



CAATFA

COLLEGES
ACADEMIC
DIVISION



Bulletin to All Faculty

January 7, 2010

You have recently received - or will be receiving - a document from the College Compensation and Appointments Council regarding the upcoming vote.

In that document, the Colleges state that: “a new contract was introduced”... and “the new contract provides...”

Both of these statements are completely untrue.

There is no contract. A contract is an agreement, usually signed, between two or more parties. A contract contains only mutually accepted terms. A contract is binding on all signatories. A contract could be imposed by legislation or by an arbitration award. A contract cannot be imposed by the employer.

The Colleges refused to enter into a contract. They imposed terms and conditions of employment on November 18, 2009. The Colleges have the right to take their contract offer to a vote of the faculty. Had such a vote passed, then there would be a contract. The Colleges refused the union’s direct request that they take the imposed terms and conditions to a vote.

The fallacious attempt just before the strike vote to portray the imposed terms and conditions as a contract is a deliberate attempt to mislead college faculty into a false sense of security.

The Colleges know there is no contract in place. In fact, in order for the Colleges to unilaterally impose terms and conditions, the Colleges Collective Bargaining Act expressly requires that there not be a contract in place.

A contract provides security and certainty to both parties for its duration. Imposed terms and conditions can be amended by the employer at any time and in any way. In fact, that has already happened.

While the imposed terms and conditions currently resemble many of the previous contractual terms, it is extremely important for all faculty to be aware that there is no contract of employment in place. Any term can be set aside, whether it pertains to the entire unit or any individual. The imposed terms currently bar union grievances. The Colleges could equally bar any individual or group from grieving. There is no legal or contractual distinction. Collective Agreements must have grievance rights. Imposed terms do not.

The strike vote is NOT a contract vote. Management has refused to take a contract offer vote. Regardless of the results on January 13, there will be no contract until there is a vote to accept an offer.