Chapter 12

Negotiating a Collective Agreement Using Positional and Interest-based Processes

**Contents**

EL 1 Case Challenge: Negotiating a collective agreement with nurses 2

What is happening now: 2

General Environment & Issues: 2

Outstanding Negotiation Items: 3

EL2 Case Challenge: Negotiating a collective agreement with teachers 5

General background information: 5

What is happening now: 6

Outstanding Negotiation Items: 7

Background on key issues: 9

EL 1 and EL 2: Collective bargaining preparation and requirements 9

Game rules or guidelines: 9

Norms for Negotiating: 9

Overview of Team Requirements or Assignments: 9

Assignment 1. Initial positions 9

Assignment 2. Define ground rules and participate in bargaining sessions 9

Assignment 2 - Ground Rules 9

Assignment 2 – Costing information 9

Assignment 3. Memorandum of Understanding 9

Assignment 4. Individual (or Group Paper) 9

EL 1a: Key Articles in Nurse’s Collective Agreement 9

EL 2a: Key Articles in Teachers’ Collective Agreement 9

The ELs in this section describe two labour relations simulations. You will be asked to participate in one of the two labour negotiations simulations:

* EL 1: Magnus Health Region and the United Professional Nurses: Negotiating a collective agreement between a nurses’ union and a large health region.
* EL2: the Public School Employers’ Association (PSEA) and the Provincial Teachers Federation (PTF). Negotiating a collective agreement between a teachers’ union and the province.

You will be assigned to a union or management team for one of the collective bargaining negotiations in preparation for this assignment.

## Overview

The collective agreement is the cornerstone of the human resources system as it contains the terms and conditions of employment for bargaining unit members. Since most public sector organizations are unionized, labour relations and collective bargaining are critical processes. Most HR functions and procedures are articulated in the collective agreement or affected by the labour relations process. The textbook notes that the largest unions in many countries are now public sector unions.

The phrases “power struggle” and “conflict over ideologies” are often used to describe some labour relations environments. In some contexts in the U.K., Canada, and Australia, we have seen times when labour unions seemed to have the upper hand, “holding the public hostage” or “forcing management to give in to unrealistic demands.” At other times, we may have witnessed management “contracting out services” and “being unwilling to involve the union in decisions” that might have improved productivity and service delivery.

Why is it that one Canadian city has a positive labour relations environment (with only one or two grievances per year) while a sister city has a very conflictive positional relationship (with over 60 grievances in one year)? One popular interpretation is “You get the labour relations you deserve.” That is, a positive labour relations process is about developing a positive relationship between people.

Negotiating a collective agreement can be an exhilarating, exhausting and exciting experience. It is imperative for a negotiator and their team to keep their principals, strategy and goals in the forefront of their mind through the process – whether they are negotiating for the employer or the union.

Negotiating a collective agreement can be challenging at the best of times. Negotiating a collective agreement in the public sector brings its own set of tests and challenges. These include having to deal with matters over and above employee desires and employer mandates. They also include other internal and external interests seeping into the process:

* Political and policy interests of the government of the day,
* Perceptions and support from the public and citizenry
* External environmental factors such as the economy, labour market and organizational changes

In this labour relations exercise, you will have the opportunity to experience the tensions of negotiating a collective agreement. You will understand the difficulties of working within a labour relations environment which often pits workers against management.

Good luck.

***Context***

As a bit of context, the union executive are negotiators who have been elected to represent the union members. In getting elected, they probably indicated that they would put up a good ‘fight’ on behalf of their members. Normally, their initial positions at the bargaining table came after much discussion and debate in meetings with the union members. So, giving in on them is losing face with the members. The cost is that if union negotiators do not respond to their members they will not be re-elected to serve as union executives and negotiators.

In the same sense that union executive represents the union membership, the management negotiators represent management. In the public sector, negotiators represent management in helping them meet their strategic objectives, but they are also responsive to the interests of the elected officials. Unions do not have the strength that they did years ago as legislators have reined in unions by wage restraints such as those legislating against wage increases over the cost of living or the broad imposition of zero wage increases across the public sector. In more recent cases such as with the nurses and teachers, the wage restraints have not met the cost of living increases as management has tried to catch up from previous years (in their eyes) of generous settlements. However, the management negotiators are extremely sensitive to the wishes of the politicians in charge if they want to keep their jobs.

# EL 1 Case Challenge: Negotiating a collective agreement with nurses[[1]](#endnote-1)

You have agreed to meet to resume the negotiation of a collective agreement between Magnus Health Region and the United Professional Nurses. The employer and union need to successfully negotiate a collective agreement to ensure people in the health region continue to receive high-quality, sustainable health care through valued health professionals.

## What is happening now:

The Magnus Health Region and the United Professional Nurses began negotiating their collective agreement a year and a half ago. The nurses have been without a contract for six months. Negotiations to this point have been generally courteous; many non-monetary items have been resolved. However, the parties appeared to reach an impasse two months ago and have not met since. There is growing pressure on the union and management to resolve and settle negotiations. Therefore, a final negotiation meeting has been booked to try to reach a settlement as the provincial government has indicated they may institute a binding Disputes Inquiry Board. MHR and UPN both feel they would do poorly through this processes and therefore are relying on this last negotiations session to reach settlement.

## General Environment & Issues:

* MHR provides health services to a population of 1,000,000
* MHR has approximately 25,000 employees
* Approximately 7,000 nurses are covered by the UPN agreement
* Salaries and benefits make up approximately 70% of MHR operating costs
* UPN has a total membership of 19,000 nurses across the province. MHR is one portion of their membership
* There is growing public pressure to lower wait times; especially in emergency rooms and for surgeries
* There is growing government fiscal pressure as healthcare costs continue to rise at a rate higher than general inflation
* The UPN agreement is first of four MHR collective agreements to be negotiated in the next 2 years
* A provincial election is expected in about 6 months.

