitution for Mr. Broten. Mr. Iwanchuk is substituting. I neglected to announce that at the start of this afternoon's proceedings. This committee will recess until 6 o'clock.

[The committee recessed for a period of time.]

The Chair: — I'll call the committee to order. Good evening, committee members. On our agenda this evening is we'll resume consideration of Bill No. 5, The Public Service Essential Services Act. The Chair recognizes Ms. Morin.

Ms. Morin: — Thank you very much, Mr. Chair. Thank you to the minister and his officials for returning this evening for yet more fun. But it is important that we understand the . . . and the clarifications that the minister can provide for us around this Bill of course.

Does the Act require an employer to designate essential services and enforce their designation if no agreement can be reached?

Hon. Mr. Norris: — Thank you for the question. Again I appreciate the question. The question as I understand it, the responsibility of the employer under the Act regarding the designations. So there's a 90-day threshold obviously, and we've talked about that. Ideally the parties do come together. There's a space between the 90 and 30 days where again there is significant time. This is 90 or 30 days prior to any potential labour disruption. So there is significant time there.

The list can be drawn up by the employer. At the 30-day threshold, the significance of that 30-day threshold is that the bargaining unit can then request that list. So this isn't . . . Again part of this balance that's embodied by this Act and embedded within it, this balance is the employer provides a list. It can be requested at the 30-day mark outside of a labour disruption.

The bargaining unit then has access to that list. Again there's still sufficient time for negotiation, or if the bargaining unit so chooses, they can then take that list to the Labour Relations Board. And the Labour Relations Board has a window of two weeks within which to offer a judgment about the list, and that would break down in a series of categories as envisioned and based on again the Manitoba experience.

So there is certainly the responsibility of the employer to not only draw up its own list, but at the 30-day mark — and this is very significant — to provide that to the bargaining unit. I would call it a dual responsibility, not just to have the list but then to make sure that it's available to the bargaining unit.

Ms. Morin: — So in the event of a labour disruption then, say it did occur, the employer would have to enforce the list, though, that the employer has presented. Is that correct?

Hon. Mr. Norris: — The scenario . . . And we can go back and forth. Maybe I don't quite have it correct, but this isn't just simply about unilateral action. What this is, the significance of the 30-day threshold, is that the bargaining unit can request and receive the list. The significance of that is then the bargaining unit can obviously then turn and offer, you know, counterpoints to that list. If there's an impasse, then it can go to the Labour Relations Board. And if I've missed your question then I'll address it here in the next one.

Ms. Morin: — Well I think we're basically talking about the same issue. It's just that we have a bit of a twist to it and that is simply that if there is a dispute that then arises, and there hasn't been an agreement reached between the two parties, it would then be the employer's list that the employer would then have to enforce.

Hon. Mr. Norris: — Great. Thank you. And again, if I don't quite have this down, then we'll go back over it. But in the scenario that you've laid out, as I understand it, there's a list provided by the employer. There are a couple of elements here. Within this scenario the 30-day threshold comes. The bargaining unit would have access to the list. And then, if I have this correct, then the bargaining unit would accept that list.

Ms. Morin: — Okay. That's right.

Hon. Mr. Norris: — Okay. Sorry, I'm just trying to . . . if I can just roll through. If the bargaining unit then accepted that list, then that becomes the de facto agreement. Sorry. And maybe I haven't quite understood the question.

Ms. Morin: — I see the nuance for this, but we're not quite on the same page. Now this would have been a scenario where the bargaining unit would not be in agreement with the list.

Hon. Mr. Norris: — Thank you. The bargaining unit not in agreement with an employer list. And appreciate the question because it actually goes to the nature of the agreement, and that is, it can challenge that list by going to the Labour Relations Board.

So this isn't about . . . again, it's not about unilateral action. This is about the bargaining unit then having access to the Labour Relations Board. And I think probably there's a specific section that we can point to. Is it section 9?

The key areas here relate to section 9 and then section 10. So section 9, "**Notice if no essential services agreement**,", and then it walks through. Section 10, "**Trade union may apply to Labour Relations Board re numbers of employees**." So those two sections capture that dynamic.

Ms. Morin: — Thank you, Mr. Minister. That's actually what I'm trying to get the essence of is sections . . . 10 is quite clear to me, it seems anyways. It's section 9 where I would like some more clarity actually.

And I also have to ask one more question. I was just looking at our list of officials, and I notice that there's two officials seated behind you that, I'm sorry, I don't know the names for. Would you be able to introduce your officials again because I just missed that earlier.

Hon. Mr. Norris: — Yes, certainly. I was remiss. I should have done that. Sorry. Wynne Young, our deputy minister; Mary Ellen Wellsch, acting executive director, labour planning and policy; Mr. Mike Carr, associate deputy minister, employee and employer services division. Pat Parenteau is here in the capacity of senior policy analyst within the Ministry of Advanced Education, Employment and Labour. Specifically, right behind me we have Lindell Veitch. Lindell is within my office. And we also have Mary Donlevy-Konkin who also is within my office. So these are the two officials I think that you're referring to . . .

Ms. Morin: — Yes, thank you, Mr. Minister, I appreciate that. So if I could just repeat, I guess, the other part of that question was simply, if you could just provide, if the minister could just provide a little more clarification with respect to section 9, that would be most helpful. Thank you.

Hon. Mr. Norris: — For the record it may be helpful . . . It's not very long. I'll actually read this in for the public record, Mr. Chair, and then we can also turn to a couple other components here. This is in part III, "**Provision of Essential Services if no Essential Services Agreement**."

"**Notice if no essential services agreement**" is the subheading:

> **9**(1) A public employer shall serve a notice on the trade union in accordance with this section if:
>
> (a) there is a work stoppage or a potential work stoppage; and
>
> (b) there is no essential services agreement concluded between the public employer and the trade union.
>
> (2) A notice required pursuant to this section must set out the following:
>
> (a) the classifications of employees who must continue to work during the work stoppage to maintain essential services;
>
> (b) the number of employees in each classification who must work during the work stoppage to maintain essential services;
>
> (c) the names of employees within the classifications mentioned in clause (a) who must work during the work stoppage to maintain essential services;
>
> (d) in the case of a public employer other than the Government of Saskatchewan, the essential services that are to be maintained.
>
> (3) The public employer shall notify each of the employees named in a notice served pursuant to subsection (1) that he or she must work during the work stoppage to maintain essential services.
>
> (4) If at any time the public employer determines that more employees are required to maintain essential services and there is no essential services agreement concluded between the public employer and the trade union, the public employer may serve a further notice on the trade union setting out:
>
> (a) the additional number of employees who must work during all or any part of the work stoppage to maintain essential services: and
>
> (b) the names of employees who must work.
>
> (5) The public employer shall notify each of the employees named in a notice served pursuant to subsection (4) that he or she must work during the work stoppage to maintain essential services.
>
> (6) Every employee who is named in a notice pursuant to this section is deemed to be an essential services employee.

Significantly and with the permission of the Chair, I'll go through . . . There's a proposed House amendment that will be forthcoming. And it may be of use if permitted by the committee members to actually read this into the record.

Ms. Morin: — Well before the minister would read the amendments, I'm wondering if we could just maybe look at the specifics of what the minister just read in clause 9, and help me understand what the essence of my question is. And the question is, is simply if there is no agreement reached between the two parties, the employer . . . My understanding is — and please correct me if I'm wrong — my understanding is the employer must then designate the list of essential services and the numbers that have to provide them, and according to section 9, then must enforce that list? Is that correct?

The Chair: — If the Chair could just interject for a moment. The minister has tabled the amendments some time ago and simply if members require copies . . . I know all members of the committee were given copies, but if some do not have copies the Clerk will be willing to supply the copies of the amendment. So if committee members need copies, please notify the Clerk and copies of the amendments will be supplied.

Ms. Morin, you've completed your question, have you? I recognize the minister.

Hon. Mr. Norris: — Great, thank you. I'll walk through the employer scenarios. The employer provides a list. Employees on the list are required to attend work, to provide essential services. The key on this is, the bargaining unit has the right, the opportunity to challenge that list, those numbers. And they do that through the LRB.

I guess, for the record, I don't think it would be correct . . . No I won't say correct; it's an interpretive piece. The word, enforce, I don't think would be applicable here. I think probably a word like governs, the employer list governs, but again it's subject. The critical point — and if I've understood the question — the Labour Relations Board can actually change the numbers of the . . . That's the significance.

So there is an employer list. There are really a couple of elements to this. If the bargaining unit concurs with that list then there's obvious concurrence and that's the list; if not, then it would take those to the LRB. I hope that helps.

Ms. Morin: — So just in terms of a comparative nature I guess, the fact that the employer has to designate a list, and then in the event that there is not agreement on that list, and there is a dispute that takes place, must then govern, enforce, whatever — however that list is to be put in place — is this the first time that this occurs under a statute?

Hon. Mr. Norris: — And maybe again, I'll go back on this one. I'm not certain the nature of the question because Saskatchewan doesn't have an essential service Bill. This is, you know, that's why we're working through it. Sorry?

Ms. Morin: — Okay. So what I was wondering, is this the first time that this is a legal obligation under a statute on a comparative basis, in other words, with other statutes that are similar? Is this a legal obligation under those statutes as well, or is this the first time that we're going to see something like this legal obligation under statute?

Hon. Mr. Norris: — Okay thank you. No, that's helpful.

There are a couple of elements to this. In the Canadian context, an obvious reference point again goes back to the Manitoba model. So within the context of Canada, this wouldn't be unique. Without making a categoric statement — and maybe again we can back this up, and maybe I haven't quite fully comprehended the nature of your question — but within the Saskatchewan context this could be unique.

Ms. Morin: — Okay. Sorry. There was some . . . with respect to my colleague who is unfortunately having a bit of a coughing fit, could you just repeat the last part of your answer there because I unfortunately didn't hear. Are you okay?

Hon. Mr. Norris: — I think the nature of the comments were within the Canadian context. There would be other jurisdictions. Manitoba comes to mind as a foremost example. And within the Saskatchewan context, again this could be unique.

Ms. Morin: — Thank you for repeating that.

An Hon. Member: — I just wanted to check and make sure my colleague's okay.

Ms. Morin: — Yes, that's why I looked there too.

An Hon. Member: — Too much dry ribs.

Ms. Morin: — Well as my colleague already stated, we had a situation once in one of these committees that she had to . . .

An Hon. Member: — This committee.

Ms. Morin: — Yes, this committee actually so we're hoping that we don't have a repeat any time too soon here so . . .

Can a party sue? Can someone sue for failure to comply with the statute?

Hon. Mr. Norris: — Sue?

Ms. Morin: — For failure to comply with the statute?

Hon. Mr. Norris: — And I'm sorry. If I could just ask for some clarification again. It's probably my own lack of comprehension. We're just running through a couple different scenarios here. One could relate to remedy. One could relate to notions of compliance. But the question that we have is actually, what's meant by the word sue? I'm just trying to understand . . . I guess to put it . . .

Ms. Morin: — Is there a penalty that can be levied? In other words, is there a potential to sue for not complying with the statute?

Hon. Mr. Norris: — Again it's my own ignorance here, my own lack . . . Who would be suing whom in this scenario?

Ms. Morin: — Okay. Well depending on which party, so for instance, can you sue for harm caused by failure to comply with the statute? Let's throw that one out there.

Hon. Mr. Norris: — A general comment would be that the Act doesn't contemplate suing, and again it's a very general term. What we can say is, failure to comply with the Act is an offence that can be prosecuted. Obviously it would depend on the circumstances, and those circumstances would be decided on by the courts. I don't know if . . . Again there may be more to the question.

Ms. Morin: — So this sort of leads to some of the questions I was asking a few nights back or perhaps it was a week back or whatever. And I'm still trying to wrap my head around this a wee bit. And that is, so if harm is caused by employer, you know, to fairly designate properly — right? — that would then become a potential liability for that employer because the onuses is ultimately on the employer if an agreement can't be reached to designate the essential services that need to be in place and the numbers that need to be assigned. If the union doesn't agree and a dispute takes place then, as you said, the employer must govern that those numbers are adhered to. So it seems to me that the potential liability then would fall on the employer.

