
PSUO-SSUO Commentary on the University's

"Final Offer at a Glance" Document

The PSUO-SSUO and Provincial OSSTF/FEESO are strongly recommending that every member should VOTE NO on the University's unprecedented request for a Final Offer vote on its last tabled position on April 16, 2020.

A STRONG NO VOTE will allow your elected negotiators to return to the table to get a better deal for you.

PSUO-SSUO Executive Summary:

In the late afternoon on Friday June 19 2020, the University of Ottawa issued to you, our members, a series of communiques only days before the impending vote on its "Final Offer" on a collective agreement containing many cuts which the PSUO-SSUO Bargaining Team and Executive would never bring to you to ratify.

We, your duly elected executive and members of the bargaining team, noticed gaps and inaccuracies in the University's documentation and its characterization of the negotiation process that needed to be addressed.

We encourage you to look through this document as it explains what transpired between both parties, notably the provisions and articles that affect your employment as well as the changes to your benefits.

The vote is scheduled to open at noon on Monday June 22, 2020 and run until 4 p.m. on Friday June 26, 2020. This is the time for each PSUO-SSUO member to VOTE NO and send the University a message that delaying negotiations must end, that its Final Offer is unacceptable, and that you support your elected Bargaining Team.

By voting NO you will send your elected Bargaining Team back to the table to negotiate a better deal for you, and by extension, improvements for the greater University community from students, for Faculties and Services, and for all current and future PSUO-SSUO members.

As part of negotiations, the Parties always sign a negotiation protocol which includes a process to track articles that have been agreed to in principle.

The Parties have always printed off the final version of an agreed to article on green sheets which were then signed by the Parties providing an official record for each Party. The following chart provides what was agreed to until the last day of negotiations on April 16, 2020.

ISSUES THE UNIVERSITY AND UNION HAVE AGREED TO

Articles	UO Commentary	PSUO-SSUO Commentary
10 - Discipline	Earlier removal of disciplinary records from employees file, changed from 2 years to 18 months	SSUO initially proposed twelve (12) months but PSUO-agreed to the eighteen (18) months.
30- Occupational Health & Safety	A new article citing the right of employees to refuse unsafe work	THIS IS IN ACCORDANCE WITH LAW. This new article does not provide members with additional rights or protection but was included as information for members of their rights under the Occupational Health & Safety Act of Ontario. We support this.
45- Career Development Fund	An increase from \$24,000 to \$50,000 in funds allocated for career development and the ability for an employee to seek reimbursement for courses or training taken to maintain or improve on qualifications required for their position	PSUO-SSUO had originally requested 100,000 \$ per year but agreed to the annual 50,000 \$, an increase of 26,000 \$, in order to try and reach a deal.
Letter of Understanding to Track Overtime Hours	The University's commitment to investigate options to track overtime worked by members	For years PSUO-SSUO raised the concern of the number of overtime (OT) hours worked each year and its contribution to employee burnout. In this round, the bargaining team requested the amount of OT hours worked and whether paid or

		<p>taken as time off but the University could not provide how many members took time off.</p> <p>This letter was signed prior to June 24 2019 and there has not been any progress on the file.</p>
8 – Harassment & Discrimination	Provisions will include provisions to address incidents of violence or sexual violence	The changes to this article are the integration of the work done in 2017 as part of the current Letter of Agreement on the Sexual Violence Policy found on pp. 170-171 in the Collective Agreement.
7 – Union Release	For annual general meetings and ratification meetings	<p>The University refused to include PSUO-SSUO's proposal to have a one (1) hour paid leave to attend the Bargaining Unit's Annual General Meeting.</p> <p>The “Offer at a Glance” document misrepresents the facts.</p>
17 – Performance Appraisal	Clarification as to the focus of the appraisal process and the removal of successfully completed Performance Improvement Plans and disciplinary record eighteen (18) months after completion	PSUO-SSUO is in agreement with the University's commentary.
38 – Access to Certain Policies	The addition of two (2) policies that require SSUO-OSSTF consultation in advance of changes being made by the University, specifically, Policy 78 – Training and Development of Support Staff and Policy 22 – Tuition Fee Financial Support for Spouses and Dependents of the University of Ottawa Staff Members	The listed policies in the University's commentary were always in the Collective Agreement. The only changes is that the PSUO-SSUO will now need to be consulted before they make any changes to these policies.
50 – Job Descriptions	Enhancing the role of the Joint Job Evaluation Committee Co-Presidents to determine if an updated job requires evaluation and assigning a timeline for an employee's entitlement to retro-active pay following an evaluation	SSUO is in agreement with the University's commentary but wanted to add that the employer will now need to give each employee an evaluated job description.