## Outstanding Negotiation Items:

The following are MHR’s and UPN’s outstanding issues that require resolution:

|  | Magnus Health Region (MHR) | United Professional Nurses (UPN) |
| --- | --- | --- |
| Term | 4 years | 3 years |
| Hours of Work  | Reduce hours off between shifts from 15½ hours to 11¾ hours  | Maintain 15½ hours off between shiftsIncrease notice period for a schedule change from 14 days to 12 weeks. Changes to schedules with less than 12 weeks’ notice require penalty payment of 2X basic rate of pay (BROP)  |
| Overtime | Bank OT at 1X and pay out at 1X | Add a new provision to allow carryover of Overtime Banks to next year |
| Transportation | No change to vehicle allowance Delete requirement to provide parking “on-site”  | Increase vehicle allowance to $185/month from $130/monthAdd a new provision requiring the employer to provide free parking if a vehicle is required for workMaintain the requirement to provide parking ‘on-site’ |
| Vacations withPay | No change to vacation entitlement Part time employees can only have vacation accrual up to their FTE, all other hours worked will be paid out in the pay periodEmployees must submit 75% of vacation plan by April 1 each year | Increase vacation entitlementAllow conversion from vacation to bereavement if it occurs while the employee is on vacation |
| ShiftDifferential AndWeekendPremium | Current Agreement | Increase evening shift differential to $3.75/hour from $2.75/hourIncrease night differential to $6.00/hour from $5.00/hourIncrease weekend premium to $4.25 from $3.25 |
| Salaries | Year 1 - 0% Year 2 - 1% Year 3 - 1% Year 4 - 2% | Year 1 - 5%Year 2 - 5% Year 3 - 5%  |
| No Reductionof BargainingUnit Hours | Maintain current agreement: that total Bargaining Unit hours (in aggregate) cannot fall below the total hours worked in 2010.  | Make the total hours worked in current year the new benchmark from which the employer cannot go under. Also, change language so that BARGAINING UNIT hours will be benchmarked at each site, and not aggregate total. |
| Selectionprocess | Management driven selection process with no specific selection criteria  | Merit based process of selection based on seniority and panel made up of nurses and managers with set criteria |
| Performanceevaluation plan | Performance evaluation plan to involve feedback from patients and managers; merit based plan to give 50% of salary percentage increments | Introduce formative and goal oriented approach |
| Recruitment | External recruitment from other areas | Internal recruitment in preparation for higher level teaching and management positions |
| Nursepractitioners | Use of nurse practitioners for designated work | No involvement of nurse practitioners |

# EL2 Case Challenge: Negotiating a collective agreement with teachers

You have agreed to meet to resume the negotiation of a collective agreement in response to mounting public pressure the **Public School Employers’ Association (PSEA)** Provincial Teachers Federation (PTF). The employer and union need to successfully negotiate a collective agreement to respond to issues identified and improve their relationships with each other and with parents. In particular, the public school enrolment has been dropping and enrolment in private schools is growing at approximately 3% a year. Between school years 2000/01 and 2012/13, enrolment in independent schools independent school enrolment rate increased by a whopping 24.4 per cent (and 16.5% nationally), despite a 9 per cent drop in the province’s school-age population. The country’s school-age population (5 to 17 year olds) shrank by 6.4 per cent during this same period.

## General background information:

The modern relationship between the teacher’s union and the government began in 1987 when the government was forced to let the teachers bargain collectively after a court challenge. For the next six years, the province and the Provincial Teacher’s Federation (PTF) operated as 75 individual unions, one for each school Board before the government required the 40,000 teachers to negotiate as one group. There have been 48 strikes in a 27 year period, in addition to a controversial legislation, bitter court battles and only one negotiated contract in its history.

In the period from 1987 to 1994 when each local union negotiated with their local school board, the teachers had some major successes in negotiating principles for determining class size and composition, much of what the teachers want to preserve today. In 1994, the government created the Public School Employers’ Association (PSEA) that centralized negotiations for all school boards. The PTF felt it was a way at getting back at them, but the government felt that the previous liberal leaning government had lost financial control of the system. In the first province wide negotiation in 1995, the government wanted to start with a blank slate, but the teachers would not agree and the government resorted to legislating them back to work after a strike 1998.

In 2002, with demands for double-digit wage increases from the PTF, the conservative leaning government again legislated teachers back to work. And, they removed the right to negotiate class size and composition from the collective agreement. This was a very emotional time for teachers as they had lost something which was very important to them.

The PTF contested the legislation and, after two Supreme court decisions, the government was ordered to restore the language. (The PTF contested the 2002 legislation. In 2011, the union won and the government was ordered to restore the language. In 2014, the PTF won another case on the same legislation.) The government then appealed the decision before the Court of Appeals. On April 30, 2015, the Court of Appeals ruled that the government did not violate the teacher’s right of association. The 4-1 court ruling overturned earlier decisions by a B.C. Supreme Court judge (Judge Susan Griffin) who in 2011 and 2014 declared that the province did not consult in good faith before enacting legislation that stripped teachers of certain bargaining rights.

The case moved to the Supreme Court of Canada and while no one really expected a quick decision, the court responded with a ruling (November 10, 2016) indicating that the provincial legislation was unconstitutional:

**Nov. 10, 2016:**The Supreme Court, in a rare verbal decision from the bench after only 15 minutes of deliberation, rules in favour of the teachers in a 7-2 decision. This overturns the 2015 Court of Appeal decision and reinstates the 2014 B.C. Supreme Court Griffin decision.

Even more surprising to some observers, although not that surprising given that an election was months away, the Premier indicated that her government had $100 million in reserve to respond to the court decision. She was willing to respond.

The significance of the court ruling is that this victory can be interpreted as a challenge to some views of *management rights.* Most collective agreements have management rights clauses that give management the ability to manage the organization without interference from the union (except as agree to). This clause gives the employer the right to hire, promote, transfer, demote and lay off employees, as well as to discipline and discharge employees for just cause – subject to the rest of the terms and conditions set out in the agreement. It can also be interpreted as the right to schedule or organize the work and to change the structure of the work to be more effective.