Hon. Mr. Norris: — There are a couple elements to this, but the essential service Act, the purpose is to ensure essential services are delivered, not create liability. And the question of liability is well beyond the essential service Act. And without some contextual piece, and even with that because there would be so many contingencies, I think what we can say is that there is — and again because we're dealing with a hypothetical — there is no necessary association with liability.

So I guess to go back to your question, it could be phrased as a hypothesis. And that question, that hypothesis, there's no necessary connection between essential services and liability. And in fact the issue of liability lies well beyond the realm of essential services.

Ms. Morin: — What I'm trying to arrive at, Mr. Minister, is the understanding of . . . In a scenario such as the one that we were hypothetically speaking about, what would preclude an organization representative of a group of workers, a union or otherwise, simply stating . . . knowing that the onuses is on the employer to formulate a list and therefore have that list governed in the event that there was a dispute and there wasn't

an agreement on that list, what would preclude a union from . . . Or let us put it this way. Why would a union then agree to a designation when in effect what they would be doing is agreeing that, to give away someone's right to strike?

I mean the whole notion of duty of fair representation for workers is that the union is supposed to represent those workers to the best of their ability based on a group as a whole. So this is where I'm having conflicting understanding in terms of why would a union say yes, it's okay for X, you know, group of workers not to be able to have the right to strike, when they know that the onuses of responsibility falls upon the employer ultimately anyways?

Hon. Mr. Norris: — Great. Okay. Thank you. The question regarding duty for fair representation, the Act actually provides a defence, if you want, a cover. It protects — I think maybe that's the word — protects from issues of liability because the Act is in place. So it actually is . . . I think the word protect or offers a defence . . . Mary Ellen, why don't you speak in a little bit more detail, more eloquently than I can.

Ms. Wellsch: — Thank you, Minister. I would point you to section 6 which creates a positive obligation in subsection (1) to ". . . begin negotiations [both parties] with a view to concluding an essential services agreement."

Because the union has a positive obligation to begin those negotiations and to conduct them in good faith, if an essential services agreement is concluded and some employees are considered to be essential under that agreement and then if that employee alleges that the union violated its duty of fair representation by putting that person on the list, I think that there would be a fairly good defence to a DFR [duty of fair representation] claim by citing subsection 6(1) of this legislation.

Ms. Morin: — Could I just ask perhaps for . . . because I'm just failing to see it. You know, you're a lawyer, and I'm not. Anyways could you just pinpoint for me more specifically where it provides that protection for a union organization in terms of not being . . . having a successful DFR suit against them?

Hon. Mr. Norris: — Again because we're working in a hypothetical, we'll lay this out. And then we can just take some time and just read through it.

Ms. Wellsch: — Of course doesn't specifically say it would be a defence to a DFR application for the union to negotiate in good faith, but the Act does give the union a positive obligation to negotiate in good faith towards arriving in the essential services agreement. And a positive obligation to negotiate something I would see probably would be, could be raised as a defence in any sort of an application like that.

Ms. Morin: — Do you know if there's been any cases elsewhere where there has been a DFR challenge with respect to an essential service designation?

Hon. Mr. Norris: — While certainly not exhaustive, it's certainly reflective. And in response to your question, based on cases that have been reviewed from Ontario, BC [British Columbia], New Brunswick, and Manitoba, none that we've researched to date, but I will turn the question . . . Mike, would you like to . . .

Mr. Carr: — Thank you. The point to be made here, I believe, is that in any situation where a duty of fair representation application is brought, the union enjoys a positive defence whenever it can demonstrate that it acted in good faith in reaching the conclusions that it reached. So from the perspective perhaps of the Labour Relations Board process, you will find that where a DFR application is alleged, as long as the union can demonstrate that it acted in good faith, you will find that it, the Labour Relations Board will not make a finding against that union.

Ms. Morin: — Thank you for that clarification. So if I was going to play devil's advocate, which of course I have to, what I see here are two possible scenarios albeit we've just heard that we don't have any knowledge of any such scenarios to date with the one of them or even with the other because I haven't asked the other question.

But so I see two possible scenarios coming out of this that, you know could be . . . I mean they're hypothetical but certainly could be realities, one of which there is nothing to stop an employer from over-designating so that they can reduce their liability in the event that the two parties can't come to an agreement on an essential services agreement. And the other being that a union wouldn't want to participate in the designating of essential services in terms of an agreement in order to reduce the possibility of having a successful DFR suit against them. Did the ministry . . . For one thing, is the minister in agreement with me on those two possible scenarios?

And then I guess the second part would be, did the ministry contemplate these two possibilities when the legislation was drafted? Were those discussions, did those discussions take place when the legislation was drafted as to this, you know these two scenarios being a possibility and how the legislation could mitigate against those two possible scenarios?

Hon. Mr. Norris: — Second question I'll answer quickly, and that is no; I don't concur with the premises of the question and I'll come back here. There are a couple points within each scenario, and we'll get those spelled out in a little more detail. I've just scribbled some initial notes.

The second scenario about unions participating, in fact the risk would be twofold. The risk would relate to the threat of an unfair labour practice being brought forward. And the second risk would be relating to duty for fair representation. So actually it would run counter to what you've proposed. In fact the union or bargaining unit would be in a more vulnerable position, wouldn't have the protection by not complying.

And on the first one . . . I can't read my own writing, so I guess I'd better just check on this. On the first scenario about — and I have it in quotes here — the concern over over designation, if that would be an accurate characterization, again because this is not a unilateral instrument, this actually is premised on that balance between employers and bargaining units. Then what we see here is the over designation or a potential threat of over designation is then met by the bargaining unit on behalf of the

members to turn and say, here's the counterpoint. And again if this is this dynamic that plays out, here's the counterpoint. The two parties have an opportunity well in advance of 90 days, between the 90 days and 30 days — explicitly after the 30 days — where the list has to be provided. So under the 30-day piece, then the bargaining unit can then take it to the Labour Relations Board and then challenge that.

So on both scenarios, the over designation piece, what we see is the role of the LRB, and actually complying with the Bill offers greater protection for the bargaining unit, is how I would summarize both of those.

Ms. Morin: — Well I guess I'm still failing to understand how . . . I don't know. Why an employer would not want . . . if the employer had to create a list on their own because there was no agreement, why the employer wouldn't want to over designate just to cover off the bases, shall we say, either because the Labour Relations Board can then deem the numbers anywhere between zero and 100 anyways — in terms of zero to 100 per cent, not zero 100 employees — in order to be able to protect themselves against any potential legal liability.

But I guess the part that I'm not understanding about the minister's answer . . . And I agree. I mean I've understood from what the minister has said the minister would desire a peaceful resolution to finding an agreement. Obviously those resolutions don't always come about, or else we wouldn't have the situations we've seen in the past in some cases.

So what I'm wondering is, is there a notion that it's a violation of duty of fair representation if the union doesn't agree to enter into an agreement to take away their workers' ability to strike?

Hon. Mr. Norris: — There are a couple of pieces here, and in a minute I'll turn it over to Mary Ellen Wellsch. What we've seen — and this will help in part to address one of the questions asked before the break — from the November 29, 2007, *StarPhoenix*, written by Janet French and Lana Haight: "Medical services 'unsafe' College of medicine to close clinics, cancel surgeries because of strike" running in the final edition of the Saskatoon *StarPhoenix*. I'll go into this in a little bit more detail. I'll just begin by saying that:

> Health region CEO Maura Davies says the strike has "increasingly posed a problem" for health-care providers.
>
> She estimates about 400 Saskatoon region patients are affected by the strike each day.

So that's to contextualize. But further down in the article, and it's to contextualize the question, and using the recent CUPE strike, Dean Albritton — and it would just start with "Albritton says." This is, quote:

> Albritton says at least 30 to 40 of the clinical CUPE staff should be declared essential workers to keep the system operating.
>
> CUPE spokesperson Brad McKaig believes the university is exaggerating the impact on patient care. And he says the union leadership understand perfectly what's happening in the clinics.
>
> "They've been doing without them for three weeks. The management that has been filling in for them are getting tired. That doesn't mean they're essential. It just means that management's getting tired of doing the jobs we've been doing," McKaig said.
>
> And while he said the university can request more clerical staff to be declared essential, he warned that as the strike continues, the provision of essential services across the campus will "get [quote get] leaner, not fatter."

Why we come to this is to turn and say, here's a real case. It's happened recently in Saskatchewan. And the threat, the threat that's been uttered within this context actually, you know, is very, you know, it's troubling from a public safety and security standpoint. And it should, you know . . . There's a case where we can see an impact on public safety. I guess that helps to contextualize my understanding of this broader question of liability.

And I'll get Mary Ellen Wellsch to answer the specific question regarding as it applies to liability. And that is once again, we reject the premise of an enhanced threat.

Ms. Wellsch: — My understanding is there are a couple of questions in operation here. And one of them has to do with the potential liability of the employer for designating wrong. And the other one has to do with the potential of the union being challenged in a duty of fair representation application for not having bargained in good faith to get the right numbers.

Ms. Morin: — The right numbers and classifications, yes.

Ms. Wellsch: — Right. Okay. Well in terms of the liability question in this — as we're talking about a lawsuit in a civil court where somebody alleges negligence — it's quite possible that somebody could raise that kind of a legal question. But it's not clear under the case laws that exist that there would be any liability for such an action.

The question relating to the duty of fair representation — obviously if everything goes well and the parties do negotiate an essential services agreement and they're both happy with it, it's likely that there will be some of the employees, some of the classifications that aren't considered essential.

If it does go so far as to create an employer's list where the union has not agreed to it and the union hasn't actively participated in creating that list and hasn't challenged the list at the end, who's to say whether some employee who's been designated essential might say, I might have been off that list if they'd done a better job of negotiating, and I'm going to try my luck with the Labour Relations Board and see if they'll give a ruling on duty of fair representation?

Ms. Morin: — Are there any cases that can substantiate that scenario? Would you know if there's any cases that substantiate that particular scenario with respect to DFR?

Hon. Mr. Norris: — To address your question again, it's not exhaustive but not . . . well regarding the DFR, not to our knowledge. On the employer liability, the case law, there's a federal case that could have some bearing in this, and I'll get

Mary Ellen to speak in some detail. It actually goes on the assumption of reducing kind of that, that hypothesis or that question. Mary Ellen, why don't you speak on that.

Ms. Wellsch: — The case that the minister's referring to has to do with steamboat operators on the St. Lawrence Seaway. And there was an opportunity for certain public employees to be designated as essential under the federal legislation, and they weren't designated as essential in time, and the steamboat operators lost a lot of money because the designation had not occurred, and so they attempted to sue the federal government to recover their lost revenues and they were unsuccessful.

Hon. Mr. Norris: — It doesn't apply. It's not a perfect fit because of the different circumstances, but it offers a reference.

Ms. Morin: — Just further on that one case, would you know if it's under appeal?

Ms. Wellsch: — I think it's several years old.

Ms. Morin: — Is it? Okay. Just to confirm, this Act, the essential services Act overrides The Trade Union Act, correct?

Hon. Mr. Norris: — If we can, if we can reframe that question to what is the relationship between The Trade Union Act and the proposed essential service Act . . . and I say proposed again because they're going back a ways now. Again there are some amendments to be addressed, and we can talk about those. But the relationship between the two Acts is to be addressed by the Labour Relations Board.

Ms. Morin: — Okay so the minister is not making a designation as to which Act would have authority. It's being deferred to Labour Relations Board to decide which Act has authority over the other.

Hon. Mr. Norris: — If and as any conflicts were to arise, our intention is that the essential service legislation would be given precedence. But ultimately it is up to the Labour Relations Board to address, as I say, if and any potential conflicts arise.

Ms. Morin: — I guess I want to switch over to a case that is referred to as the Dunsmuir case — and I'm sure your minister and his officials are aware of this — which has opened up the door, it seems now, on some pieces of legislation that currently exist, shall we say, in terms of potential challenge. Given the fact that we've now moved from looking at . . . Well the Supreme Court of Canada has decreed that henceforth the courts are to choose between two standards for reviewing such decisions, correctness or unreasonableness, and the third standard of patent unreasonableness is no more.