OUTSTANDING ISSUES

The following section will address the outstanding issues which the University wants the membership to accept and includes the University's commentary on the text in the Final Offer document. **The SSUO and Provincial OSSTF/FEESO are strongly recommending that every member should VOTE NO on this Final Offer** and allow your elected negotiators to return to the table to get a better deal.

ISSUE	Summary of UO's Last Offer as Provided by the UNIVERSITY	PSUO-SSUO Commentary on why the University's Final Offer is UNREASONABLE
Salary & Economic Increases	Annual salary increases May 1, 2019: 1.0% May 1, 2020: 1.0% May 1, 2021: 1.0%	<p>Ontario Legislation (Bill 124) does restrict the ability of salary increases from being greater than 1 % per year but context is important.</p> <p>There are provisions in Bill 124 which allow the parties to seek an exemption from the law. <i>"The Minister is given the authority to make regulations specifying that the Act does not apply to an employer, or to employees or classes of employees. The Minister may also exempt a collective agreement from the application of the Act by regulation."</i> https://www.ola.org/fr/affaires-legislatives/projets-loi/legislature-42/session-1/projet-loi-124</p> <p style="text-align: center;">The University repeatedly refused our proposal to jointly apply to the Government for an exemption.</p>
	Letter of understanding with OSSTF-SSUO to re-engage in discussions on salary increases if relevant legislation restricting salary increases to 1% is revoked or amended.	<p>OSSTF/FEESO launched on December 12, 2019 its Charter Challenge to the Ford government's Bill 124</p> <p>The actual language in the UO Final Offer does not say what is in the summary the University sent out to the members: <i>"It is understood and agreed that the salary increases identified at point 2 are agreed to without prejudice to OSSTF/FEESO's right to continue its application in Court File No. CV-20-636421-000 challenging the constitutionality of the Protecting a Sustainable Public Sector for Future Generations Act, 2019, SO 2019, c 12, and to obtain a remedy in relation to the same."</i></p> <p>If the OSSTF/FEESO Charter Challenge to Bill 124 is successful, then the judge shall provide directions to the parties on reaching a settlement or she or he will impose a remedy. PSUO-SSUO will be ready to negotiate such a settlement should it be necessary but at this point, the language in the Final Offer as presented by the University, does not guarantee us the ability to do so.</p> <p>This is another reason why VOTING NO is the best option for members.</p>

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	<p>Change to pay for promotion The University proposes to provide the greater of: An increase from 4% to 5% OR An increase that equals one step on the salary scale for every year of previous work experience</p>	<p>This would provide PSUO-SSUO members with the same increases as the employees in PIPSC and would return to the previous practice for PSUO-SSUO members prior to the adoption of salary grids with defined steps in 2009.</p> <p>This is also the only substantive change on the outstanding issues that was made by the University since the October 2019 Strike Vote meeting.</p>
<p>Group Insurance Benefits</p>	<p>Insurance pays 80% of the cost of prescription drugs / employee pays remaining 20%</p> <p>Out-of-pocket maximum limits the impact of the introduction of co-insurance at 80%</p>	<p>The University's Offer at a Glance does not indicate that the amount of money due to the cut to Prescription Drug reimbursement from 100 % to 80 % will potentially cost each member up to 2000 \$ for the year effective January 1, 2021 and 3000 \$ per year as of January 1, 2022.</p> <p>So why is the University asking you to take a significant cut to your benefits?</p> <p>Context is important in negotiations.</p> <p><u>Bill 124 Background:</u> Bill 124 allowed for an overall increase to benefits of no more than 1 % of costs. It did not mandate any cuts to the benefit plan.</p> <p>The proposed changes to Benefits by the University is an overall significant cut to Benefits and it has chosen not to reinvest any of its salary savings to maintain the current benefits for PSUO-SSUO members.</p> <p><u>Funding Status of the Benefits Plan:</u> Based on benefit funding status data provided by the University to the PSUO-SSSUO Bargaining Team on March 3, 2020, the <u>entire benefits plan for all employees at the University was in a surplus of 394,362 \$.</u></p> <p>If the Life Insurance coverage for Retirees was excluded from the cost, as it should be, then <u>the surplus for Active Employees is 627,326 \$.</u></p> <p><u>University's Equity Argument Debunked:</u> The University says it wants to have equitable treatment for all employee groups since all of the others have accepted the 80 % reimbursement for prescription drugs rather than the current, for PSUO-SSUO members, of 100 %.</p>

