
*PSUO-SSUO's Response to the
University's Frequently Asked Questions document*

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.

For those members who want to know more, please read the rest of the document

In the University's Frequently Asked Questions document (p.3) issued in the afternoon of Friday June 19, 2020 it made **an unfounded allegation** that the Union is responsible for the deletion of "a number of provisions [articles] that we [the University] understood the parties had agreed to in bargaining. Many of these included significant gains for the employees."

These provisions had been included by the University in its original summary "**At a Glance**" document it issued, on or about June 11 to the PSUO-SSUO members, prior to the University and the Union having reached an agreement on the content and format of the University's Final Offer text as required by the Ontario Labour Relations Board (OLRB).

The articles in question were:

- **11- Grievance & Arbitration Procedure**
- **18 – Employment & Lay-Off Priority,**
- **27 - Sick Leave.**

During the negotiations, the Parties had made efforts to reach agreement on all parts of these articles but the Union had concerns about one sub-article in each of these three (3) articles.

The practice of the Parties when there was complete agreement on an article was to print it off on green paper and sign four (4) copies for archival purposes. The University and the Union never signed green sheets for these articles and that is why we objected to having them included in the "Agreed to changes" section in Part II of the University's Final Offer document.

In working towards achieving a document both Parties could sign off to indicate the accuracy of the last proposal from the University, the Union proposed including the sub-articles that were not agreed to in the University's Last Offer as at April 16, 2020 for Changes to the Collective Agreement (Part I) while also including the agreed to sub-articles in Part II.

Please refer to the series of email excerpts between the PSUO-SSUO, the University, and the OLRB on this issue in order to reach your own conclusion of the intent of both Parties.

Date & Time of Email	Sender	Recipient	Excerpts from email exchanges between the Parties in the discussions on the text of the Final Offer Document
Sunday June 14 4:21 PM	PSUO -SSUO	University & OLRB	In order to ensure the completeness of the agreement, PSUO-SSUO has proposed that the articles that have some sections agreed to and other parts not agreed to, be separated into Part I (UO Final Proposal of not agreed to text) and Part II (Agreed to text). In order for the members to make sense of some of these articles and maintaining the University's position of using different coloured inks (BLUE for UO proposals and RED for PSUO proposals) I provided a suggested preamble for some articles.
Monday June 15	University	PSUO -SSUO	On June 11 th the University indicated while it had included these items based on its understanding and belief that the list of agreed

Date & Time of Email	Sender	Recipient	Excerpts from email exchanges between the Parties in the discussions on the text of the Final Offer Document
8:08 PM		& OLRB	<p>to items were as presented, out of respect for the Union's position the University would, and did, remove all items that the Union indicated as not having been agreed to from the last offer document.</p> <p>The University is not in agreement to negotiate the contents of its last offer. Based on the Union's feedback, there are changes in Part I of the attached document that serve to reflect the terms, phrasing, numeration, found in our April 16th document. Part II does not include the articles listed above, with the exception of Article 22, which we did find documentation as evidence of sign off between the parties. There are edits that serve in response to the Union's notes, i.e. OT tracking.</p>
Monday June 15 8:26 PM	PSUO -SSUO	University & OLRB	<p>The June 10th position of the inclusion of the listed articles was that there was an assumption that these had been agreed to in their totality.</p> <p>That is why PSUO objected to their inclusion in their totality in Part II and proposed in its last response to include the sections that were agreed to in Part II while the sections where no agreement was reached in Part I.</p> <p>The Union will need clarification from [the OLRB] what will happen if these partially agreed to articles are not included in the final offer document and the members agree to accept the UO Final Offer.</p> <p>Will they be included in the final collective agreement as they were in the final tables [sic] position or will they remain as status quo to the articles in the current collective agreement which expired on April 30 2019?</p>
Monday June 15 8:28 PM	University	PSUO -SSUO & OLRB	While we await [the OLRB's] response, from the University's perspective the articles would remain status quo to the articles in the current CA
Monday June 15 8:57 PM	PSUO -SSUO	University & OLRB	While we await [the OLRB's] response I would like to say that the PSUO-SSUO is of the opposite position realizing that this is a theoretical debate since we have confidence the members will overwhelmingly reject the University's Final Offer.
Monday June 15 9:02 PM	University	PSUO -SSUO & OLRB	Duly noted. Thank you

Date & Time of Email	Sender	Recipient	Excerpts from email exchanges between the Parties in the discussions on the text of the Final Offer Document
Tuesday June 16 2:22 PM	OLRB	PSUO- SSUO & University	<p>As discussed, the vote can proceed without the union signing off on the final offer document. The vote arrangements that I will send to Dispute Resolution Services will indicate whether the parties signed off on the final offer document.</p> <p>The union can raise objections to the content of the final offer document with Dispute Resolution Services after the vote if necessary. Please confirm if the union is signing off on the final offer document.</p>
Tuesday June 16 2:23 PM	PSUO -SSUO	OLRB & University	<p>The union will NOT be signing the final offer and reserves its right to challenge the content of the document or any other matter after the vote, if necessary.</p>

Timeline for Negotiations

In the University's FAQ, it put as its first question "**Why have negotiations with the SSUO taken so long?**" and answered it by saying that its Final "[O]ffer is on par with other University of Ottawa collective agreements and public sector groups. The current offer provides equity for unionized employees across the university." The PSUO-SSUO respectfully disagrees with this characterization.