Has the minister and his ministry looked at the Dunsmuir case and how this legislation and the proposed amendments would stack up with respect to the recent decision that was unanimous, from what I've read here. All nine judges concurred from the Supreme Court of Canada. Has there been a review done to see how this would stack up against that, in terms of potential challenges?

Hon. Mr. Norris: — And I'll have Mary Ellen speak to the details. Obviously in recent days especially, she's gone over some key elements of this. To answer the question, yes we're aware of the ruling, obviously. We don't feel that it should in any way undermine or challenge the work that's underway here, and it is likely seen as instructive, perhaps more to other courts in their interpretation. But I'll turn that over to Mary Ellen.

Ms. Wellsch: — The effect of the Dunsmuir case is to . . . As you correctly pointed out, it eliminates one of the potential standards of review of tribunals like the Labour Relations Board so that their decisions must in certain circumstances be correct. In other circumstances they must be reasonable. I don't think it really affects this legislation. It affects the Labour Relations Board as a whole, and they're aware of it. And we're aware of it.

Ms. Morin: — The reason I was asking the question is because it's come to my knowledge that the Manitoba Council of Health Care Unions is intending on initiating — my understanding is that it's still in discussions with the Manitoba government — that they are intending on initiating a legal challenge to The Essential Services Act in Manitoba because of the new developments and of course with the situation in BC with the $75 million restitution order that was handed down.

So I have a letter here from a Mr. Joe Ahrens. He is the regional representative of the Professional Institute of the Public Service of Canada. He's representing — 1, 2, 3, 4, 5, 6, 7, 8 — 8 different organizations under the Manitoba Council of Health Care Unions, one being the Manitoba Nurses Union, the Canadian Union of Public Employees, the Manitoba general employees union, the International Union of Operating Engineers, the United Food and Commercial Workers' Union, Manitoba Association of Health Care Professionals, the Public Service Alliance of Canada, and the Professional Institute of Public Servants of Canada. And I wouldn't want to say that five times either.

But they've written a letter to the Minister of Labour in Manitoba, Minister Allan, and the letter goes as such:

> The Participant Unions comprising the Manitoba Council of Health Care Unions . . . intend to initiate a legal challenge to *The Essential Services Act* . . . I have been asked to lead this initiative. In an effort to avoid litigation, we would like to meet with you to describe our concerns and the basis of the challenge.
>
> I'd appreciate your advising as to your willingness and availability to meet with us in this regard. I can be reached as follows [blah, blah, blah] . . .

My understanding is that the Minister of Labour has now turned this file or at least asked the Minister of Finance to meet with the group to look at the concerns and have that discussion. That's as far as my knowledge goes in terms of where it is now.

Is the minister aware of this scenario that's happening in Manitoba? And again has the minister heard what those concerns are from those meetings with the Manitoba government in terms of how it would potentially affect the proposed legislation that the ministry wants to put forward?

Hon. Mr. Norris: — Not in great detail. Certainly the answer is

I'm aware, perhaps not surprised. There have been some informal reports offered that organized labour across Canada is looking for, perhaps looking for ways to challenge essential service legislation in Canada. This would be an opportunity that they feel is in their self-interest. I'm not aware of the specific concerns that may or may not be raised with the Government of Manitoba.

Certainly we're very confident in drafting this legislation, in holding our consultations, in moving forward with amendments. The BC case that has been referred to — if I'm not mistaken that was last June that that came down — certainly that helped to inform areas of our consultation, and that's groups, stakeholders, any part of a civil society come forward and challenge different pieces of legislation.

It'll be interesting to see how it plays itself out in Manitoba. Again Manitoba, both the Conservatives and the NDP have . . . the Conservatives have brought forward and the NDP have upheld essential services, so yes I'm aware of the broad outlines, the details of which my understanding is it's really just getting underway and that's a dialogue.

Am I surprised? No, not really that surprised, given what's the response within the Saskatchewan context. Certainly opposition to our proposed essential service Bill comes very strongly out of a specific corner or quadrant of the policy community, and again that's part of a healthy civil society. People have opinions. They express those opinions, and I'm hypothesizing that tomorrow we might even hear a few more of those opinions.

Ms. Morin: — Just with reference to the response, the minister referred to the decision that was handed down last June in British Columbia and that that had some impact on the formulation of the Bill that we are currently seeing in front of us, or potentially the amendments. Could the minister elaborate on what concept of the Bill was derived from the knowledge that was gained through the decision that was handed down in BC last year. Thanks.

Hon. Mr. Norris: — Just to reiterate, the reference that I made or meant to make is that it certainly informed the subsequent consultations. And certainly the 84 letters of invitation that we sent out, the advertisements in nearly 100 newspapers across Saskatchewan, the meetings that were then held and the feedback received, over 80 substantive submissions, yes I would say we were mindful of and informed by that BC case. That's the area where the BC case affected and informed our actions.

Ms. Morin: — Thank you for that. My colleague has a few questions that I'm going to turn the microphone over to him, so I can maybe take a break.

The Chair: — I recognize Mr. Iwanchuk.

Mr. Iwanchuk: — Thank you, Mr. Chair. In section 2, interpretation, where would private personal care homes fall?

Hon. Mr. Norris: — That relates to the scope question?

Mr. Iwanchuk: — Yes.

Hon. Mr. Norris: — The designation in section 2 (i)(iii) "a regional health authority" and number (iv) "an affiliate as defined in *The Regional Health Services Act*," those would be designated as being covered under this.

There's compelling evidence, and I'll actually walk through a scenario. A broader definition is still under consideration.

Mr. Iwanchuk: — Oh no. Go ahead. I'll ask . . .

Hon. Mr. Norris: — Yes. Certainly some of the cases and anecdotes that have come up for expanding this into areas of out beyond this . . . as I say, that's still under consideration, and I won't get into the details. This is from a personal care home:

> During our last round of negotiations we had three threats of strike to the point of evacuating the individuals we support. Developing a contingency plan was very challenging and time consuming. It was very difficult to find safe alternate care that met the unique needs of each individual and their family. Arranging to transport 117 high needs individuals to places all over the province and outside the province was a huge issue.
>
> Some families arranged to take time off work to care for their family members at home, some individuals were flying out of province to be cared for. Elderly families wanted to help but were afraid of how long they could last and what would happen if they could no longer support their loved one. Some families traveled across the province more than once to pick up the family member only to turn around and go home as the union relented at the last moment.

Those are the kinds of, you know, scenarios. In this instance, this organization looks after individuals with pretty significant disabilities. And so those are the types of scenarios we've heard. So as it is right now, as I've said, we have . . . Sorry, I've lost my page. I've got too many pieces of paper in front of me here.

Those affiliated at present, regional health authority as defined by The Regional Health Services Act, an affiliate as defined by The Regional Health Services Act . . . but certainly again based on some of the feedback we received both formally and informally, we wouldn't rule out a broader interpretation of that. But at this stage this is where it sits.

Mr. Iwanchuk: — So I guess just on the broader . . . are you talking . . . and I'm not questioning whether they should be or not. I'm just trying to clarify if this is the list. And in terms of . . . so there could be some that do not fall under (iii) and (iv) and that would be where you would be considering widening the scope of the definition. Is that what I'm hearing?

Hon. Mr. Norris: — It would be. That would be making some specific designation under the regulations.

Mr. Iwanchuk: — So you would see that as going under regulations as opposed to prescribed and any other person, agency, or board. You couldn't catch that under (xi)?

The Chair: — Committee members, while the minister is

deliberating on his answer, I would just like to inform the committee that we have a substitution. Mr. Weekes is substituting for Ms. Eagles.

Hon. Mr. Norris: — And I'll speak to this, but because it actually affects one of the proposed amendments, but that's exactly right. It would be under (xi). Then it would be subscribed within the regulations, yes.

Mr. Iwanchuk: — So that's what you're saying, is the regulations will be, there'll be more detail under that.

Hon. Mr. Norris: — Well first we've got one of the House amendments actually . . .

Mr. Iwanchuk: — And I think I've got that.

Hon. Mr. Norris: — You know that option is there as provided for . . .

Mr. Iwanchuk: — Either here or in the regulations. Is that . . .

Hon. Mr. Norris: — Well it will appear within the regulations.

Mr. Iwanchuk: — Okay. Sorry, so you've got that in the amendments, but then there'll be more specified in the regulations as to what that means then. Is that what . . .

Hon. Mr. Norris: — That's right. Under the amendment, let's say the inclusion of some specific community-based organizations that look after some of these individuals with significant disabilities, that would appear within the regulations. Yes.

Mr. Iwanchuk: — So what would 11 cover then? What do you see . . . or does that just simply allow the regulations?

Hon. Mr. Norris: — So I mean the question, the purpose of 11 as it will be amended, is that . . . Okay the piece here, there are two elements. It reinforces the significance of the four criteria. And then to go back to your question, that is, the reference would be to those, and the exact phrasing is "provides an essential service to the public." So the reference relates to the provision of essential services to the public. That's really the parameter, and the four criteria are reinforced within those.

Mr. Iwanchuk: — I guess what I was just, my question still was, when do the regulations . . . because you know if I read that, I would think, okay, you could just go under 11, just for what you said, if I understood you right. So where do the regulations . . . are you going to, every time there will be an addition, you will go use that and put in a regulation or . . .

Hon. Mr. Norris: — Okay. So essentially a sub list within the regulations.

Mr. Iwanchuk: — I'm wondering, yes, is that what you're talking about?

Hon. Mr. Norris: — I think the authorization, it permits the passing of regulations, listing other employers. Again that specific phrasing is, the specific phrasing, "provides essential service to the public." So what we see with 11 is the regs; it's permitted within the regulations to do that.

Mr. Iwanchuk: — Under 7, two parts, 7(1)(c) talks about provisions that set out the number of employees in each classification and (d) persons that set out the names of employees. Could you ever see a time when there could be more employees named than number of employees in each classification?

Hon. Mr. Norris: — The order of significance is, it goes, the classification first. Then we get to the number. Then we get to the name. So those roll out together in the package of the classification.

Mr. Iwanchuk: — One doesn't come before . . . sorry, one doesn't come before the other, so they sort of go out together. Is that what you're . . .

Hon. Mr. Norris: — In sequential order, yes.

Mr. Iwanchuk: — I guess for me it just was a confusion. And when you have (c) and it's separate, so you list the number of employees in each classification, and then there's another provision that sets out the names of employees. You know it's sort of just . . .

Yes, if I could just add a question. I guess the issue there is, 24-hour operations, whether that be the CBOs [community-based organization] who we're talking about here, or any others, there are a certain number of employees in the classification, but that's the number.

Would you ever see that it could be in some way increased because you need to cover off different times? You might say, well we only need this much on a shift, but in order to do that, we actually need more people to cover 24 hours. And is that what is intended?

Hon. Mr. Norris: — I think there are two elements to this. One, there is a sequential ordering which is meant to enhance predictability for all the parties. The other element to this is — and again this relates to one of the forthcoming amendments — that those lists can again . . . We can think about a scenario. They can be moved. That is, they're not caught. That is, there can be reference to changes. And that is, for example if a labour disruption is envisioned in January or February, there can be corrections into May, the obvious one being the threat of a blizzard — not impossible in May, just less likely, we're hoping.

So there are two elements there. But I'm happy to go back to that if I haven't quite . . . Okay.

Mr. Iwanchuk: — Okay. And maybe my next question would probably deal . . . In part III, 9 in (4), (5), and (6), I'm just wondering if you could just give me an explanation of the way that works.

Hon. Mr. Norris: — Just for clarification. Is it nine point three?

Mr. Iwanchuk: — It's 9(4) . . .

Hon. Mr. Norris: — 9(4). Okay. Sorry.

Mr. Iwanchuk: — (a), (b), (5), and (6).

Hon. Mr. Norris: — We have an amendment to this. And we'll bring that one out. The purpose here, the initial reference was to increase. But what we did is said obviously they could be decreased as well. So those numbers can shift.