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		<p>The other employee groups negotiated these cuts when the salaries were going up by 2 % per year compared to only 1 % this time.</p> <p>There was also no wage restraint legislation impeding local bargaining between the Parties. These unions and associations could freely bargain for a salary increase to offset the added costs to their members as a result of a 20% cut in the reimbursement for prescription drugs.</p> <p>The previous Ontario Government (Liberal) had introduced the OHIP+ Plan program during the negotiations by the other employee groups which provided provincially paid drug benefits to all dependent children up to the age of 26 even if a parent was covered by an employer provided benefits plan. In April 2019, the Ford Government changed who had access to the OHIP+ Plan so that if a parent had any type of benefit coverage through their employer, then their children would not be eligible to access any provision of the provincial plan.</p> <p>What is the percentage of salary lost if a member had to pay 3000 \$ out of pocket for their drug coverage each year?</p> <p>The <u>average annual salary</u> of a PSUO-SSUO member is <u>around 55,000 \$</u> which is equal to a <u>5.45 %</u> wage cut if they hit the maximum out-of-pocket amount.</p> <p>For an APUO member earning an <u>average salary of 130,000 \$</u>, it is a <u>2.3 %</u> wage cut. PIPSC members earn an <u>average salary of about 67,000 \$</u> so it is a <u>4.48 %</u> cut. IUOE 772B members earn an <u>average salary of about 66,000 \$</u> so it is a cut of <u>4.55 %</u>. IUOE 772A members earn an <u>average salary of about 72,000 \$</u> so it is a cut of <u>4.17 %</u>.</p> <p>Where is the equity in the University's position? There is NONE because they only want to go to the lowest common denominator.</p> <p>PSUO-SSUO fought off these cuts in the last round of bargaining and the benefit plan is currently in a surplus situation.</p> <p>By VOTING NO, you will allow your elected bargaining team to go back to the table and tell the University to respect you.</p>

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	Mental health paramedical services - 50% per visit up to a combined maximum \$3K per person per year	<p>Approximately 22 % of members maximized their current mental health paramedical coverage currently at 1000 \$ per year with a maximum of 50 % reimbursement per visit</p> <p>The PSUO-SSUO believes that improving this mental health coverage is important and that is why your bargaining team initially tabled similar language to the University's proposal <u>but ours kept the reimbursement of prescription drugs at 100 %.</u></p> <p>It is important to remember, in order to get the maximum reimbursement for mental health paramedical services, a member will need to spend out of pocket 6000 \$ to be reimbursed 3000 \$ because of the maximum of 50 % per visit.</p> <p>Accepting the University's Final Offer automatically comes with a potential cost of 3000 \$ per year per member for an out-of-pocket expense for your prescription drug reimbursement and another 3000 \$ to maximize the mental health benefits.</p>
	Semi private and private hospital room coverage included in the base extended health plan	<p>This is currently an Optional Benefit paid for by about 25 % of members which the University has already provided to all other employee groups.</p> <p>The potential savings for those members who opted in for semi-private hospital room would range from 85.92 \$ per year for a single plan to 162.24 \$ for a family plan.</p> <p>This improved benefit comes with the potential cost of 3000 \$ per year of an out-of-pocket expense for you for prescription drug reimbursement for a savings of 162.24 \$ per year for member who opted in, for their family, to get semi-private hospital room coverage.</p>
	Vision care benefit enhanced -- from \$80 to \$100 per exam and from \$250 to \$400 for corrective lenses	<p>This is an increase for eye exams of 20 \$ every 2 years or 10 \$ per year. The increase for corrective lenses is an increase of 150 \$ every 2 years or 75 \$ per year.</p> <p>This improved benefit of 85 \$ per year comes with a cost of up to 3000 \$ each year for out-of-pocket expenses for prescription drug reimbursement.</p>
	Hearing aids benefit added	<p>The amount available would be 2000 \$ every 5 years for hearing aids. In all PSUO-SSUO surveys, there has never been more than one (1) member asking for coverage for hearing aids.</p> <p>By accepting this Final Offer, it will potentially cost you 3000 \$ out-of-pocket per year for prescription drugs to get coverage of 400 \$ per year for a hearing aid</p>