Given the Supreme Court ruling, the government will have to revisit class size and composition. The issues are complex; a 2014 staff report from one School Board, for example, calculated it could cost millions to restore staffing levels to 2002 levels. “Smaller class sizes mean more teachers are needed,” said the School Board report, called The Impact of Restoring Class Size and Class Composition to the Levels of the 2002 Collective Agreement. “It is already extremely difficult to find enough French immersion or Montessori teachers … right now; 48 primary students would fill two classes. With 2002 language, those same 48 students could easily have to be split among three or even four classes. Rather than having to find three or four qualified Montessori teachers at the primary level, the District may have to make the decision to limit the intake number of students so that they have only two classes and therefore only need two Montessori teachers.” The Finance Minister said the province wants to move as quickly as possible to respond to the court decision and echoed the Premier’s announcement that the government has $100 million in a reserve fund to deal with the class size and composition issue.

## Outstanding Negotiation Items:

The following are the **Public School Employers’ Association (PSEA)** Provincial Teachers Federation (PTF) outstanding issues that require resolution:

| Issues | **Public School Employers’ Association (PSEA)** | Provincial Teachers Federation (PTF) (the union) |
| --- | --- | --- |
| Term | 7 years | 5 years |
| Class size and composition  | Reduce class size to 2002 levels and will allocate $100 million to restore class size and composition. Establishment of a new norms for class size and composition based on the needs of students and the ability to use technology in classes.  | The PTF wishes to re-establish guidelines recognizing the 2011 PTF proposal. The Workload Fund (costing $640-million annually) to be used for hiring new teachers, librarians, teaching aides, and smaller class sizes.  |
| Education Fund | One time, $100 millions fund to settle on all past issues; Will seek funding based on new norms for class size. | In previous negotiations, the PTF proposed $115-million for year 1, $120-million the following three school years and $135-million in after that. The government had earlier offered $300-million total for this. However, the Supreme Court ruling changes this in pointing to the 2002 class sizes. However, the PTF recognizes the needs of changed.  |
| Grievance Fund | One time, $105 millions fund to settle on all past issues | The PTF is also asking for a retroactive grievances fund, to the tune of $225-million over the life of the contract, which would cover things grievance that that teachers have on issues like teachers’ prep time, on-call instructors and improvements to health benefits.  |
| Wage Increase | July, Year 1: 1%; February, Year 2: 2%; July, Year 3: 1%; July, Year 4: 0.5%; May, Year5: 1%; July, Year 5: 0.5%; May, Year 6: 1%; for a total of 7%, not compounded. | 12% salary increase over five years, 4% in the first year, followed by 2% a year for the following four years, for a total of 10%, not compounded. The proposal also includes an additional increase equal to the difference between the actual and forecasted GDP. This is down from the 13.5 per cent over three years it had asked for earlier in the year. The PTF views the employer’s offer of 7%, given the annual inflation rate of about 2% a year, a wage cut. |
| Benefits | At the end of the contract, that would mean an extra pool of money worth $11-million, and how that gets distributed would be decided through a collaborative process involving both sides. | Improvements to the extended health benefits plan, such as $700 per year for massage therapy, up from $500 annually, and the inclusion of fertility drugs. (A proposal for up to $3,000 in massage benefits for those with chronic illnesses was taken off the table in August.) The PTF is also seeking improvements to the dental plan, continuation of benefits for dependents 12 months after a teacher’s death, and for teachers on long-term disability to receive the same benefits coverage as those who are working, among other things. |
| Signing Bonus | $1200 | $5000 |
| Pregnancy/parental supplemental employment benefits | No details provided. Any changes to pregnancy and parental benefits would come from the same pool of money as the other benefits. | For mothers, the union is asking for the employer to pay the difference between EI benefits and employees’ salaries for the first 17 weeks that they are on leave. That means between EI and company benefits, the mother would receive 100 per cent of her salary for the first 17 weeks. For the remaining 35 weeks of her leave, the BCTF is asking the employer to top up her pay to 60 per cent of her usual salary. The BCTF is asking for fathers’ salaries to be topped up to 100 per cent for the first two weeks, then 60 per cent for the additional 35 weeks. |
| Preparation time | Joint employer/employee committees would be struck to discuss prep time for secondary teachers and adult educators. | Elementary school teachers currently get 90 minutes of preparation time a week. The PTF has proposed increases to preparation time to 120 minutes a week this year, 150 minutes next year and 180 minutes in 2016. |
| Performance Appraisal article | Teachers should have a yearly evaluation (instead of evaluations during 1st, 5th, and 10th year (or upon request). The purpose is to have a regular ongoing evaluation.  | Maintain but improve current system and focus on career planning. |
| Premiums for the medical, dental and extended health care plans | The Employer cannot afford to pay premiums for the medical, dental and extended health care plan unless it is taken from salary entitlement. | The Employer shall pay premiums for the medical, dental and extended health care plans. |
| Merit Based Pay | The employer is interested in a merit system that is linked to performance in and out of the class room. | The teachers are not interested in any system that is not linked to career development. |

**Opening positions:**

Management and the Union have exchanged their initial positions, listed below, in previous negotiations. You may assume that all other matters covered in the existing agreement are not subject to negotiations.

**Public School Employers’ Association (PSEA)**

* Term: Seven years
* Class size and composition: The government has a $100 million fund to respond to the supreme court ruling, but there is no clarity of how much it will cost to completely respond to the Supreme Court ruling. The Union is guessing that the cost will be much higher at $640 million. *The previous negotiated class size limits were 20 for K, 22 for Grades 1–3, and in most districts Grades 4–12 classes were capped at 30. The collective agreements ensured that the resources and staffing were in place to maintain reasonable class sizes. However, the situation has changed in the Schools as the needs are different than they were in 2002 with more special needs instruction. In addition, new technologies might allow for larger class sizes in some areas.*
* Educational Fund. A $300-million education fund would be established to hire bargaining unit members to address the contentious class size and composition issues that have dogged much of the lengthy labour dispute. However, the size of this fund depends on the class size and composition model. There is a recognition that the costs could be much higher.
* Grievance Fund. The government would provide a one-time, $105-million fund to settle union grievances around all issues, including class size and composition, for the union to use as it sees fit; the union has indicated it would distribute this money to members in the form of a signing bonus.