See (7)(a) for example: "the number of employees in those classifications who are no longer required to work during all or any part of the work stoppage." Again the issue here especially, you know, the reference would be snowplow operators . . . is a key example. Hence that's one of the reasons that we brought forward that amendment.

Mr. Iwanchuk: — So you're saying snowplow operators because obviously if you just needed more . . . And it talks about where there's no agreement in this section. Am I correct? Okay. So there's no agreement. And I'm just wondering why there would be . . . That's why I'm not clear on this, what this section addresses.

I mean it talks about more, but when would you see it? Because it's sort of different because it says, "If at any time the public employer determines that more employees [in one or more classifications] are required to maintain . . . and there is no essential services agreement . . ." So that makes a difference. I guess I want to know what this envisions.

Hon. Mr. Norris: — Again this is going back to this notion of balance. This is employer list. The list stands. The bargaining unit can challenge it and send that to the LRB. The point of the amendment is that those numbers . . . This isn't just about increase; it actually is also about decrease. But this isn't just about, you know, unilateral action. This is about again the unions can then challenge. Bargaining units can then challenge and the LRB having that role.

Mr. Iwanchuk: — Okay yes. I guess I'm kind of . . . because I can understand where the challenge comes in but there does seem to be some unilateral action here by the employer where it contemplates . . . and I guess I'm not sure what it means, where there's no essential services agreement in place. I mean, you can challenge, obviously under 10 immediately, but this seems to be fairly immediate.

The employer could just say we need more people or less — I mean whichever. But you know, and then you still have to get to the LRB after that. But it does seem to say that there. . . and there is no essential services agreement, so I'm not sure what period of time we're in here as well. It's kind of confusing because if you're negotiating between the 90 and 30, obviously you're negotiating.

This seems to be some sort of number has been arrived at, and then people want to increase it or decrease it. Am I wrong?

Hon. Mr. Norris: — This is a helpful dialogue, and the question is a good question. That is, if the initial list, let's say, is under review and let's say it's March. You get down and all of a sudden it's towards the end of April and the employer could turn and say, you know, that list we actually, we're going to revise our numbers because snowplow operators can now be removed from that list. So it hasn't been finalized yet. Let's say it's going to the LRB or in negotiation. And it's an offer and it's an opportunity to actually refine those numbers.

The same process still goes in place. It's not unilateral action. The check is still, you know, it can be challenged before the LRB, but it is this, this section 9 really deals with a whole series of contingencies, what happens if an agreement is not in place. And so this is just covering this off. Certainly what we did with the amendment is to turn and change that language, so it's obvious that that refinement can be reflected in the numbers, and we think that's a little fair.

Mr. Iwanchuk: — I guess one . . . and just maybe another way of saying what you've said, is if you were going to the LRB and you determined you didn't need snowplow operators because whatever, and so you could just take them out. So if you were going on Friday, and Thursday night, you could kind of say, here's the new list.

Hon. Mr. Norris: — Well exactly. What they can do is then just offer some refinements.

Mr. Iwanchuk: — Okay. Okay. And then it would go . . . And I was thinking maybe this was when you got into a strike situation, and in fact you didn't have an agreement and people went on strike, and you found that after you got in, that all of a sudden we need more people. Could you use that?

Hon. Mr. Norris: — We're just talking about the term "use" that you offered. There would have to be a very significant rationale offered in addition to just . . . It's not envisioned that someone would say, well we could use more or use less. It would be, you know, there is a storm coming that we hadn't envisioned, or there would be a rationale associated with either a shift up or a shift down because again this would go to the LRB — it's assumed.

Mr. Iwanchuk: — I understand that, and I maybe sometimes, I guess sometimes the best way to understand these things is to sort of give an extreme situation that probably doesn't happen, but it then clarifies where this can't be used. I guess I was just contemplating if people were in a strike position because there's no agreement and they did go on strike, and the employer or whatever could say, we need more. Or in terms of what you said, you know, you're going to the board and all of a sudden it's June and you don't need snowplow operators, so why do you have them in there to go through . . . I mean I'm just . . . You know a different sort of part III could use that because I understand that they can be challenged at the LRB. I mean that eventually it'll get there, but I mean as you're going along if you're on strike, the employer could say, we need more. I mean and it could be a situation that's not quite as clear, you know, that somebody would do that, but still it has to go to the board before there's a final, before you can clear this up.

Hon. Mr. Norris: — The piece I would insert there is the rationale. Again it goes to that notion of balance. There's a rationale for either this recalibration up or down, and because it goes to the LRB or conceivably could, there would have to be a built-in case about what this would look like, you know.

Mr. Iwanchuk: — Just quickly, just not to belabour this, but you pointed out, you know, the CUPE, the discussions that went on and one side felt it wasn't enough and the other side is saying, there is enough. So I'm just saying that that happens; that's real. People in whatever's happening there . . . and so the employer says, well look, we need more so we're just going to say our order. You can still go to the board, but right now we're finding difficulties with this, so we need more. And so that they could do that under here is what I . . . That's just my question.

Hon. Mr. Norris: — As an initial start and then from there . . .

Mr. Iwanchuk: — Oh of course, I know. Okay I'm just going to turn it over to . . .

The Chair: — I recognize Ms. Junor.

Ms. Junor: — For a slight change of pace, I know we've agreed to be done at 8:30 and move into the clause by clause, so I just want to ask, the minister undertook to supply me with answers to two of my questions, and I'm wondering if you have that information before we're done.

Hon. Mr. Norris: — Sure. I thought what we'd do is I will, I'd just like to take the opportunity to, with leave of the Chair, just for the public record read some of this in.

Regarding the question relating to 400 patients per day, there are some references here. Global TV, Wednesday November 28, 2007, 18:00 hours:

> Saskatoon Health Region says CUPE strike impacts about 400 patients a day — may have to transfer patients.
>
> Saskatoon Health Region is speaking out tonight saying the ongoing strike by support staff is affecting more than 400 patients a day. During this morning's regional monthly meeting, CEO Maura Davies addressed the CUPE strike saying at this point it is seriously impacting the delivery of health care to patients.
>
> Davies adds there are 158 university employees who play a critical role in patient care and many clinics may have to shut down because they are no longer safe or sustainable.

It goes on from there, but that's one reference or source to the 400 patients a day. Regarding areas that were affected, this is CJWW radio Saskatoon, November 30, head of nursing in Saskatoon Health Region says, "Over 400 patients are being affected by university strike." The announcer: "Thanks to the strike between CUPE and the university, the areas of pediatrics, internal medicine, surgery, and the eye centre have already been affected in the Saskatoon Health Region."

Again it goes on with some additional details, but gives us a sense of scale. I think for the record it may be helpful. This is an article by Janet French and Lana Haight, *The StarPhoenix* from Saskatoon, November 29, 2007, front page A1: "Medical services 'unsafe'; College of medicine to close clinics, cancel surgeries because of strike."

And this one, this one I'll read in a little bit more detail. It begins:

> Some clinics will close and surgeries will be cancelled as a strike by 1,800 Canadian Union of Public Employees workers leaves some medical services unsafe and unsustainable, the University of Saskatchewan's college of medicine says.
>
> Although faculty and health-care workers have tried to keep university-based medical services in Saskatoon "limping along," college dean, Dr. William Albritton says "the enthusiasm for continuing in this mode of operation is just not there any more."
>
> An internal e-mail obtained by The StarPhoenix containing notes from a Tuesday meeting between college of medicine department heads and the Saskatoon Health Region administrators shows physician leaders think the system cannot go on as is.
>
> According to the e-mail, some doctors in pediatrics are considering resigning their university posts to go into private practice so they are able to see their patients.

I think, that — it's an editorial by me — I think that is a very telling quote: "The frustration is also palpable at the West Winds health centre, where professors of family medicine teach residents."

The frustration mounts:

> "U of S doesn't have the right to use our patients as pawns," the point-form e-mail says. "Our faculty don't need to work for the U of S. Program may end."
>
> "If they don't have patients, they don't have the ability to teach," Albritton said of the family medicine faculty.
>
> U of S president Peter MacKinnon says the university is not using "patients as pawns," describing the accusation as a "very severe judgment," and he realizes the physicians' mounting frustration.
>
> "Taking (their concerns) seriously is one thing. Being able to satisfy those working in the clinics is another. We know we have not been able to do that . . ."
>
> University negotiators requested the union designate a number of clerical employees as essential workers. The university has also moved non-union staff members to help with the clinical workload.
>
> "The university, as an institution, is under great stress at the moment. We know too that that stress is increasing as the strike remains unresolved. We are doing the best that we can with the resources that are available to us. We know that the best that we can, in some cases, is not good enough," said MacKinnon.
>
> Albritton is also concerned about the impact the strike will have on graduating medical students applying for residency positions with the university.
>
> "There is serious concern that residents who might be applying to our programs . . . will be disinclined to apply

to a program in which there is [a] labour . . . [dispute], and disruption of activities," he said.

Without CUPE clerical and support workers on the job, processing and sorting nearly 1,000 applications and scheduling interviews is a "technical challenge," he said.

Albritton worries some applicants may be unwilling to cross a picket line to come to the college for an interview.

Health region CEO Maura Davies says the strike has "increasingly posed a problem" for health-care providers.

She estimates about 400 Saskatoon region patients are affected by the strike each day. There are 168 CUPE workers who work in clinical services.

"We will be limiting some of the clinics," she said. "We simply don't have some of the staff there to book the clinics, to schedule the patients, to transcribe the reports (and) to communicate the essential patient information.

We will be looking at cancelling some [of the] clinics. We are also having difficulty scheduling surgery."

The problems aren't limited to Royal University Hospital. The eye clinic at City Hospital is also struggling to stay afloat, she said.

The internal e-mail says staff at the eye clinic are "nearing wits end. Charts are unprocessed, (and) things might be slipping through . . . (A) deep level of resentment (is) setting in towards CUPE."

In open discussion at the meeting, the e-mail says, attendees said patients are in danger, and there "seems to be a lack of follow-up by U of S, (a) lack of care."

Albritton said patients are at risk because specialists' ability to review referrals and decide who needs immediate treatment is impaired, meaning people aren't being properly prioritized or urgent cases could be missed.

Also, CUPE workers aren't there to transcribe doctors' notes, so communications with other doctors and health-care workers aren't happening.

Furthermore, there are no assistants to book appointments, so a person with an urgent condition who needs quick follow-up may not get it.

Davies said some of the patients falling though the cracks may wind up in the emergency room instead.

Albritton said at least 30 to 40 of the clinical CUPE staff should be declared essential workers to keep the system operating.

CUPE spokesperson Brad McKaig believes the university is exaggerating the impact on patient care. And he says the union leadership understand perfectly what's happening in the clinics.

[As I've noted before] "They've been doing without them for three weeks. The management that has been filling in for them are getting tired. That doesn't mean they're essential. That just means that management's getting tired of doing the jobs we've been doing," McKaig said.

And while he said the university can request more clerical staff to be declared essential, he warned that as the strike continues . . .

So again the warning. As the strike continues:

. . . the provision of essential services across the campus will "get leaner, not fatter."

On Wednesday afternoon, Albritton didn't know what clinics would be closed and which surgeries cancelled if the strike doesn't end soon. The health region and college were meeting Wednesday to begin an inventory of clinics and to start making those decisions . . .

About 2,400 CUPE workers at the universities of Saskatchewan and Regina walked off the job Nov. 2.

And then from there, there are just some points regarding an email of Janet French.

As I have it, again for the record, this is from the *Leader-Post*, December 31, 2007, page A4. It makes specific reference:

. . . On November 2, 1,800 Canadian Union of Public Employees support workers at the University of Saskatchewan walked off the job, including 168 health-care support workers. Up to 400 patients were affected each day, the region said.

So those are some of the media stories that came out subsequent to that data being offered by Maura Davies. So that's that piece.

I think the second piece, if I have this correct, relates to . . . Well I'll just read it in. I think it goes to the second question. This goes back to the 1999 strike, I think that was. And we're happy to submit this as we go along. This is from myself. It's to the Chair:

Re: Bill 5 — *The Public Service Essential Services Act*.