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		which only 0.0833 % of members asked for in the PSUO-SSUO negotiations survey.
	Waiting period for access to group insurance benefits reduced from 2 years to 1 year for term employees	PSUO-SSUO proposed this improvement to benefits and is in agreement that it should still be in any offer the PSUO-SSUO Bargaining Team will bring back to its members for ratification.
Job Security & Vacant positions	<p>All temporary employees performing bargaining unit work will be bargaining unit members on their first day of employment – resulting in an increase of 100 members to the bargaining unit.</p> <p>The University proposes a Letter of understanding with SSUO-OSSTF which would provide the following: University and SSUO – OSSTF will meet no later than 60 days after ratification of the collective agreement for a detailed review of the most recent vacancy report to SSUO-OSSTF in accordance with the collective agreement and commits to act and address positions that have been vacant for more than 90 days.</p>	<p>The University's salary proposal on May 22, 2019 which was made prior to Bill 124, was for 1.25 %, 2 %, & 2 % for a total of 5.25 %. With Bill 124, the University chose to only provide 1 % per year, or 3 % overall, even though they could have asked for an exemption. <u>The University saved 2.25 % of the salary mass for PSUO-SSUO members with this approach.</u></p> <p>The purpose of Bill 124, as stated by the Ford Government in its preamble, is “to protect front-line services and the jobs of the people who deliver them.”</p> <p>The University chose NOT to reinvest any of the 2.25 % savings in salary which it had tabled prior to Bill 124 to fill vacant PSUO-SSUO positions.</p> <p>As of the February 2020 report on Permanently Vacant PSUO-SSUO positions, there were at least 55 jobs (an additional 14 vacant positions did not have the date the incumbent left) that had been vacant for more than 90 calendar days.</p> <p>The average length of vacancy for these 55 positions was 480 calendar days.</p> <p>Based on an average salary of 55,000 \$ for a PSUO-SSUO member, this would be an <u>annual savings of nearly 4 million dollars for the University.</u></p> <p>PSUO-SSUO requested that the University reinvest these savings into filling vacant positions and to guarantee a minimum complement of PSUO-SSUO members. <u>The University refused and offered the Letter of Understanding</u> to look into a process to address these vacant positions starting 60 days after ratification.</p> <p>The University also rejected the PSUO-SSUO request that when new duties are assigned to members because the vacant positions had not been filled in a timely fashion or at all, then the revised job descriptions should be re-evaluated and members</p>

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		<p>paid retroactively from the start of their additional duties should an increase in job class be determined.</p> <p>Remember that the University President declared substantial surpluses in both 2017-2018 (69.8 M\$) and 2018-2019 (91.8 M\$) largely due to unfilled vacant PSUO-SSUO positions.</p> <p>By VOTING NO, we can continue to fight for your working conditions and the learning conditions of the students by trying to get the PSUO-SSUO vacant positions filled as soon as possible.</p>
Maternity Leave and Parental Leave	<p>Changes to maternity and parental leave benefits to reflect changes made in by the federal government in 2017</p>	<p>The University's explanation in its "At a Glance" summary does not reflect the complete picture of the changes to Article 26 it is proposing.</p> <p>The University is proposing cuts to the parental leave for some members and not reinvesting savings into these benefits that would be revenue neutral.</p> <p><u>Federal Changes to Maternity Leave:</u> Changes to the Federal Law for Employment Insurance (EI) reduced the waiting period from a 2-week to a 1-week period before eligible applicants could receive EI benefits.</p> <p>The University used to pay 95 % of a member's salary for the 2-week waiting period and now they only pay the 95 % of salary for 1-week. The University is saving the equivalent of 55 % of a member's salary for 1-week with this change.</p> <p>Rather than paying 95 % for the 2nd week of the waiting period, it is now only needing to pay 40 % of a member's weekly salary since the member is receiving 55 % of their salary from EI.</p> <p>PSUO-SSUO asked for the University to reinvest, on a cost neutral basis, those savings to provide a Top-Up of 100 % of salary for members on Maternity leave.</p> <p>The University refused.</p> <p><u>Federal Changes to Parental & Adoption Leaves:</u></p> <p>For Parental or Adoption Leave, members are currently entitled to receive 95 % of their pre-leave salary for six (6) weeks. The amount they would receive was as provided in</p>