***Wage increase:***

July, Year 1: 1%;

February, Year 2: 2%;

July, Year 3: 1%;

 July, Year 4: 0.5%;

May, Year 5: 1%; July,

Year 5: 0.5%; May,

Year 6: 1%; for a total of 7%, not compounded.

The proposal also includes an Economic Stability Dividend – an automatic wage increase if the economy performs better than forecast – in four instalments. If the contract term is extended to seven years, teachers would get additional wage increases of 0.5% in July, Year 6 and 1% in May, Year7.

* Benefits: The employer is providing no details on benefits. Instead, it has proposed increasing benefit payments within the same limits as the salary increases. At the end of the contract, that would mean an extra pool of money worth $11-million, and how that gets distributed would be decided through a collaborative process involving both sides.
* Signing Bonus: $1200.
* Pregnancy/parental supplemental employment benefits: No details provided. Any changes to pregnancy and parental benefits would come from the same pool of money as the other benefits.
* Preparation time: Joint employer/employee committees would be struck to discuss prep time for secondary teachers and adult educators
* Performance Appraisal ArticleE5.: Teachers should have a yearly evaluation (instead of evaluations during 1st, 5th, and 10th year (or upon request). The purpose is to have a regular ongoing evaluation.
* Clause XIV – Insurance: The Employer cannot afford to pay premiums for the medical, dental and extended health care plan unless it is taken from salary entitlement;
* Merit based pay: The employer is interested in a merit system that is linked to performance in and out of the class room.

**Provincial Teacher’s Federation (PTF) (the union)**

* Terms of Contract: Five years. But, the teachers expressed willingness to increase to 7 years if there was an additional wage increase.
* Class size and composition: Establishment of a new Workload Fund (costing $640-million annually) to be used for hiring new teachers. Teachers want the Supreme Court decision ordering a return to 2002 class-size and composition limits restored within their collective agreements. *The previous negotiated class size limits were 20 for K, 22 for Grades 1–3, and in most districts Grades 4–12 classes were capped at 30. The collective agreements ensured that the resources and staffing were in place to maintain reasonable class sizes. However, the situation has changed in the Schools as the needs are different than they were in 2002 with more special needs instruction. In addition, new technologies might allow for larger class sizes in some areas.*
* Educational Fund. The union says this would amount to “several hundred new teaching positions each year.” The amounts would be divided into $115-million for year 1, $120-million the following three school years and $135-million in 2018-19. The government had earlier offered $300-million for this. The Supreme Court ruling has changed this. However, the size of this fund depends on the class size and composition model. There is a recognition that the costs could be much higher.
* Grievance Fund: The PTF is also asking for a retroactive grievances fund, to the tune of $225-million over the life of the contract, which would cover things grievance that that teachers have on issues like teachers’ prep time, on-call instructors and improvements to health benefits.
* Wage increase: 12% salary increase over four years, 4% in the first year, followed by 2% a year for the following four years, for a total of 10%, not compounded. The proposal also includes an additional increase equal to the difference between the actual and forecasted GDP. This is down from the 13.5 per cent over three years it had asked for earlier in the year. The PTF views the employer’s offer of 7%, given the annual inflation rate of about 2% a year, a wage cut.
* Benefits: Improvements to the extended health benefits plan, such as $700 per year for massage therapy, up from $500 annually, and the inclusion of fertility drugs. (A proposal for up to $3,000 in massage benefits for those with chronic illnesses was taken off the table in August.) The PTF is also seeking improvements to the dental plan, continuation of benefits for dependents 12 months after a teacher’s death, and for teachers on long-term disability to receive the same benefits coverage as those who are working, among other things.
* Signing Bonus: $5000.
* Pregnancy/parental supplemental employment benefits: For mothers, the union is asking for the employer to pay the difference between EI benefits and employees’ salaries for the first 17 weeks that they are on leave. That means between EI and company benefits, the mother would receive 100 per cent of her salary for the first 17 weeks. For the remaining 35 weeks of her leave, the PTF is asking the employer to top up her pay to 60 per cent of her usual salary. The PTF is asking for fathers’ salaries to be topped up to 100 per cent for the first two weeks, then 60 per cent for the additional 35 weeks.
* Preparation time: Elementary school teachers currently get 90 minutes of preparation time a week. The PTF has proposed increases to preparation time to 120 minutes a week this year, 150 minutes next year and 180 minutes in 2016 .
* Performance Appraisal Article: Teachers should maintain the current evaluation system which occurs during 1st, 5th, and 10th year (or upon request) but focus it on goal setting and career development.
* Clause XIV - Insurance "The Employer shall pay premiums for the medical, dental and extended health care plans.
* Merit based pay: The teachers are not interested in any system that is not linked to career development.

## Background on key issues:

*Class Size and composition.* The legislation of 2002 increased caps for primary grades. (Up from 20 to 22 for Kindergarten and from 22 to 24 for Grades 1-3.) Grades 4-12 classes no longer had firm limits. The education ministry only required that boards maintain a district-wide average of 30. As a result, class sizes increased dramatically and support for students with special needs decreased significantly.

Before 2016, the problem grew to the point that ministry data revealed there were more than 9,200 classes of 31 or more. That means hundreds of thousands of students are in overcrowded classes at present according to the 2002 levels.

On the surface, the Supreme Court surprise decision means that 2002 collective agreement language is restored on class size, class composition and specialist teacher ratios. The PTF estimates it could mean adding $250 million to $300 million to B.C.’s $5.1-billion annual school budget. However, no one knows, and some past estimates made in 2014 estimated as much as $1 billion.

So, part of the next bargaining involves restored language while education fund will continue in effect until there is agreement on implementation or changes to the restored language. The restored language involves changes to 1,400 distinct clauses, and some of the terminology and practices used in those clauses, particularly about students with special needs, has changed since 2002.