As provided in the PSUO-SSUO FAQs document available on the www.votenopsuo.com website here are the reasons why it has taken so long to try and reach a tentative agreement with the University:

- As for the 14-month timeline, it is important to understand that the threat, and the subsequent imposition, of Bill 124 by the Ford government affected the ability of the parties to negotiate a deal since that Bill was not finalized for a full five months, leaving the parties in the dark as to the final content of the law and how it would apply.
- As the Parties were limited to the availability of everyone's calendars, including the Provincially appointed Conciliation Officer, the PSUO-SSUO tried to convince the University, during several bargaining dates, of alternative approaches to Bill 124 which was a major impediment to reaching a deal. In November 2019, the University indicated it would go back and seek further advice only to return in late January 2020 having reverted to its prior position that was nearly identical to the position we shared with the membership at the October 2019 strike vote meeting.
- The parties also had to deal with delays, following a joint request for the appointment of a Conciliation officer, related to her availability to meet with the parties.
- Also we had to cancel a meeting date due to hazardous winter weather, and now we are in the middle of a pandemic.

- It has been a unique round of negotiations!
- In perspective, the first collective agreement took nearly two years to resolve and the first renewal nearly took the same amount of time.
- Considering all of this, 14 months is not such a long time knowing that your current collective agreement provisions are frozen.

The process the Parties had to go through to agree on the membership list and the Final Offer text, which we have not been able to do, has extended the process by an additional month.

It is important to know that the PSUO-SSUO has offered numerous times since the announcement around the May long-weekend of the Final Offer vote request that we were willing to go back to the table and try and get a deal to bring to the membership for their ratification.

The University rejected those offers every time.

Now is not the time to accept a pitiful final offer to please the University!

Membership List of Eligible Voters

The University provided a question about who gets to vote on its Final Offer on its FAQ document. The University's FAQ says that "employees who retired following the expiry of the collective agreement, April 30, 2019, may also vote on the last offer."

The University has in fact officially raised a challenge with the Ontario Labour Relations Board (OLRB) to the right to vote for these retirees as well as anyone who was terminated from their employment by the University and where there is an active grievance for their reinstatement.

This means that any vote cast by these members may not actually be counted because of the University's objection. The PSUO-SSUO bargaining team has taken the position that any member who has an entitlement to any provision contained in the Final Offer should be entitled to cast a vote and have it counted towards the final result. Should the final results be impacted by these challenged votes, the Union is ready to make legal arguments for their inclusion in the final tally.

Dispelling University Spin on why members should vote in favour of its Final Offer:

In another FAQ, the University is encouraging members to vote for its Final Offer since "[t]hese are challenging and unpredictable times, and the University wants to settle this collective agreement and put bargaining behind us so that we can focus on working with your Union to adapt to the uncertainties of the pandemic and plan for the future."

These words contradict their actions.

Their decision to request a Final Offer vote on their last tabled position from April 16, 2020 has resulted in more than 2 months of uncertainty for PSUO-SSUO members forcing the Bargaining Team to focus on providing information, organizing Town hall meetings, contacting members, and going through the OLRB process of trying to agree to the eligible voters' list and the text of the Final Offer rather than sitting down with the University to reach an acceptable tentative agreement for everyone.

We offered many times to continue discussions on negotiating a settlement over this period but the University has categorically refused to accept our offer every time.

As for the pandemic impacting everyone's professional lives, the University came to the PSUO-SSUO President to ask if she would accept signing a memorandum of agreement that would significantly reduce the protections of the collective agreement in order to deal with the pandemic.

The University wanted the ability to temporarily lay-off members who were not working at full capacity from home. There is no ability under the current collective agreement for the University to temporarily lay-off members.

After listening to the rationale from the University for this unprecedented request, your President told the University we could not accept such a significant agreement which would diminish the rights and protections of members.

The University ultimately withdrew its requests but indicated it may need to revisit this decision should the situation change in the Fall.

With an overwhelming NO VOTE this week, we will be stronger to resist these requests from the University to reduce member protection during a pandemic.

Dispelling Veiled Threats of Job Actions by the University:

In another of its FAQs, the University talks about the potential impact if the Final Offer is rejected by the membership.

They say "the University and the union will continue bargaining, but there is no guarantee that the University will be able to offer anything more than the April 16 last offer." The University also hints that if a No Vote is provided by the majority of members who cast a ballot, then "an impasse [may be] reached in bargaining, [and] there is always the possibility that labour disruption may result."

This is a veiled threat that is a red herring.

As provided in the PSUO-SSUO FAQ in early June, the Union's perspective on this question is the following:

- Just as with the Strike Vote in October 2019, a strong strike mandate did not mean we would go on strike.
- A NO Vote on the University's "Final Offer" sends a message to the University that it is time to take your issues seriously and to negotiate a fair deal.

- A NO Vote means the bargaining team can go back to the table with the University to negotiate a fair collective agreement which we will bring back to you, the members, for ratification.
- The stronger the NO vote, the more pressure will be put on the University to change its positions.
- At this point in time, neither party is in a legal strike position since a “No Board Report” has not been requested from the Conciliator.

Even the University agrees with the Union that “it is important that you vote, so that your voice can be heard.” That is why we have confidence in all of the PSUO-SSUO members to make an informed decision based on the facts presented in FAQs, email bulletins, Town Hall meetings, and in the letters of support from over 40 groups, including all of the unionized groups at the University of Ottawa, that you will overwhelmingly VOTE NO on the University’s Final Offer.

Do not be cowed by the veiled threats from the University because it will not be in their best interest to ask for a “No Board report” and risk job action and reputational damage.

It is important to remember that in the past twenty years in Ontario, there have only been four requests from a Post-Secondary Institution for a Final Offer Vote so it is a rare and unprecedented event especially during a pandemic.

Each of those four votes resulted in the rejection of their respective employer’s Final Offer and they were all able to reach a better deal which both parties were able to ratify without any strike or lockout.