



CAAT Academic
Negotiating Team

TO: CAAT Academic Faculty Members
FROM: The Faculty Negotiating Team
DATE: November 14, 2009
RE: Negotiations Break Off

Many faculty are wondering what happened for bargaining to come to a halt so abruptly, and how unilateral new terms of employment could have been introduced. Some have been asking for a review and update on the events of the November bargaining days.

At approximately 3:45 p. m. on November 12, the Colleges distributed to all faculty an issue of the management bargaining newsletter. The newsletter announced that the employer is unilaterally imposing new terms and conditions of employment.

The revised Colleges Collective Bargaining Act allows the colleges to take this action; however, nothing has happened that justifies it.

The Colleges have claimed that they are making improvements to the contract and needed to take this action to remove “uncertainty.” They claim that there are no concessions in the imposed terms and conditions. There are, in truth, several concessions in the imposed terms and conditions of employment. A follow-up update will outline those concessions. The unilateral imposition of terms of employment does not remove uncertainty at all. To the contrary, this action exacerbates the distrust and the damaged morale that the Workload Task Force noted were both serious problems in the college system. There are some minor improvements, items which the union had successfully negotiated, but in addition to the concessions, there are huge gaps still to be addressed.

Here are the events that transpired on November 12:

- The Union team made an offer of settlement at 3:30 a. m. on November 12. That offer made several moves towards the employer by amendments and withdrawals.
- The Colleges replied at 10:45 a. m. with a revised offer, which had 0.25% increase to salary and no other moves towards a settlement position.
- The Colleges advised that the union had to either accept their position or they would impose it unilaterally on November 18. Negotiations could continue only if the union accepted that all discussions henceforth had to be “within the framework” of management's positions. The colleges told the union that they had one hour to reply.
- The union contacted faculty local presidents. They confirmed that the union team had to reject management's offer and they condemned management's actions.
- The union advised the colleges at 1:30 p. m. that we were prepared to bargain further and continue through the weekend. The union told the colleges that their ultimatum that bargaining could only continue if the union accepted the management positions was not a good faith effort to reach a settlement and that we were interested in settlement.

- Not long after 2:00 p. m., the conciliator came to meet with the union and advised us that the colleges were taking the position that “talks had broken off” We asked the conciliator if the message was that the Colleges were breaking off talks and that was confirmed.
- At 3:45 p. m. we learned that faculty at the colleges had received a 3-page newsletter from the employer.

Further facts:

- Over the 5 months since June when OPSEU gave notice to bargain, the Colleges agreed to meet with the union for only 29 days in total.
- The Collective Agreement expired on August 31, 2009.
- The union offered numerous dates for further negotiations after that date. The Colleges accepted only 3 days in October and 3 days in November.
- The conciliator had been with the parties only 10 days when the employer demanded that he advise the Minister that the parties had not yet reached a settlement.
- The report of the conciliator and the notice from the Minister that the report has been received are required steps prior to a unilateral imposition of terms of employment.
- The parties were making progress in negotiations.
- The union had not scheduled a strike vote.
- The union had not planned a strike.
- The imposed terms introduce workload amendments that could see 20% of the faculty working without the workload formula.
- There are several serious concessions in the imposed terms and conditions of employment.
- There is no academic freedom language in the imposed terms.
- The imposed salary is nearly 50% less than referent group settlements including those made in 2009.
- College presidents received average salary increases of 7.48% in 2007-08.

Conclusions and rationale:

- The Colleges never seriously intended to negotiate a settlement.
 - The management newsletter had already been printed prior to November 12 and the distribution system was ready to roll it out immediately.
 - Payroll already is geared up with retroactive payments.
 - The Colleges had rejected all but 6 days of negotiations since expiry of the contract on August 31.
 - The union was tabling proposals moving closer to settlement but management was not making any reciprocal moves towards the union position.

- The Colleges stopped negotiations by breaking off talks.
- The Colleges determined that they were going to exercise their new power to impose terms and conditions rather than accept those recommendations of the Workload Task Force which they do not like.
 - The power for the Colleges to unilaterally amend the terms and conditions of employment was a new feature under the revised 2008 Colleges Collective Bargaining Act
 - The Colleges imposed terms because that is an easier path for them than honestly bargaining a mutually acceptable settlement.
- If the unilateral imposition of terms and conditions is allowed to go forward unchallenged by the faculty, there will be no future negotiations and management will be able to impose contracts henceforth.
 - There would be no incentive for the Colleges to negotiate if they can simply impose any contract that they wish.
- The actions of the Colleges are an effort to disempower the faculty and revert to a time before the faculty were unionized
 - In addition to the imposed contract, the Colleges advised the union that they would no longer be accepting any union grievances, would not be meeting with any of the joint provincial committees, would allow colleges to refuse to meet with union representatives at the college.
 - The unilateral imposition of terms of employment, no matter what those terms are, is an effort to have the long-lasting effect of eliminating collective bargaining.
 - While full-time faculty conditions of employment are certainly better, this unilateral imposition of employment terms treats full-time faculty exactly like part-timers.
 - A strike vote has often been needed in the past to motivate the Colleges to table a reasonable settlement offer.

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