The Ministry appeared before the Standing Committee on Human Services on Thursday, April 17 to answer questions from the Committee on Bill 5. The question by Ms. Junor requested more specifics of the problems encountered by the Saskatoon Health District (SHD) during the Saskatchewan Union of Nurses (SUN) strike in 1999.

Again almost a decade ago now:

In April 1999 representatives from the SHD met with representatives from SUN regarding essential services. The region indicated that the environment had changed dramatically since the last SUN strike and that an activity plan had been developed. SUN was presented with the regions request for essential services . . .

There's a spelling mistake here. It actually needs to be possessive:

> . . . regions request for essential services which was based upon approximately 12 % of the normal staff complement plus on call requirements. SUN responded that SAHO was provided with the plan for essential services and that essential services would be determined by their members' assessment. SHD communicated that SUN's plan did not meet patient, resident, and client needs for the District and that the ability to provide safe patient, resident and client care would be compromised. SHD asked SUN to review the request in light of their ability to ensure safe patient, client and resident care. SHD was advised that same day that they would be providing essential services as per the plan submitted to SAHO on [at this point] April 5, 1999. SHD was then forced to request additional essential services on each situation that presented itself during the strike.
>
> The table below outlines the type of essential services requested from the Employer and the response from SUN.

St. Paul's Hospital, where two RNs for meds and assessment, that request was denied. St. Paul's Hospital, fifth surgery, April 8, 1999, one RN for narcotic drug administration — agreed with some conditions.

And this list goes on. Again it's almost a decade ago. It is to turn and say I think what we're all from the government side working to overcome here is this kind of uncertainty within the environment and hence the significance of this essential service legislation. And that is, again it's an enabling piece of legislation that is meant to ensure that, long before a labour disruption occurs, that there will be an agreement on what services will be provided, and at the same time this Bill guarantees there remains a right to strike.

The Bill also spells out that the key here is this balance, and the balance is between the employer and the bargaining unit. And the significance of this is that public safety is balanced with that right to strike.

So we've seen certainly in the last several hours discussion and deliberations about that, but I for the record just wanted to offer both of these. We said that we would, and, Mr. Chair, I don't know how you would like to distribute these. And we're happy as well to have the media documents also distributed. We can do that at another time if it's necessary. They're in the public record, and this is for distribution as you see fit, sir.

The Chair: — Minister, the Clerk will take the tabled documents and make copies and will distribute them to committee members.

Committee members, I think this . . . Ms. Junor, would you be in agreement that we take a short recess now and continue with your questions after our recess?

Ms. Junor: — I'd like to finish mine because then I can turn it back to my other colleagues because mine's continuing just a little bit on this.

The Chair: — Okay. So what we'll do is we'll allow Ms. Junor to finish her questions and then we'll take a short recess. Ms. Junor.

Ms. Junor: — I can't imagine that we're going to be into the clause by clause now by 8:30 because I thought this was going to be pretty quick here. But it does . . . The minister's responses, especially on the CUPE strike, do illustrate that if they can say, the employer can say that 30 per cent of the clerical staff in CUPE needed to be on the job to maintain essential services. It does beg the question, where does that leave the health sector like SUN and the paramedics? There will be no way that SUN will have the right to strike. Everybody will be essential.

The demonstration you read about, all the services that clerical staff needed to do to keep the system going . . . I can't imagine how you'd deem any nurse then, in any facility, in any unit, not to be essential using that criteria. But that wasn't my question.

Hon. Mr. Norris: — Well it's worth commenting on. I'm going to comment on it. Obviously again there's specific reference to a contemporary case, and I'm not going to go there.

What I will reiterate . . . and maybe this point needs to be reiterated, but I thought we were there. That is, the agreement is between the employer and the bargaining unit. And again the language that's offered here is puzzling. The concept is a much different concept than having unilateral deeming or declarations. This is about parties actually working together to come to an agreement long before there's a labour disruption.

And again Saskatchewan, there is a obvious gap, an obvious gap. When you go across the country, we're one of two jurisdictions, provincial jurisdictions, not to have essential service legislation. And the key here is to turn and say, based on Manitoba, based on Manitoba, in 12 years there have only been 3 cases that have had to be settled by their labour board because it led to a change of culture.

And that is, it's an enabling environment where these issues not dealt with around these tables, not dealt with in abstraction, but actually addressed by the relevant entities as they come together and work through that dialogue and deliberation and negotiation on how to have that balance between the provision of public safety and the right to strike. The right to strike remains. It's in the legislation.

So to preclude success doesn't reflect the model that we're using, doesn't reflect the experience of Manitoba, where the Manitoba model has certainly informed this piece of legislation. And I don't think it does justice to the people of Saskatchewan because we can turn and we can see right from that CUPE strike, where the negotiation . . . there it is towards the end of the strike and they're still deliberating on what numbers it should be for essential services.

And quite frankly I think we can do better than that. The province of Saskatchewan can and ought to do better than that. And the way we do better than that is to have this piece of enabling legislation. The key goal? That balance — public safety and security. Highways are going to be cleared. Cancer treatment's going to be available. Care's going to be available

to kids, for children in need. They're going to be able to be protected by the courts.

And this piece of legislation, informed by our consultation — five amendments, three of those amendments from organized labour — informed by organized labour so that we had more nuance, but at the same time filling that obvious gap, obvious gap, that exists within Saskatchewan without essential service legislation.

So this isn't about someone deeming another entity essential in a unilateral fashion. This is about a culture of negotiation that allows a degree of predictability and safety and security and certainty while guaranteeing the right to strike. That's what this legislation does. And I think the CUPE strike offers very real, relevant example of why this is needed.

The Chair: — Committee members, I think this would be a good time to take a short recess. We will resume at 8:20. We'll take a recess until 8:20, and then we will resume our consideration of Bill 5.

[The committee recessed for a period of time.]

The Chair: — I'll call the committee back to order. Before I open the floor for questions, I would just inform committee members that we have another substitution. Mr. D'Autremont is substituting for Mr. LeClerc. And I believe Ms. Morin would have some further questions for the minister, and I would recognize Ms. Morin at this time.

Ms. Morin: — Thank you, Mr. Chair. With respect to 10(3), does the LRB have to give a union a hearing to present its evidence and its arguments?

Hon. Mr. Norris: — Under 10(3), the board has permission to ". . . hold any hearings and conduct any investigation that the board considers necessary to determine whether or not to issue an order varying the number of essential services . . ."

Ms. Morin: — Okay but there's a difference between has the ability to do so, or may, or has to. So is it an open-ended scenario where they don't have to allow a union to — hang on a second, it's getting late — for a union to have a hearing and give its arguments?

Hon. Mr. Norris: — Certainly as a matter of course, the term is "may" as a matter of course. And I'll have Mr. Carr speak to this in more detail. As a matter of course the LRB undertakes hearings as a matter of course. So, Mr. Carr.

Mr. Carr: — Thank you, Minister. Again in my experience on the board, the board has always conducted a hearing whenever it has received an application. It recently developed policy at the board to deal with a particular type of application called the DFR. And in that situation it empowered the Chair and Vice-Chair to conduct a review and then make a determination as to whether a hearing was required or not. But in this case it would certainly be my expectation, given my experience with the board, that it would conduct a hearing into any application brought before it.

Ms. Morin: — Having said that and having heard that, if the intention is not meant for it to be discretionary for the Labour Relations Board to be able to decide that, would the minister consider putting forward an amendment to have it read "shall" rather than "may," if that discretionary intention is not meant?

Hon. Mr. Norris: — For this Act, as well as the broader operations of the board, but especially relating to essential services, we think it's best kept at the discretion and practice of the board.

Ms. Morin: — Is there any strong reasoning as to why it would be better left as a discretionary measure of the board versus something that the board should be obligated to do in terms of allowing a union to have a hearing and present its arguments?

Hon. Mr. Norris: — The key here is not to preclude or prejudge the action of the LRB, especially as it relates to considering and weighing evidence, given a specific challenge so it's to ensure that again what we've seen and what we anticipate is that this will continue with great continuity. Well what we see here is the LRB retaining that discretion. Part of that is, that way it can weigh various factors as it sees relevant.

Ms. Morin: — It would just seem odd to me that we wouldn't want that evidence and those arguments to be presented to the Labour Relations Board for them to be able to render a decision versus simply saying that we won't even hear the case and hear the arguments that the union wants to present. How long does the Labour Relations Board have to render a decision on appeal?

Hon. Mr. Norris: — The time frame as written into the legislation is 14 days. There is an option that it could go a little bit longer, but again the anticipation is that, you know, the 14-day reference point is there and certainly, you know, this is under public scrutiny. This is under . . . Fourteen days is what's expected. All this . . . there is just there I guess to address contingencies or mitigating circumstances.

Ms. Morin: — Well I know I've heard the minister say a number of times that the board must render a decision within 14 days, and that's why again I'm at a loss to understand why like there would another one of these grey areas in the legislation, that the board really has an open-ended time frame to render a decision. I mean if they decide to take six months to render a decision, they can take six months to render a decision given that the wording says, "or any longer period that the board considers necessary."

Hon. Mr. Norris: — Well if I can, I mean, this comes out of the Manitoba model. And again you know, we've seen pretty significant success from the Manitoba model, so the expectation is that it's that two-week window. Again we can't anticipate all the eventualities. It's just to say, you know, if there are some mitigating circumstances, then those will be taken into consideration.

But the expectation is — and again, people can make reference to the dialogue we're having — the expectation is that will be within a 14-day window.

Your point about the committee . . . or, sorry, the LRB and making timely decisions, you know, certainly the amendments

that we're pursuing on Bill 6 speak directly to that. What we've seen in the LRB going back to 2004 is certainly . . . you couldn't characterize what's gone on as the provision of timely decision. So the expectation, what's written in, the 14-day point and then there's a piece there, if there are some circumstances or eventualities that we cannot foresee, there is a little bit of grey area there. But the expectation and the anticipation is that this is done within 14 days.

Ms. Morin: — Thank you for that. Section 2 defines who is a public employer, and I just want to get a better handle on that as well. So according to 2(i), the city of Regina would be considered a public employer, correct?

Hon. Mr. Norris: — Yes, municipalities are covered, yes.

Ms. Morin: — And that would include then, say, for instance, the town of Tisdale?

Hon. Mr. Norris: — That would be an inclusive, yes.

Ms. Morin: — So I'm just wondering then, would all of the urban and rural municipalities been informed that they then need an essential services plan and proposals to put forward to the unions that they are dealing with? And if they have been told, can you tell us when they were told and how they were told, like what form of communication?

Hon. Mr. Norris: — There was direct dialogue with SUMA [Saskatchewan Urban Municipalities Association] and SARM [Saskatchewan Association of Rural Municipalities], and then other municipalities received these letters of invitation inviting feedback. But direct contact was made. Ms. Wellsch, actually you had direct dialogue.

Ms. Wellsch: — Yes, that's correct. I spoke with representatives from both SUMA and SARM.

Ms. Morin: — Okay. So has it then been confirmed that all municipalities that would be affected by this potential legislation then are informed about this potential legislation? Is there some sort of a check-off list that one would be pursuing to ensure that the information has been properly disseminated?

Hon. Mr. Norris: — The question as it's been phrased relates to the level of knowledge that resides within specific municipal jurisdictions across the province, and the answer is, one would have to take great caution before one could turn and say, as far as any absolutes, what feedback or response.

We've taken, I would suggest, every reasonable step to ensure that information has been made available — advertised the opportunity for input in nearly 100 newspapers across the province; invited, sent out 84 letters of invitation; participated — the deputy minister and myself — in 20 meetings encompassing nearly 100 individuals. Other ministry officials went out and held other meetings.

Various organizations — and this could be within the trade union movement, it could be within municipalities, it could be within various institutions — have their own methods of distributing that. So would I make a blanket statement to say, every councillor would know about this? No, I wouldn't do that.

I think what we could turn and say, every reasonable step and quite comprehensive one was taken to ensure that stakeholders right across the province were informed. And again based on anecdotal evidence that we have, you know, we're . . . Just as you've said you've received some, we receive feedback, again right across the spectrum — some opposed, some curious, some in favour of the legislation.