The charts below[[2]](#endnote-2) attempt to show the difference between the rules in 2002, and a PTF proposal in 2011. The 2011 proposal is significant because it marked the first time the teachers offered to consolidate the language provincewide.

|  |
| --- |
| **Comparison of class size** |
| Class size | 2002 level | Present day; # of students | 2011 proposal by PTF |
| Kindergarten | 20 | 22 | 20  |
| Grade 1 | 20 | 24 | 22 |
| Grade 2-3 | 22 | 24 | 22 |
| Grade 4-7 | 30 | 30 | 26 |
| Grade 8-12 | 30 | 30  | 28  |
| Technology/shop classes | 24 | 30  | 20  |

Although there are no specific limits on the numbers of special needs students in classes or rules about how many specialist teachers need to be in place in current practice, the government does provide a $100-million education fund to provide additional teachers to address specific student learning needs.

It should be noted that all of the figures allow for some exceptions and some flexibility.

|  |
| --- |
| **Comparison of class composition** |
| Class composition | Class sizes reduced by 1 for the first 2 students with special needs & by a further 1 for a 3rd Special needs student. No more than 2 students except in special cases | No requirement: In 2015, there were 16,516 classes with 4 or more special needs students and 4,163 with 7 or more special needs students | Special needs in some categories count as 2 students & in other categories as 3 using a weighting formula |
| Specialist teacher rate |  |  |  |
| Teacher librarian | 1 for 702 students | No requirement | 1 for 500 students |
| Teach counsellors | 1 for 535 students | No requirement | 1 for 500 students |
| Learning assistance teachers | 1 for 504 students | No requirement | 1 for 400 students |
| Special education resource teachers | 1 for 232 students | No requirement | 1 for 250 students |
| ESL teachers | 1 for 64.7 identified ESL students | No requirement | 1 for every 2000 students |
| School psychologists | unknown | No requirement  | 1 for every 2000 students |
| Speech language pathologists | unknown | No requirement | 1 for every 1000 students |

In addition, two out of every three classes have students with special needs, and in 5% of the classes there are FIVE OR MORE students with special needs. The Education Ministry did not collect any class-size data whatsoever between 2002 and 2005, and indeed took no interest in conditions in the schools. The ministry only required boards to declare that they were in compliance with the legislated limits.

Past government policy suggests that class size and composition is not the issue and indicates that the province’s educational outcomes have “significantly improved” since the formulae was removed from contracts in 2002. In fact, they say the province has the best outcomes in the country. The teachers are arguing that the class room issues are much more severe than they were 10-15 years ago as there are more children with designated difficulties.

*Number of teachers.*In the last 12 years, the province has lost 1,400 specialist teachers, while close to 700 special-education teachers, more than 100 counsellors and 300 teacher-librarians have been cut from the system.

*Number of children in private schools.*Demographics have shifted in the last 12 years as there are fewer people going to public schools. While the number of people going to private schools has increased (perhaps, because of disenchantment with the public schools), there are fewer children going to school overall.

 In all, there are approximately 616,000 children in public and private schools; of which approximately 76,000 are in private schools. In 1977-78, private school enrolment was just 1 in 20 children; in 2013-14, there were 1 in 8 students. Private schools are subsidized by government and depending on formula they can get 35% -50% of what public school allocation per student. The union is very critical of the government ministers, many of whom send their children to private schools.

*Cost of Supreme Court ruling.*There is no consistent view of the cost of returning to the 2002 ruling. The Coalition of BC Businesses, which said it would cost $2-billion annually. Another estimate of $200-million is considered low, so the truth must fall somewhere in between. The union has indicated a willingness to negotiate on these costs.

At the root of the current labour strife are a pair of court rulings related to provisions around class size and composition that were stripped from teachers contracts a dozen years ago. In 2002, a previous government introduced legislation that took classroom makeup – the total number of students and the number of special needs kids in each class – out of the collective bargaining process. The PTF challenged it in the courts, arguing that they should be able to negotiate those components because they have a significant impact on teachers’ working conditions. The court rulings have sided with the teachers and they declared government actions as unconstitutional and invalid. The government originally appealed the rulings and were allowed to delay restoring the provisions until the appeal is held. The government argued that retroactively restoring the language around class size and composition that it had removed from teachers’ contracts would require expensive new infrastructure, disrupt school programs and cost taxpayers $2-billion. The Supreme Court ruling has required new changes and a negotiation of class sizes and compositions within the context of the current environment. It is against the backdrop that the current labour dispute is unfolding.

*Salaries of Teachers.* The government has indicated that the annual compensation for teachers to be nearly $89,000, which includes $70,624 for salary and more than $18,000 for benefits. A teacher with a master’s degree with 10 years’ experience should get more than $100,000, according to the Ministry of Education.

The union disputes this with a chart what ranks teachers within a 10-step grid. It suggests that Grid 5 teachers make $74,353, while an equal in another province will make $95,354 or $84,681 in different provinces.

# EL 1 and EL 2: Collective bargaining preparation and requirements

You have agreed to meet to resume the negotiation of a collective agreement in response to mounting public pressure from union membership, the public and government. You will participate in one of the following negotiations:

* Magnus Health Region and the United Professional Nurses
* Public School Employers’ Association (PSEA) and theProvincial Teachers Federation (PTF)

Given the two parties’ opening positions, there appears to be outstanding issues that require resolution for the union and management in these negotiations. Teams reaching agreement must submit the terms of their settlement to the instructor.

During the course of bargaining, the instructor will be available to both teams to respond to questions and to discuss bargaining strategy. The bargaining simulation will begin when management and union executives meet and to begin the negotiation and agree of the ground rules for the negotiations and present their teams’ initial positions.

