



Imposition of terms and conditions

Q: What does the “imposition of terms and conditions” mean?

A: The Colleges have a right under the revised Colleges Collective Bargaining Act (CCBA) to impose unilateral terms and conditions of employment rather than negotiate a settlement.

Q: Does that mean they have imposed a new contract?

A: No: absolutely not. There is no contract at all. A contract is a signed agreement between two parties, which binds both to the agreements made. Once the Colleges imposed terms and conditions, the old contract was null and void.

Q: What employment rights do faculty now have?

A: None, other than what the CCBA grants, which is the right to a union, and the minimums of the Employment Standards Act. All other rights are gone. The terms and conditions are binding on you but not the Colleges. The employer can change any condition of employment at any time. Until there is a signed contract, regular and partial-load faculty have the same rights as part-time faculty.

Q: Does this include salary, job security, benefits?

A: Yes. Any term can be changed at any time. For now, the Colleges have decided on a salary increase and to leave benefits unchanged. But, there is nothing without a contract in place to prevent them from changing salary in the future or curtailing benefits. The imposed terms already cut off the joint appeal process for denied benefits, and increase the cost of the benefit package negotiated for retirees.

Q: Is there no requirement for a vote on imposition?

A: No: the imposition requires no vote. It is unilateral. The Colleges now have the power under the revised CCBA to take a vote on their offer. The union invited the Colleges to do that rather than impose their terms and conditions. The Colleges refused.

Q: Can the union take a vote?

A: The union can take a strike vote and is doing so. The union can also take a ratification

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vote and will do so when there is a settlement at the negotiating table. The employer has the right to take a vote. The union will take a vote when it is recommending acceptance.

Q: How long will the imposed terms and conditions remain in place?

A: There are no time limits on any terms. The duration of any or all of the imposed terms and conditions is open to change by management at any time.

Q: Can the employer change anything now that the terms and conditions have been published?

A: Yes. In fact, the terms announced and published on November 18 were already different from what the Colleges said on November 12.

Q: Are there Concessions?

A: Yes, there certainly are.

You can go to http://www.opseu.org/caat/caat_ac/2009Bargaining/concessions%20letter.pdf to see the details of the takeaways or read the FAQ on concessions.

Q: How do we restore a contract?

A: There are only two ways to end this imposition:

1. a negotiated settlement, or
2. the employer takes a vote on the terms and conditions and over 50% of the faculty accept

Q: How does a strike vote help?

A: A strike vote puts a great deal of pressure on both sides to reach a settlement. It is very common to have agreements once a strike mandate is in place and a strike date is set.

Q: Must there be a strike?

A: Absolutely not. There have been a dozen strike votes in college faculty negotiations in the past and only three of those resulted in a strike. The other 9 strike votes produced a negotiated settlement.

Q: Must the imposed terms and conditions be the same at every college?

A: No. The imposed terms and conditions can be different at different colleges. The imposed terms already allow colleges to handle grievances and benefits claims differently.