We continue to do that. We had over 80 substantive responses, and so again I wouldn't be categoric about it, but reasonable steps were taken.

Ms. Morin: — It describes SIAST [Saskatchewan Institute of Applied Science and Technology] as being one of the designated public employers. I'm curious as to why SIIT [Saskatchewan Indian Institute of Technologies] is not at this point. And is the minister considering designating SIIT as a public employer as well?

Hon. Mr. Norris: — Thank you for the question.

There are some specialized facilities within the SIAST structure that would potentially — and again it's only potentially — fit within this categorization. So to answer your question, I don't anticipate other institutions.

Ms. Morin: — I'll just follow that up. Would regional colleges be considered something, be considered as a designation under public employer as well?

Hon. Mr. Norris: — The expectation of the institutions that we've covered, that's quite purposeful. I don't anticipate regional colleges. Again there are some specifics regarding the physical plant of SIAST, the U of R [University of Regina], the U of S [University of Saskatchewan] that are quite distinctive.

Ms. Morin: — And just one more on that same twig. What about the Regina public school board division? Would that be something that would be considered to be a public employer?

Hon. Mr. Norris: — That one's clear and the answer is no.

Ms. Morin: — Thank you. It's been said that MDS for example, even though it's a private sector employer, could be considered a public employer because it provides a service to the public. So I'm wondering if the minister could just elaborate on what the definition of service to the public would be just so I can better understand what that might encompass then.

Hon. Mr. Norris: — Sure. You want the scope of the legislation.

This goes back to the previous question, good question about the inclusion of some community-based organizations. And that is, as envisioned, this related to public sector. Certainly my views evolved as more information was gathered. And so there can be provisions within the regulations. At this stage, that designation, if I can call it that, has yet to be ruled on.

Ms. Morin: — So along that line again, so for instance NGOs [non-governmental organization] could be designated as public

employers then?

Hon. Mr. Norris: — The categorization of NGO — the key line here and I'll get Mary Ellen to provide me with this — it goes back to and we'll probably revisit this during the amendments, "provides an essential service to the public."

And so what we've seen here is actually a narrowing in. Obviously there are some community-based organizations that, for example, look after individuals with pretty significant disabilities that perform an essential public service to the public. So there is some limited scope; the notion of anything out beyond that wouldn't apply.

But this notion of provision, "provides an essential service to the public" — it's reinforced by the four criteria: life, property, the environment, or the courts. And so we're dealing with a very narrow bandwidth.

Ms. Morin: — So for instance, something like a transition house that would provide emergency shelter for women and children, that could possibly be designated as an essential service under the definition of public employers then.

Hon. Mr. Norris: — Certainly the list is profoundly informative. That being said, as I've said, certainly during some of the dialogue and the consultations, there are some specific cases. I would just simply say, you know, this is going to come out as we look at the regulations. But I wouldn't comment on specifics.

I will say that during the consultations, you know, certainly there are some key areas of care that — and again I go back to some pretty compelling stories that have been told, and I've offered one of them here from one institution — where, you know, what we might term some of those vulnerable within our society could be, you know, considered within that.

The list as it is stands. Questions about the scope, again the refinement of this can be taken care of and will be taken care of as we look at the regulations. But the list as it is now really informs the direction of the legislation. What we've done in the amendment is just simply provides an essential service to the public. It's to maintain that same criteria — the fourfold criteria — and at the same time acknowledge that there are some community-based organizations and perhaps other entities that provide essential service to the people of Saskatchewan.

Ms. Morin: — No. I can appreciate the minister won't provide a definite yes or no, given that there's still some regulations to obviously to come. But given what the minister has expressed so far and has stated so far with respect to the intention of what this should be able to cover and entail, I'm just trying to get a feel for some of the agencies that might fall under this.

Like for instance, I'm also thinking of the YMCA [Young Men's Christian Association], the YWCA [Young Women's Christian Association] because they have a lot of programs that are specifically designed for children with disabilities, you know, something to that effect. Is that the intent of what else should potentially be covered in terms of the legislation?

Hon. Mr. Norris: — I think we'll just go back. The four criteria — the danger to life, the notion of premises, the environmental damage, the disruption to the courts — all of this with an eye on public safety and security. I mean I wouldn't want to speculate, you know. Here's an organization, you know . . . I don't know the programming in question.

And this is where the regulations will come in. This is where, you know, there's going to have to be an interpretation of the four criteria. Services provided by specific agencies I mean, the direction is quite clear within the Act, and the direction is the provision of essential services to the public. So I wouldn't feel comfortable speculating. I don't have enough knowledge about what specific programs are in place or under way.

Ms. Morin: — The minister stated that unequivocally that IPSCO is out; it's the IPSCO-out clause that the minister has now made famous.

So given that IPSCO is not covered by this legislation — and obviously that there's been some discussion as to why they should or shouldn't be — what about the refineries that give us gas? And I'm not talking about the kind that comes from indigestion either. But anyways could the minister perhaps elaborate a bit on what the criteria was for IPSCO out and what that would mean then for the refineries.

Hon. Mr. Norris: — One of the overriding criterions . . . The refineries, they provide a product not a service. And so the service provision, and especially the provision of essential services, that's one of the overriding criterions.

Ms. Morin: — I'm going to pass it over to my colleague. He has a couple of questions that have now twigged from our dialogue here and then I'll come back. Thank you.

The Chair: — I recognize Mr. Iwanchuk.

Mr. Iwanchuk: — In 18(1)(a) it talks about every essential service, "continue or resume the duties of their employment." Would that mean all the jobs that that person does in their daily routine or what does that mean?

Hon. Mr. Norris: — The notion of an employee-employer relationship, there's a notion of normal terms of conditions. So again without offering prescription, it's just to turn and say, you know, in the hypothetical case, I mean, normal terms and conditions of employment.

Mr. Iwanchuk: — As we were talking about clerical positions before, if you deemed you needed 30 clerical people working, I mean, because we're talking about the booking appointments and that, but they do a whole, wide range of activities. So by virtue of going to work, they would sort of just take on the duties that they normally perform that are within their classification and on a day-to-day basis.

Hon. Mr. Norris: — Yes. I think that's consistent with normal terms and conditions of the work.

Mr. Iwanchuk: — Okay. Now in 18(1)(c) it says ". . . every person who is authorized on behalf of the trade union to bargain collectively . . . shall give notice to the essential services employees . . ."

Does that then include bargaining committees, each person on a bargaining committee, or what this is?

Hon. Mr. Norris: — I would get Mr. Carr to comment on this one.

Mr. Carr: — Thank you, Minister. It would certainly be our expectation that the bargaining agent would ensure and support the requirement of the individual having been designated as an essential service employee to carry out their duties and to ensure that they understand that they're working in accordance with the terms and conditions of the previous collective agreement prior to the dispute.

Mr. Iwanchuk: — I guess it's the words "authorized on behalf of the trade union," maybe because . . . I've just been told the bargaining agent. Is that different than "authorized on behalf of the trade union"?

Mr. Carr: — In my experience, the individual authorized on behalf of the trade union is the individual who has the ability to bargain on behalf of that group of employees. And it may be an official with the union, or it may in fact be a business agent representing that union. But it would be someone in authority with the union imparting that message.

Mr. Iwanchuk: — So this does not include bargaining committees?

Hon. Mr. Norris: — It wouldn't preclude them.

Mr. Iwanchuk: — Include or?

Hon. Mr. Norris: — It wouldn't preclude them.

Mr. Iwanchuk: — Well are they in or out?

Hon. Mr. Norris: — The question, they can be. It depends on the leadership unit or the leadership model of the various bargaining units. So yes, I mean they can be.

Mr. Iwanchuk: — And I guess I . . . what I was going to go is in terms of where you were talking about municipalities and if municipalities have councillors on the bargaining committees. So under (3), it's just to try and determine who this covers. Are they then a public employer or any person acting on behalf of a public employer?

Hon. Mr. Norris: — Yes, the question with a focus, if you want, on the who. It really depends under various . . . I mean, the hypothetical scenario, you know, if an individual felt a conflict of interest, and they would recuse themselves. If they didn't, then the other party could take steps. They could take some steps, and, you know . . . Trying to offer through the hypothetical, you know, question is what happens if a person wears more than one hat — I mean, I think that's where you're going with this — and it's to turn and say, the circumstances will dictate who's around that table.

Mr. Iwanchuk: — I guess where I was leading with this is in 20 where we have the fines so that if you are deemed to be, under (c) to be ". . . authorized to act on behalf of the trade union . . ." Obviously it has quite an impact under 20 as to what level of fines. So we have to be clear. I mean, is it then the organizations that will decide under 18(1)(c) who is deemed to be acting on their behalf? Or what are we contemplating here? I mean, it's too late when the fines happen to start . . .

Hon. Mr. Norris: — The easy answer is yes. The organizations will determine who's acting on their behalf.

Mr. Iwanchuk: — And where will the money collected here for the fines, where does it go?

Hon. Mr. Norris: — That would go into general revenue to the public.

Mr. Iwanchuk: — Under 11(1) it says, "A public employer trade union may apply to the board for an order to amend . . ." I'm just not certain what orders we're first talking about. My understanding was that employers could increase, and the parties could decrease numbers. What orders are we talking about here?

Hon. Mr. Norris: — This one relates to the board. It's very similar to, it's very similar to section 9. That is, you know, the parties, they can go back down into this. And so the board can review the previous orders.

Mr. Iwanchuk: — And I understand that because under 10(1) it says, if a trade union believes that essential services can be maintained using less, looks like they can go back to the board to vary an order. What public employer, why would they go back? They have the right to increase under 9 . . .

Hon. Mr. Norris: — And decrease.

Mr. Iwanchuk: — Yes sorry. So my question just simply was, I was just trying to determine what orders they would . . .

Hon. Mr. Norris: — I'm going to ask . . . It's not to underestimate the significance of the question. It's just to say that we're getting into the fine gears of public policy. Mary Ellen.

Ms. Wellsch: — I would suggest that in order for the sections to be read together and to not conflict with each other, the variance that's done under section 9, either by raising or decreasing the number of employees as is on the employer's list is likely to occur before there is a board order made under section 10. And then the applications that are made to vary the orders up or down by either the public employer or the union under section 11 are made after there's a board order.

Mr. Iwanchuk: — In looking at this Act and in looking across the country and in trying to decide what you would do, why didn't you pick the Ontario model of no-strike?

Hon. Mr. Norris: — Yes, I appreciate the question. The information that we have actually is that the two jurisdictions that limit strikes relate to Alberta and PEI [Prince Edward Island] and we'll confirm that. We've got our list as we go here.

Yes, there are some limitations within Ontario, but that's not universal. Again the Manitoba model, what we've seen is that sense of place here on the prairies, Great Plains mosaic; the

history in the last 12 years, you know, only three cases having to be settled by their labour board. So the Manitoba model, again brought in under the Manitoba Conservatives, kept under the NDP an emphasis on negotiation, the guarantee of the right to strike. It just had considerable resonance for us. And again what we did is we were informed by the Manitoba model, but we didn't, you know . . . Our proposed Act is a made-in-Saskatchewan piece of legislation. Certainly the amendments that I anticipate we'll be turning to shortly will, you know, further reinforce that.

So there was a coherence to the Manitoba model. There was a familiarity as far as geography and some shared history, and obviously the track record, we felt very compelling as far as going with the Manitoba model.

Mr. Iwanchuk: — One of the questions that's been raised about the type of essential services legislation that you proposed here is length of what would cause . . . You've laid out in terms of having the parties, if they do not agree on an essential services agreement, that the employer can deem, and you would hope that they would work that out.

What would, what is it there, here if you have . . . And we've talked about particularly in some sectors of nurses, health care — if a lot of the people are deemed essential, how do we get to collective agreements? I mean models of . . . because unions have the right to strike, employers have the right to lock out. There's economic pressure brought to bear, all the rest of that. Where is in this model the willingness to come to an agreement?

