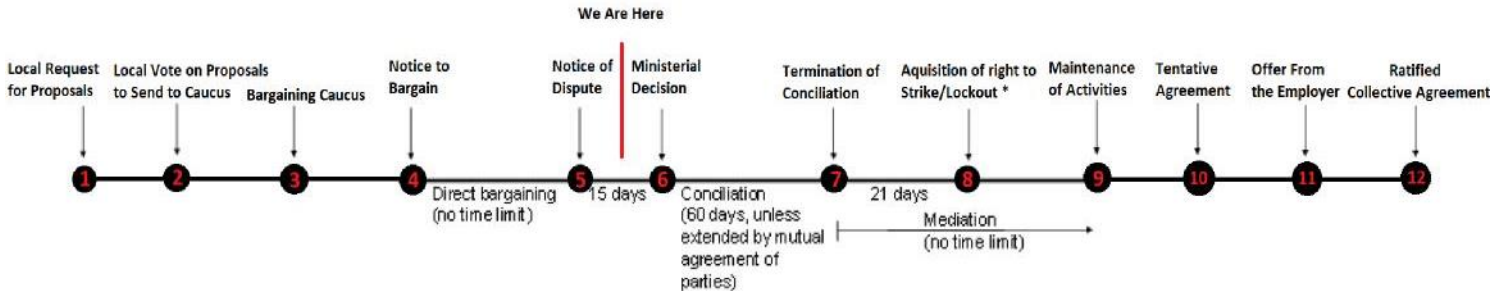


# Collective Bargaining Process

## Collective Bargaining Process

Canada Labour Code Part I

\* Right to strike/lockout cannot be exercised until:  
 1) Strike vote is taken  
 2) 72 hour notice is given



**Notice of dispute** - If an impasse is reached or if the negotiations have not started within the time specified in Section 50 of the Canada Labour Code. Which shall be without delay, but in any case within twenty (20) days after the notice was given, unless the parties otherwise agree. They shall meet and commence, or their authorized representatives will meet and commence to bargain collectively in good faith, and make every reasonable effort to enter into a collective agreement. Either party may file a notice of dispute to the Minister of Labour.

**Ministerial Decision** - In the event of a notice of a dispute which has been filed in full compliance of Canada Industrial Relations Regulations, the Minister of Labour will appoint a conciliation officer within fifteen days to assist the parties in resolving their differences. The conciliation officer has a 60-day mandate, but the parties may, if they both agree, request an extension of the time for conciliation.

**Termination of Conciliation** - At the end of the conciliation period, a 21-day cooling off period begins. During the cooling off period, the Minister of Labour can appoint a mediator to continue to assist the parties in reaching an agreement, there is no set time limit on mediation.

**Acquisition of right to Strike/Lockout** - During the cooling off period, parties acquire the legal right to strike or lockout. However, a legal work stoppage cannot take place until: the 21-days have expired, 72 hours' notice is given to the other party and the Minister of Labour, and in the case of a strike, a vote of a majority of the Bargaining Unit Members is taken within the previous 60 days authorizing such action. (Unless the parties agree otherwise in writing, where no strike or lockout occurs on the date indicated in the notice, a new notice of at least seventy-two hours must be given by the trade union or the employer if they wish to initiate a strike or lockout).

**Maintenance of Activities** - During a legal strike or lockout, the employer, the trade union and the employees in the bargaining unit must continue the supply of services, operation of facilities or production of goods to the extent necessary to prevent an immediate and serious danger to the safety or health of the public. If the parties cannot come to an agreement on what to maintain as a service, the Minister of Labor may refer the matter to the Joint Industrial Relations Committee for a decision.

**Tentative Agreement** – This may come at any point after the **Notice to Bargain** has been given. Tentative agreements (TA) are proposed collective bargaining agreements that have not been ratified (approved) by the Bargaining Unit Members. The Bargaining Committee in this case has reached an understanding with the company on a new Collective Agreement however, it does not become official until a majority of the Members of the Bargaining Unit have voted in favour of the terms and details.

**Offer from the Employer** - This may come at any point after the **Notice to Bargain** has been given. Unlike a **Tentative Agreement**, this is a proposed collective bargaining agreement that has been proposed for consideration by the employer, without the recommendation of the Bargaining Committee. It may not contain all of the elements the Bargaining Committee felt important to address, may contain concessions to the current Collective Agreement, or any number of reasons which the Bargaining Committee would articulate in meetings held for the purpose of voting on the offer from the employer.

**Ratified Collective Agreement** – After the casting of Secret Ballots of the Members of the Bargaining Unit, and upon counting a majority in favour of a proposed new Collective Agreement, its terms then become official. In the event that the offer is refused, the membership gives the Bargaining Team a mandate to return to negotiations with a strike mandate and the power to use it if they deem it necessary to achieve a fair deal.

**Maintenance of Activities** - During a legal strike or lockout, the employer, the trade union and the employees in the bargaining unit must continue the supply of services, operation of facilities or production of goods to the extent necessary to prevent an immediate and serious danger to the safety or health of the public. If the parties cannot come to an agreement on what to maintain as a service, the Minister of Labor may refer the matter to the Joint Industrial Relations Committee for a decision.

**Tentative Agreement** – This may come at any point after the **Notice to Bargain** has been given. Tentative agreements (TA) are proposed collective bargaining agreements that have not been ratified (approved) by the Bargaining Unit Members. The Bargaining Committee in this case has reached an understanding with the company on a new Collective Agreement however, it does not become official until a majority of the Members of the Bargaining Unit have voted in favour of the terms and details.

**Offer from the Employer** - This may come at any point after the **Notice to Bargain** has been given. Unlike a **Tentative Agreement**, this is a proposed collective bargaining agreement that has been proposed for consideration by the employer, without the recommendation of the Bargaining Committee. It may not contain all of the elements the Bargaining Committee felt important to address, may contain concessions to the current Collective Agreement, or any number of reasons which the Bargaining Committee would articulate in meetings held for the purpose of voting on the offer from the employer.

**Ratified Collective Agreement** – After the casting of Secret Ballots of the Members of the Bargaining Unit, and upon counting a majority in favour of a proposed new Collective Agreement, its terms then become official. In the event that the offer is refused, the membership gives the Bargaining Team a mandate to return to negotiations with a strike mandate and the power to use it if they deem it necessary to achieve a fair deal.

**Important to Remember! A Strike Mandate Does not Mean We will Automatically go on strike!**  
**It does However Empower our Bargaining Committee in Negotiations when We are Willing to**  
**Withdraw our Expertise if We cannot achieve a Fair Deal.**

**Solidarity Works!**