## Game rules or guidelines:

1. You are asked to convene 4-6 bargaining sessions and caucuses. After each bargaining session, you should caucus and review your progress and prepare your arguments for the next session.
2. During each bargaining session, it is normal for someone to record what has happened. One member of each team should summarize what happened and then send copies of this to other team members.
3. The instructor will play various roles such as providing information from the government, public, or union membership. From time to time, you might receive communications such as those that a premier or some other government minister might make.
4. In preparation for the negotiations, each team should select a chair person and each team member should be assigned specific roles and responsibilities. That is, the chair will convene team meetings and make contacts with the other party. The chair is your main spokesperson.
5. In this negotiation, we are varying from the norm of having only one spokesman and we are asking each team member to have a defined responsibility for certain issues. The team member will be the spokespeople in offering proposals on different issues, carrying out research, and defending their positions.
6. Within each team, we would like you to review norms and expectations for working effectively together. You might review the exercise on the website which asks you to define team norms, performance expectations and competencies. That is, you might begin by having each team member review examples of positive and less positive team experiences they have experiences. Based on these examples, the team might make a list of the norms and expectations in the following areas: (i) values and beliefs about working together, (ii) values in treating others, (iii) our responsibilities as employees/students.
7. **N.B.** The only acceptable evidence that an agreement has been reached is the submission to the instructor of a Memorandum of Agreement (MOU) signed by both parties.

***Bargaining sessions on the internet and in person:***

Different teams will conduct their bargaining sessions in different ways. Some might have the opportunity to meet in person while others might use Skype or conference calls. The instructor will be available to you to discuss ways for your groups to convene.

## Norms for Negotiating:

Negotiations are rarely the high profile performances we see in movies but are often more like meetings or low profile debate where the spokespeople from each side give their points of view. Sometimes, there appears to be a lot of talking with no action before the real deals are made. Some settlements are ‘a give and take exercise’ where one party might say ‘if you give a little on this issue, we are prepared to accept your suggestion on another issue’.

You might scan Youtube to find some examples of what negotiations look like.

<https://www.youtube.com/watch?v=GvEMug6xOKg>

https://www.youtube.com/watch?v=K7T4QX37-Tk&t=875s

<https://www.youtube.com/watch?v=TvsdFrh_wiA&t=9s>

You might check also check Youtube to find some examples of negotiation principles:

<https://www.youtube.com/watch?v=MXFpOWDAhvM&t=187s>

<https://www.youtube.com/watch?v=o108L3eYNU0>

## Overview of Team Requirements or Activities:

* Before and During Bargaining
	+ Activity 1. Define initial position as individually: (goals, BATNA and principles)
	+ Activity 1a. Define initial positions as a group
	+ Activity 2. Define ground rules and participate in bargaining sessions
		- Define Ground Rules (1 page single spaced)
		- 1-2 page indicating costing assumptions
		- Progress Report
* After Bargaining
	+ Activity 3. Memorandum of Understanding (MOU)
	+ Activity 4: Individual or Group Paper

**Before and During Bargaining sessions**

The negotiation should be divided into different bargaining sessions. There will likely be 4-6 such sessions.

When management and union teams meet with each other at the bargaining table, a team spokesperson will present their position and rationale for their position. After the presentation, the opposing team might ask questions for clarification before caucusing before returning again to present counter proposals.

The meetings at the bargaining table are carefully planned. There is some formality at the meeting which is led by the team leaders. Each team will have spokes people for presenting the proposal and counter proposals. Other team members do not speak out of term and are there to illustrate their support.

The initial bargaining session is like the initial statements during a debate where you put forth your position and hear positions of the other side. You may ask for clarification. Then, you should caucus and prepare your counter proposals. There should be one spokesperson (and possibly 2) for each bargaining session. Your team members are your ‘wing’ people.

You should then caucus.

During your second bargaining session, you are to present your counter proposals. You may convene 4-6 bargaining sessions before your final agreement

## Activity 1. Initial positions

Before the first negotiation session with the other party, each team is to develop a bargaining strategy. The 2-3 page document should include: [[3]](#endnote-3)

(i) Your target goal on each issue. The target goal is what you want to achieve and would be considered a ‘win’.

(ii) Your reservation position on each issue. The reservation position is your absolute minimally acceptable position, i.e. you must be willing to strike or lockout before you will give any more than this resistance point (this describes your walkaway terms or BATNA – Best Alternative to a Negotiated Agreement).

(iii) Your negotiation principles and tactics. Principles describe your working rules and are based on experience, evidence and science. All people work within principles when they negotiate. In this negotiation, we are asking you to articulate your principles and then assess how you used them after completing the negotiations.

Your principles might reflect interest-based negotiation (Getting to Yes) and resemble those in table 12.1. See also PL 1 in this website.

We want you to hand in your initial positions (in an e-copy and paper copy) **before the simulation begins.**

After the bargaining has been completed, one aspect of your final activity is to assess your ability to meet your goals working within the principles you defined.

**Table 12.1 – Principles Guiding my Negotiating**

1. RELATIONSHIP: AM I PREPARED TO DEAL WITH THE RELATIONSHIP?

1. A good negotiating relationship is needed to address differences and conflicts.
2. Separate people issues from substantive issues.
3. Plan and prepare to build and maintain a good working relationship.
4. Be respectful, trustworthy and unconditionally constructive.

2. COMMUNICATION: AM I READY TO LISTEN AND TALK EFFECTIVELY? CREATING A LEARNING CONVERSATION

Core Skills – Basic Communication Skills in Negotiation

Active listening – To do active listening, we must overcome some of our tendencies and habits that interfere with good listening.

Acknowledging what has been said and felt – Have you effectively demonstrated to the other negotiators that you have heard and UNDERSTOOD what they have said? Use paraphrasing and summarizing.

Listen to understand, speak to be understood – Have you thought about ways to communicate with the other party by using words (and at the right time) in a way that they will understand?

Speak about yourself, not them – Have you let them know what are the crucial issues for you and your community and how you feel about the problem at hand? Use “I” statements.

Speak for a purpose – Have you thought through the timing and impact of what you wish to say? Be clear and concise.

Core Skills – Communications to Gather Knowledge and Learn About Their Interests

Clarifying and Probing Skills

* Have you thought about basic questions for clarification (including empathetic questions) you might ask to draw out the interests from the other negotiators? E.g. can you explain…?
* Could you use consequential questions to draw out the other side? E.g. what would you need to…?
* Integrative Framing Skills
* Paraphrasing – Have you given feedback in your own words or what you understand the key concerns and interests on the other side to be? Summarizing – Can you accurately draw together the main points of the discussion up to that point in time?