Hon. Mr. Norris: — Actually the very model is premised on an initial agreement. And what we've seen in Manitoba and in other jurisdictions, that is, well out in front that 90-day threshold, then between the 90-day and 30-day thresholds we see, and that is, 90 and 30 days out of in front of an anticipated or potential labour action or labour disruption. So we see ample opportunity.

This legislation is ultimately meant to ensure that there is an agreement. The parties are empowered to actually come to that agreement. The mechanisms in place ensure that it isn't unilateral action, that there's a balance, that right to strike balanced with public safety. And one of the defining features of this piece of legislation — again shared with the federal government, Manitoba, Ontario, Quebec, New Brunswick, and Newfoundland — that is, the requirement that the bargaining unit and the employer negotiate essential services, so this is actually meant to help ensure that there are greater agreements on this one element.

Again to go back to the CUPE strike — and I won't read from the document itself — but it is to turn and say that it's pretty significant. What we saw during the CUPE strike spilling out during the early days of the strike into the press was an open debate, a running debate about what would be kind of the shape and substance of essential services.

What we see going much further into that strike, and certainly the quotes from some of the key players, still disagreements about what the essential service piece is going to look like. Well up to 400 people a day, by that time in the strike, were being turned away. We know that pediatrics, internal medicine, and elements of eye care were being affected. We know that on campus animals were being euthanized. And there's still no agreement on what essential services would be.

Again this is this yawning gap that sits over Saskatchewan, and that is there's no essential service agreement. We've just gone through a labour dispute, and all the way through — and you can track this in the media; this is open to the public record — all the way through, one of the issues that keeps coming up is, well what will we do with essential services?

It's time that Saskatchewan turn the page and say we know what we're going to do with essential services. We're going to make sure that they're taken care of. We're going to make sure that they're negotiated between the parties. We're going to do it not following the model of some jurisdictions where they ban the right to strike. We're not going to follow that model. We're going to say the right to strike remains. It's balanced with public safety. It's going to remain focused on public services. That what we've done is actually make sure the parameters are set.

Then what we're going to do is make sure that the parties are empowered to actually work through and walk through the negotiation first of essential services. It's more than fair for the people of this province to turn and say we understand the parameters. We understand the conditions within which a strike, a labour dispute is going to occur. And that is what we've seen is — we can point to them — we're going to make sure that cancer care is going to be provided. We're going to ensure that highways are going to be plowed. We're going to ensure that kids have access. In the CUPE strike, pediatrics . . .

All the way through, the running model, what are we going to do about essential services? We're also going to ensure that the courts can take care of kids in need.

That's the model that has been proposed. We went forward with that. We held consultations between the deputy minister and myself over nearly, sorry, nearly 100 people. We met in 20 meetings, over 80 substantive responses. We came back with amendments saying, you know, we've done our homework here. We've listened. We need to be sensitive.

We've proposed five amendments, three of which are informed by the labour movement, and we have a piece of legislation here modelled out of Manitoba, again sharing that sense of place. We look at Manitoba. Only three cases have had to be settled by their Labour Board over the last 12 years. So we see this, we see obvious progress that's been made as we've worked through, now in addition to 20 hours of dialogue and deliberations in this committee alone. And I would simply say, this government remains committed to ensuring essential services for the people of Saskatchewan.

Mr. Iwanchuk: — I would just simply point this out to the minister, that the 96 per cent of agreements are resolved. And we could, I guess that's another way of saying that 96 per cent of the cases wouldn't need essential services or because the parties have developed a mature relationship can do that. Where there's animosity, questions of whether you will reach essential services agreements or whether you'll reach agreements.

My question however was not on the essential services agreement because I understood the dynamics of reaching that. My question was on where other jurisdictions have allowed for binding arbitration or some resolution where we have . . . like the firefighters in Saskatchewan go to binding arbitration. If to those sectors . . . whether you believe that or not, I mean that's up to you. But for those sectors that would be deemed into the 80 per cent, 70, you know, per cent where we look across the country where we see that happening in Manitoba in health care where they're deemed to be essential, when you get to those numbers, when you get to the reality of where our health care system is today, and if in fact as my colleague has said, perhaps it's 100 per cent in essential services.

My question simply is that, because you've taken away binding arbitration, you've taken that away from people who might say, well how do we resolve this? And I guess that was what my question was when I threw out the Ontario model in terms of the health care. They at least have the right to go to binding arbitration or firefighters at least have that. There's nothing in this Act for those situations. And you know, we can talk about Manitoba, but we need to talk about Saskatchewan at some point as well. So that's really my question.

Hon. Mr. Norris: — I can just summarize this by saying that in Saskatchewan we've selected to protect the rights to bargain and the right to strike, and there's that balance. But for the record, we haven't taken away arbitration.

The Chair: — I recognize Ms. Morin.

Ms. Morin: — Thank you, Mr. Chair. Minister Norris, I just wanted to go back to where I was before because there's another question of course that twigged from some of the discussions we had, and that's around the possibility of others being designated as a public employer. I'm just curious as to whether any of these possibilities have been consulted with, that they may be a possibility or a probability in terms of potential designation.

Hon. Mr. Norris: — The consultation has been focused on those on the list. What I can say is, and I think Ms. Junor saw this and Mr. Iwanchuk, for example at the NSBA [North Saskatoon Business Association] where an individual walked up, offered an analysis, and then said that the community-based organization that she worked with that looks after individuals with significant disabilities, could we please be covered by that. So our consultations focused on those on the list. That's the primary area of focus. As we look to other scenarios, it'll be done in a mindful manner, you know, where obviously we have an opportunity to engage more fully those stakeholders.

Ms. Morin: — Thank you. The Saskatchewan Federation of Labour has asked the minister to look into referring this Bill as well as the other one, but this Bill specifically — that's what we're talking about — to the Court of Appeal. Is that a possibility? Is the minister considering that as a possibility in terms of referring this Bill to the Court of Appeal?

Hon. Mr. Norris: — No. I reject that outright.

Ms. Morin: — Okay. Thank you. The minister in his mandate letter from Premier Wall states that, quote, the minister is to work ". . . with the province's public sector unions to ensure essential services are in place in the event of a strike or labour action."

So given that the public sector unions in the province seem to be . . . not seem to be, are unanimously opposed to Bill 5 as it currently exists without further broader public consultations, etc., etc., how does that fit with the notion of working together with the public sector unions?

Hon. Mr. Norris: — The consultations that we engaged in offered us an opportunity to hear from stakeholders right across that policy community. As I have said, some of those entities were simply curious. Some of those entities had more refined, if not permanent opinions, some supportive and some opposed to this.

The question is about working to ensure essential services in this province, and the consultations offered us an opportunity to come back with five amendments, three of which were informed by the labour movement. The labour movement is diverse within Saskatchewan. Without getting into details, I'll say that it's not monolithic. I've had labour leaders come up to me and offer their own opinions about these Bills. And I've been surprised; I've been pleasantly surprised on some occasions. In fact I've even had a member of your caucus come up to me regarding essential service legislation. So what I'll say is, maybe I'll turn this into my own question, and you've heard it before in the House.

As we look to ensuring essential services within Saskatchewan, we do that within the Canadian context, and the Canadian context is one in which essential services are overwhelmingly embedded in legislation. And the question that remains is how the official opposition is going to vote either as a block or — perhaps as I've offered, suggested — in a free vote. That way everyone can stand up and be counted in their place to turn and say, he or she will either be supportive of or opposed to essential service legislation in Saskatchewan. That's the question that I pose to the official opposition.

Ms. Morin: — Well I can tell you that the official opposition is most definitely in support of making sure that public safety is ensured in this province — always has been. The official opposition is not in favour of this particular Bill and the way it's written because there are some serious concerns that we've obviously been expressing and asking questions about.

The minister had stated earlier on, a number of days ago, that he was most definitely interested in finding that balance, and I know he gave us some wonderful quotes — that I could dig through, but I think that the hour is getting late so I think I'll spare us and people can read through *Hansard* if they'd like . . .

Hon. Mr. Norris: — I also won't repeat them.

Ms. Morin: — As to wanting to find a balance between both employers and workers in the province and wanting to share the minister's opinions and knowledge of the issues with those two groups.

I'm very saddened that there were four opportunities in the province, one with the Saskatoon and District Labour Council,

one with the Yorkton and District Labour Council, one with the Prince Albert and District Labour Council, and one with the Regina and District Labour Council. That includes both private sector workers and public sector workers who have questions and are seeking some clarification just as we, as the opposition, are.

And there were four invitations sent to your government, the minister's government, and not one representative from the government showed up at any of these public gatherings. And they really were public information gatherings, and there were all sorts of people from different cross-sections across the community — not just from unions and such — that made presentations and certainly asked questions from the floor. I find it really unfortunate that no one from the ministry was able to attend those events. I think it's an opportunity that was lost and could have provided added clarification to what the minister is trying to do through these Bills.

On a final note in terms of my line of questioning, I just want to reiterate that I have some grave concerns about this legislation, as I've already said, in terms of the minister's suggestion that we should perhaps be voting for this legislation. That likely won't take place.

My concern is with the wide-reaching scope of the legislation in terms of who can be designated under this legislation, the notion of increased liability upon those who are negotiating the agreement, and therefore no incentive on the union to reach an agreement and likelihood of employers to overdesignate.

This legislation also states that the Labour Relations Board has the discretion to allow a union to have a hearing and present its arguments, thereby not making it an entirely democratic process in terms of being able to even state their opposition, potentially, to a designation an employer would make.

The minister states that this legislation does not take away the right to strike. However this legislation allows for an employer to potentially designate 100 per cent of their workforce as essential, combined with the fact that a union can only challenge the number of employees in each classification and the board again has the discretion as to whether or not they will even hear the case. Combine that with the notion that there is no end in sight for a result in concluding a collective bargaining agreement because there is no motivation upon an employer for to create that resolve, given that there is no sense of potentially a binding arbitration or any type of an end date solution.

Those would be my comments as to my concerns with this legislation. I thank the minister for what . . . both of us have sat through 20 hours of information seeking and gathering, and I will now turn it over to any one of my colleagues that might have further questions.

The Chair: — Mr. Iwanchuk, do you have one or two questions?

Mr. Iwanchuk: — Yes, just one.

The Chair: — Okay.

Mr. Iwanchuk: — Just the essential services and then municipalities because you said you contacted SUMA and SARM, are all these towns prepared to sit down and negotiate essential services agreements? I mean, you know, we don't hear a lot of times there's strikes in Melfort, or you are imposing this extra work on them, or they didn't see it that way?

Hon. Mr. Norris: — I appreciate the question. It would be . . . The general comment is whether we're speaking about municipalities or whether we're speaking about other entities on this list, I think overwhelmingly there's a spirit of preparedness that this is going to be the opening of a new chapter in Saskatchewan, and the chapter, that if Manitoba provides even a partial glimpse, a very optimistic chapter in our labour relations history.

Mr. Iwanchuk: — If I may be allowed a comment or two here, Mr. Chair. I guess the unfortunate part of . . . And perhaps we could have at the end of the day come to some meeting of minds on this Bill. We've talked at some length over how clear this was in your party's platform. We've talked about all the times where people have indicated — whether it be letters from the then opposition leader and now Premier to Saskatchewan Union of Nurses, former Health critics to now Health ministers — saying we don't need to go there.

And I guess unfortunate that perhaps these committees in the past have been used . . . and I've sat on, had different Bills come and air them and had people come and do presentations. Unfortunate that we had to have what was perceived by some parties closed-door consultations, and then deem them consultations. I mean obviously it's a consultation, but we in the political sphere probably would prefer public consultations — transparency. I think we all strive for that. That was missing. I think it cast kind of a negative cloud over this.

And I think perhaps if this is to be the way we go, then there were questions from the stakeholders that should have been dealt with, that we shouldn't have found ourselves in the situation of holding consultations and then various groups leaving those consultations and then saying, we do not consider this consultations. That to us — and I think that we have said that — is not our definition of democracy. It's not our definition of transparency. It's not our definition of public consultations.