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		<p>Article 26.8.3 where the member "will receive, for the six (6) weeks, the difference between the amounts paid by Employment Insurance and 95 % of the regular salary."</p> <p>The changes to the Federal EI Law provided the choice to members to take an extended Parental or Adoption Leave by taking only 33 %, rather than 55 %, of their pre-leave salary and receive the same amount of money from EI but for a longer period of time.</p> <p>The University's proposal in the Final Offer document would change the current collective agreement language and it would only pay, for a member who took the extended leave and receiving 33 % of their pre-leave salary from EI, the difference between 55 % and 95 % of salary rather than what should be paid according to the language which is the difference between 33 % to 95 % of pre-leave salary.</p> <p>The University has actually started implementing its interpretation of the language to at least one PSUO-SSUO member and we have filed a grievance to remedy that action.</p>
Retirement Allowance	Retirement allowance provisions will no longer be offered to new employees	<p>Any changes to the Retirement Allowance (RA) will NOT affect your University of Ottawa Pension benefits you will be entitled to when you retire.</p> <p>The RA for PSUO-SSUO members is an incentive for members to retire at an earlier age (starting at 60) to maximize their RA amount since it is reduced every year past age 60. When a member retires, their replacement will be earning a lower salary and the RA program is at least cost-neutral for the University.</p> <p>Many PSUO-SSUO members use their RA to pay for their benefits when they retire. PSUO-SSUO retirees receive an annual Health Care Spending Account (HCSA) amount of 300 \$.</p> <p>The APUO has maintained its access to their version of the RA and they receive 1300 \$ per year for their HCSA. PSUO-SSUO requested improvements to the retirement HSCA and we were denied. Again, the University wants parity for all its employees by going to the lowest common denominator but refuses to provide parity that would improve PSUO-SSUO benefits.</p>

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		<p>By creating 2 different classes of members with new hires not having access to the RA, will divide the membership which can only benefit the University in the long term. This is why we ask all members to VOTE NO on this Final Offer.</p>
Pension Plan	<p>Discuss with SSUO-OSSTF the status of the University of Ottawa Pension Plan, its future and sustainability and the implications of the newly created University Pension Plan (UPP), a jointly sponsored pension plan (JSPP) for Ontario's university sector.</p>	<p>In any discussions on moving to the newly established University Pension Plan (UPP), there is a need to have accurate data and information.</p> <p>PSUO-SSUO requested from the University to provide the Union with all current and relevant data regarding the University of Ottawa Retirement Pension Plan and statistics of PSUO-SSUO members in the plan. <u>The University rejected that request</u> even though both Parties acknowledged at the table that in order to have informed discussions about Pension matters there is a need to have accurate and up-to-date data.</p> <p>The Union does not know if the University will provide any information prior to, or during, any discussions on important pension matters. With the current language in the LOU, as proposed by the University, we would be beholden to their generosity to share the information with the Union.</p> <p>By VOTING NO, you will allow your elected bargainers to go back to the table and try to get improvements to this letter.</p>

Why should You Vote NO?

By voting NO, you will tell the University you have confidence in your elected negotiators to bargain a fair deal for all parties!

IT COMES DOWN TO THIS; if we do not stick together, we will have no bargaining power as a collective to push for issues important to you — not only for today and this collective agreement but for all future contracts.

Voting yes means the CUTS the University wants to make are permanent — they will never come back.

The PSUO-SSUO Bargaining Team has confidence you will make the right choice and VOTE NO.

VOTING OPENS at Noon on Monday June 22, 2020 and ENDS at 4:00 P.M. on Friday June 26, 2020.

Please Visit www.votenopsuo.com to get the latest information.

Thank you for your continued support, and please stay safe during these challenging times.