3. INTERESTS: WHAT DO PEOPLE REALLY WANT?

1. Collectively identify and articulate the interests, concerns, and needs of all relevant parties (mine, yours, theirs). Try to Remember: most parties do not know all their interests or necessarily agree on their interests.
2. Identify and prioritize community interests together. Get on the same page.
3. Probe for your and their unarticulated or underlying interests.
4. Share and clarify the respective interests of the parties. Move beyond speculation about to acknowledgement of their interests.
5. Identify and share common interests as a basis to develop options.
6. Interests from the agenda

#### Activity 1: Structure

*Length*

* 2-3 pages, plus tables

*Structure*

Your statement might include the following two subsections, depending on the role you are assigned:

1. Issues and goals: You might define the issue and its importance from your point of view. Then, you might identify a target goal and steps you will take.
2. Your reservation position on each issue. You might define your BATNA in addition to defining alternatives settlements.
3. Principles: Your negotiation strategy for achieving your goals: What is your negotiation strategy, bargaining principles and tactics for implementing? See Personal Learning section on website.

You might use tables to summarize the above points. For example:

#### Issues

#### Union Issues

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Issues & importance |  Support or evidence of importance | Target Goal/ Objectives | Initial steps or tactics | BATNA |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| Etc.  |  |  |  |  |

#### or

#### Management Issues

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Issues & importance |  Support or evidence or importance | Target Goal/ Objectives | Initial steps or tactics | BATNA |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| Etc.  |  |  |  |  |

The following table provides an example linking the goal to tactics

|  |  |  |
| --- | --- | --- |
| Issue  | Goal | Tactics  |
| 1. Pay | Introduce a pay system where part of the salary is based on performance of the company | Emphasize a 0% salary increase objective but be willing to compromise and offer 2% for the first year if union accepts that part of the salary system in future years be linked to bonuses tied to the organization’s performance. Offer a bonus structure based on performance and cost saving. If pushed, we will agree to a joint union management committee to administer the system. Tie performance pay to the pension plan and increasing cost of benefits. Indicate that we need to increase productivity and reduce costs to be competitive. We should outline statistics which review the increasing cost of benefits and the unsustainability of our pension.  |
| 2. Pension plan | Move from a defined benefits pension plan to a defined contribution plan | Illustrate that our pension system cannot sustain itself, given the retirements and the increased life span of our retirees. Argue for a defined contribution plan but be willing to accept a joint defined contribution/ defined benefits plan which shares the risk.  |

#### Principles

Define and support 5-7 principles

#### Tactics

You might wish to outline some of the tactics or ways you plan to implement your principles in achieving your goals.

## Activity 2. As you participate in the bargaining sessions, we would like you to summarize some ground rules, costing information, and provide a progress report

* Ground Rules: 2-3 pages summarizing ground rules (after the 1st bargaining session)
* Costing information: 1-2 pages indicating costing assumptions (after the 2nd bargaining session)
* Progress report: 2-3 pages (midway through your bargaining

There will be 4-6 bargaining sessions each which is followed a chance to caucus. Often, labour and management groups spend more time caucusing that meeting. The following is a suggested schedule for various meetings. Please recognize there is a bit of leeway….

#### 1. Bargaining Session 1:

Please introduce your team to the other party and schedule your first bargaining session. The purpose of this session is agreed upon ground rules and to offer initial positions.

You are asked to summarize your agreed upon ***ground rules.***

In your bargaining, you have your issues in front of you but you have your stance or initial positions. That is, don’t ‘give away the farm’ in this first session. This is bargaining. This is where your objectives and tactics come to play as you want to achieve your union or management goals.

So, each party should give their initial positions on each of the issues. After the party gives their position, you might ask for clarification questions, and do whatever posturing you want.

After this meeting, you should caucus as a group and prepare your rebuttals or counter proposals.

#### Bargaining Session 2

During this meeting, you can present your counter proposals. And, you might ask for clarification on their counter proposals. However, after this meeting, you might want to discuss issues and ask questions of the other party. During or after this meeting, in addition to caucusing, you might want to have more dialogue with the other party and communicate with them in testing out proposals and counter proposals. So, there might be some negotiation which goes on beyond the main bargaining session. So, there is a lot of back and forth here.

During the bargaining session, you might agree to table some issues and work on these as a subcommittee of union and management. For example, you might agree to work on certain less controversial issues using an interest based approach.

#### Bargaining Session 3

This is where you are getting close to your final proposals where you attempt to find a solution. You might still have to caucus and table some issues and come back to them.

#### Bargaining Session 4

This should be the time you sign off everything…hopefully… In this, we ask for a list of the issues and the agreement reached. You should sign your MOU (Memorandum of Understanding).

#### Assignment Suggestions for Ground Rules

After your first bargaining sessions, you have agreed on a list of grounds rules which you will try to observe in your negotiations. This can be completed after the first session.

Ground rules are usually one of the first items that the parties try to agree on when the bargaining process begins. The purpose of having ground rules is to expedite and facilitate the bargaining process. They should never become a hindrance or cause for a delay to the process. They can (and perhaps should) be agreed upon in short order, at the first session. Here is a list of things to consider in developing ground rules:

* Date, time and place of sessions
* Tentative agreements will be dated, initialed or signed upon agreement
* Language (non-economic) proposals are to be negotiated before economic proposals. This should not be a hard and fast rule, but rather a preferred guideline on how to proceed, i.e. the parties may have outstanding language items still on the table as they proceed to negotiate economics
* All initial proposals shall be on the table by the second or third session (to avoid any late surprises once bargaining begins is underway)
* Setting an agenda in advance of each session
* No communication with the membership during bargaining
* Total news and media black-out
* Designated spokespersons
* Notation that all official proposal will be made through spokespersons
* Only one designated person from each team may speak at negotiations. For this labour relations collective bargaining exercise, please designate one person as the chair and assign team members responsibility to speak on specific issues.
* No observers at the table or other limits on the union negotiating team
* Limit on the length of bargaining sessions
* Sessions will be scheduled at specific times
* Agreement that the terms Ground Rules for the negotiations should be proposed at the first meeting
* Agreement that initial proposals/positions on issues shall be submitted by the union at the first or second session; agreement that initial proposals by management will be submitted after the union proposals; agreement that no counter proposals are offered until the 2nd meeting or afterward (after caucusing)
* No food or drinks in the room
* There might be a statement of tactics that parties agree to avoid such as monologues by one party or abrasive language during negotiations.