Perhaps that is the way this new Sask Party government will determine that it wants to proceed, and that is — as you have said on numerous occasions — that you were given that right on November 7. And you were given rights on November 7, but I still think there's good governance. I still think there's democracy. And I still think there's public consultations. And it was for those reasons, and hardly any of the other reasons that were given here, that are causing great difficulties with this because, when you tend to bring in legislation in the manner that this legislation was brought in, it does cause suspicion, and it does cause concern among people who make their business or make this negotiations part of their livelihood.

So a very — I would say — a very, very unfortunate start, particularly when you need the buy-in of the stakeholders. It is always much better that you get co-operation and understanding of people coming into a situation. It is of concern that we might have disrupted long-standing mature relationships in the workplace by bringing this in. We no doubt will need a certain

degree of education on this. My concerns, which I raised and I don't believe I got answers to, but the issues of the larger bargaining units and how this will pass through negotiations and perhaps get caught up in Labour Relations Board hearings. I don't think those questions were answered.

Again they're hypothetical questions, but I think we could have avoided a lot of those questions and leaving question marks had we held public consultations. We have spent a considerable amount of time on these Bills. That time could have very well been shared with the public at large, could well have been shared with the stakeholders, and perhaps prevented a good deal of animosity and distrust.

But that is the way your Sask Party government determined it should go, and that is your choice to do that. We can express our concerns about that, and that I believe we have. So with that, Mr. Chair, I would end my comments.

The Chair: — Are there any other members of the committee that would have any questions for the minister? Seeing none, we will proceed to vote the Bill. Clause 1, short title, is that agreed?

Some Hon. Members: — Agreed.

[Clause 1 agreed to.]

Clause 2

The Chair: — Clause 2. I recognize Mr. Allchurch.

Mr. Allchurch: — Thank you, Mr. Chair. Mr. Chair, I wish to propose a House amendment for Bill No. 5, An Act respecting Essential Public Services.

The Chair: — Go ahead, move your motion, Mr. Allchurch.

Mr. Allchurch: —

Clause 2 of the printed Bill.

Amend clause 2 of the printed Bill:

(a) by striking out clause (c) and substituting the following:

"(c) **'essential services'** means:

(i) with respect to services provided by a public employer other than the Government of Saskatchewan, services that are necessary to enable a public employer to prevent:

(A) danger to life, health or safety;

(B) the destruction or serious deterioration of machinery, equipment or premises;

(C) serious environmental damage; or

(D) disruption of any of the courts of Saskatchewan; and

(ii) with respect to services provided by the Government of Saskatchewan, services that:

(A) meet the criteria set out in subclause (i); and

(B) are prescribed"; and

(b) by striking out subclause (i)(xi) and substituting the following:

"(xi) any other person, agency or body, or class of persons, agencies, or bodies, that:

(A) provides an essential service to the public; and

(B) is prescribed".

I so move.

The Chair: — Mr. Allchurch has moved an amendment to clause 2. Will the committee members take the amendment as read?

Some Hon. Members: — Agreed.

The Chair: — Are committee members in favour of the amendment? I recognize Ms. Junor.

Ms. Junor: — I had indicated to the Chair that I have a couple of other questions, but I would keep them until we go clause by clause. So this is my first one.

In 2, when it says essential services means danger, that the (iii), (3), and (4) under (c), the deputy minister indicated the other day that there would be some communication instrument to define what danger means and what life, health, and safety means. I would just want to know, do we have some idea of when that would be available?

Hon. Mr. Norris: — The time frame that we offered would be within weeks. It is a communications instrument, and it'll be offering up information from other jurisdictions that will just help to offer a more refined view again from a comparative framework, a comparative perspective.

The Chair: — Is the amendment agreed?

Some Hon. Members: — Agreed.

The Chair: — It's agreed.

[Clause 2 as amended agreed to.]

[Clauses 3 to 5 inclusive agreed to.]

Clause 6

The Chair: — I recognize Mr. Allchurch.

Mr. Allchurch: — A proposed House amendment for Bill No. 5, An Act respecting Essential Public Services:

Clause 6 of the printed Bill

Amend subsection (2) of Clause 6 of the printed Bill by striking out "that are to be essential services" and substituting "that the public employer considers as essential services."

I so move.

The Chair: — Mr. Allchurch has moved an amendment to clause 6. Will the committee take the amendment as read?

Some Hon. Members: — Agreed.

The Chair: — Is the amendment agreed?

Some Hon. Members: — Agreed.

The Chair: — Is clause 6 as amended agreed?

Some Hon. Members: — Agreed.

The Chair: — That's agreed.

[Clause 6 as amended agreed to.]

[Clauses 7 and 8 agreed to.]

Clause 9

The Chair: — I recognize Mr. Allchurch.

Mr. Allchurch: — Thank you, Mr. Chair. Mr. Chair, I propose a House amendment for Bill No. 5, An Act respecting Essential Public Services:

Clause 9 of the printed Bill

Amend Clause 9 of the printed Bill:

(a) in subsection (2) by striking out "notice required pursuant to this section" and substituting "notice served pursuant to subsection (1)";

(b) by striking out subsection (4) and substituting the following:

"(4) If at any time the public employer determines that more employees in one or more classifications set out in the notice served pursuant to subsection (1) are required to maintain essential services and there is no essential services agreement concluded between the public employer and the trade union, the public employer may serve a further notice on the trade union setting out:

(a) the additional number of employees in those classifications who must work during all or any part of the work stoppage to maintain essential services; and

(b) the names of the employees within those classifications who must work"; and

(c) by striking out subsection (6) and substituting the following:

"(6) Every employee who is named in a notice pursuant to this section, other than a further notice served pursuant to subsection (7), is deemed to be an essential services employee.

"(7) If at any time the public employer determines that fewer employees in one or more classifications set out in the notice served pursuant to subsection (1) are required to maintain essential services and there is no essential services agreement concluded between the public employer and the trade union, the public employer may serve a further notice on the trade union setting out:

(a) the number of employees in those classifications who are no longer required to work during all or any part of the work stoppage; and

(b) the names of the employees within those classifications who are no longer required to work during all or any part of the work stoppage.

"(8) The public employer shall notify each of the employees named in a notice served pursuant to subsection (7) that he or she is no longer required to work during all or any part of the work stoppage".

I so move.

The Chair: — Mr. Allchurch has moved an amendment to clause 9. Will the committee take the amendment as read? Is that agreed?

Some Hon. Members: — Agreed.

The Chair: — Is clause 9 as amended agreed?

Some Hon. Members: — Agreed.

[Clause 9 as amended agreed to.]

[Clauses 10 to 18 inclusive agreed to.]

Clause 19

The Chair: — Clause 19. I recognize Mr. Allchurch.

Mr. Allchurch: — Thank you, Mr. Chair. Mr. Chair, I propose a House amendment for Bill No. 5, An Act respecting Essential Public Services:

Clause 19 of the printed Bill

Strike out Clause 19 of the printed Bill and substitute the following:

"**Powers of board**
19(1) For the purpose of carrying out the intent of this Act, in addition to the powers conferred on it by this Act, the board has all the powers conferred on it by *The Trade Union Act*.

(2) An order made by the board pursuant to this Act or the regulations is enforceable in the same manner as an order of the board made pursuant to *The Trade Union Act.*

(3) There is no appeal from an order or decision of the board pursuant to this Act, and the proceedings, orders and decisions of the board are not reviewable by any court of law or by any *certiorari*, mandamus, prohibition, injunction or other proceeding.

(4) The chairperson of the board may make any rules of practice and procedure that the board considers necessary to carry out its responsibilities pursuant to this Act".

I so move.

The Chair: — Mr. Allchurch has moved an amendment to clause 19 of the Bill. Will committee members take the amendment as read? Ms. Junor.

Ms. Junor: — I have a question on (4) under 19. The change is, instead of the board, it's now the chairperson of the board may make those rules. Is this consistent with past practice of the LRB, or is it consistent with any other Canadian jurisdictions that have LRBs?

Hon. Mr. Norris: — This is consistent with The Trade Union Act. So it . . .

Ms. Junor: — The Chair?

Hon. Mr. Norris: — Yes, that's right. The reference to the Chair.

Ms. Junor: — Okay. All right. Thank you.

The Chair: — Is the amendment to clause 19 agreed?

Some Hon. Members: — Agreed.

The Chair: — Is clause 19 as amended agreed?

Some Hon. Members: — Agreed.

[Clause 19 as amended agreed to.]

[Clause 20 agreed to.]

Clause 21

The Chair: — Clause 21. I recognize Mr. Allchurch.

Mr. Allchurch: — A proposed House amendment for Bill No. 5, An Act respecting Essential Public Services:

Clause 21 of the printed Bill:

Amend Clause 21 of the printed Bill by striking out clauses (b) and (c) and substituting the following:

"(b) prescribing, for the purposes of this Act, services provided by the Government of Saskatchewan for the purposes of subclause 2(c)(ii);

"(c) prescribing any person, agency or body, or class of persons, agencies or bodies, for the purposes of subclause 2(i)(xi)".

I so move.

The Chair: — Mr. Allchurch has moved an amendment to clause 21 of the Bill. Will the committee members take the amendment as read?

Some Hon. Members: — Agreed.

The Chair: — I recognize Ms. Junor.

Ms. Junor: — There are several instances in the clauses of this Act that "prescribed" is used, and it gives a fair amount of power is deferred to the regulations. Can you give us an idea of when the regulations will be ready for us to look at?

Hon. Mr. Norris: — We anticipate that within the year, the regulations will be prepared.

Ms. Junor: — I didn't hear you; I'm sorry.

Hon. Mr. Norris: — We anticipate that within the year the regulations will be prepared.

Ms. Junor: — Thank you. Oh I guess I do have another question.

Hon. Mr. Norris: — Sure.

Ms. Junor: — So during that year when the regulations are being written, what force does the Act have?

Hon. Mr. Norris: — It will come into effect on Royal Assent.

Ms. Junor: — Royal Assent is going to be? Sorry, right away? Is that what you're contemplating?

Hon. Mr. Norris: — When the Bill passes, then it gets Royal Assent.

Ms. Junor: — And then the whole Bill comes into effect. The powers of the Bill take effect regardless of what's left for regulations to determine?

Hon. Mr. Norris: — That's right. Upon Royal Assent the Bill comes into force, and then the regulations, as per norm, the regulations follow.

Ms. Junor: — Okay thank you.

The Chair: — Is the amendment to clause 21 agreed?

Some Hon. Members: — Agreed.

The Chair: — Clause 21 as amended, is that agreed?

Some Hon. Members: — Agreed.

[Clause 21 as amended agreed to.]

[Clause 22 agreed to.]

The Chair: — Her Majesty, by and with the advice and consent of the Legislative Assembly of Saskatchewan, enacts as follows: an Act to representing essential public services Act. Is that agreed?

Some Hon. Members: — Agreed.

The Chair: — Committee members, I would ask a member to move the Bill with amendment. Mr. Allchurch moves the Bill with amendment, or to report the Bill with amendment. Is that agreed?

Some Hon. Members: — Agreed.

The Chair: — Members of the committee, I believe this concludes our consideration of Bill 5. I see the minister has a short comment. Mr. Minister.

Hon. Mr. Norris: — I will keep your prescription in mind. Once again I'll just simply say it's an honour to be here before the committee. I'd like to thank not only the Chair but fellow committee members, and most especially other members of the government caucus.

But as we have on other late evenings, if we could turn our attention to those unelected officials who have allowed us to perform the good work of this province that we put our hearts and minds into, and I just wonder if we could just give a round of applause for the officials of both this legislature and obviously of the ministry that have assisted so ably. Thank you.

Some Hon. Members: — Hear, hear!

The Chair: — Before I ask a member to move a motion of adjournment, I would like to thank all members who participated in the consideration of Bill 5 for their co-operation. I'd like to thank the minister and his officials for their co-operation. This committee has certainly considered this Bill in detail, and we have this evening concluded our consideration, and with that I would ask a member of this committee to move adjournment. Mr. Ottenbreit.

Is that agreed?

Some Hon. Members: — Agreed.

The Chair: — This committee stands adjourned.

[The committee adjourned at 21:58.]