It is not unusual for management to propose a list of ground rules that inhibits the process, grants them undue control over the bargaining table, or minimizes the role of the membership. Furthermore, an inordinate amount of time can be wasted by management’s or the union’s insistence on their version of ground rules.

 Ultimately, the subject of ground rules is a permissive issue. This means that the parties do not have to reach agreement in order to begin the bargaining process. While reaching an agreement on ground rules is usually preferred, the bargaining process can begin without a final agreement being reached. The management team may like the union to believe differently.

We have sometimes seen highly-paid management consultants/union-busting attorneys who specialize in this shoddy behaviour. In other cases, union talkers have been recruited because of their strong-willed personalities. Such tactics pay little attention to ground rules and plant the seeds of combative negotiation rather than an attempt develop a respective process to reach an agreement. This is often a disservice to both parties and an abuse of the process. One purpose of the ground rules and norms is to set the parameters for a fair process.

#### Assignment Suggestions for Costing information

After or during your bargaining sessions, we would like you to provide a statement of how you estimated the costs of your proposals. So, if you are offering a benefits increase for a dental plan, you might indicate how much this will cost (increase in benefits X number of employees).

#### Assignment suggestions for Progress report

This is a summary report. Include notes on:

What’s working

What’s not working

Your team’s strategies for responding to your difficulties and getting an agreement

## Activity 3. Memorandum of Understanding

*Length*

* 2-3 pages

*Structure*

In your bargaining, you will agree on how to resolve the issues before you. In this agreement, please summarize your resolutions in a memorandum of understanding (MOU) which each party should sign. You might adapt the following template.

#### Sample Memorandum of Understanding Template

**Memorandum of Understanding**

Between

(Partner)

and

(Partner)

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the (partner) and the (partner) to (insert activity).

Background

(State a 1-2 line background)

*Purpose*

This MOU will (purpose of agreement is to summarize the agreement…..)

The above purpose is implemented through the agreement on the following agreement on issues

(List the issues and the agreement )

(List the issues and the agreement )

(List the issues and the agreement )

*Reporting*

(Record who will evaluate effectiveness and adherence to the agreement and when evaluation will happen)

*Funding*

(Specify that this MOU is a commitment of funds, resources…. )

*Duration*

This MOU is at-will and may be modified by mutual consent of authorized officials from (list partners). This MOU shall become effective upon signature by the authorized officials from the (list partners) and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from (list partners) this MOU shall end on (end date of partnership).

*-*

Management Partner names

E-mail

Union Partner names

E-mail

 Date:

(Management signature)

 Date:

(Management signature)

 Date:

(Management signature)

 Date:

(Management signature)

 Date:

(Union signature)

 Date:

(Union signature)

 Date:

(Union signature)

 Date:

(Union signature)

##

## Activity 4. Individual (or Group Paper)

*Length*

* 15-20 pages

Requirement: You are asked to complete a final individual report which is due one week after the bargaining ends. The purpose of this activity is to review the past papers, one group followed a structure such as:

1. Introduction
2. Literature review of negotiation articles

- review of your goals and principles

1. The collective bargaining process (review highlights of your process)
2. Successes and failures in relationship to goals and principles (it is reasonable for you to update your goals and principles or to use some sort of a conceptual framework in assessing your successes and failures.)
3. Reflection and discussion in moving forward
4. Conclusion

# EL 1a: Key Articles in Nurse’s Collective Agreement

##### Long Service Recognition Step E

A Recognition Step will be awarded to employees who have completed five (5) years of service in the same position without any change in pay grade. Awarding of the step would be subject to a satisfactory evaluation in the fifth year. The Recognition Step shall be equivalent to 2 percent of Step D.

1. **Article 12 — Seniority**

##### **12.01 Seniority Defined**

Seniority is defined as the total length of service in the bargaining unit as an employee, regardless of occupational change. Seniority shall be used as one of the factors in determining preference or priority for promotions, transfers, demotions, terminations and layoffs caused by force reductions and recall. Seniority shall operate on a bargaining-unit-wide basis.

##### **12.02 Computation of Seniority**

All employees shall accrue seniority. Seniority will include all time worked within the bargaining unit.

##### **12.03 Accrual of Seniority**

Seniority shall accrue from the first day of employment within the bargaining unit and shall continue to accrue as follows:

1. When an employee in the bargaining unit is participating in a legal work stoppage
2. For the first two (2) years of absence due to long-term disability or workers’ compensation
3. For the first six (6) months of layoff, maternity leave, general leave without pay or any combination thereof

##### **12.04 Loss of Seniority**

An employee shall only lose seniority in the following cases:

* She / he is discharged for just cause and is not reinstated.
* She / he resigns in writing and does not withdraw the resignation within two (2) days.
* She / he fails to return to work within ten (10) working days following notification to do so by registered mail following a layoff, unless through sickness or other just cause.
* She / he is laid off for a period longer than one (1) year. After the one-year period, upon application from the employee that she / he wishes to retain recall rights for a further year, seniority will continue to be retained.
* She / he abandons her / his position.

##### **12.05 Seniority List**

The Employer shall maintain a seniority list that shows, for each employee:

* Name
* Date of first appointment within the bargaining unit
* Length of seniority period
* Position held on date seniority list prepared

An up-to-date seniority list of all employees shall be sent to the Union and posted on all appropriate bulletin boards in April of each year.

**2. Article 14 — Union Security**

All employees hired into positions covered by the bargaining unit shall, as a condition of employment, become members in good standing of the Union according to the constitution and bylaws of the Union.

**3. Article 15 — Health Insurance**

The Medical Services Plan and Extended Health Benefit Plan shall cover all regular and term employees with a continuous employment period of one (1) month or longer. The Employer shall pay 100 percent of the premium for the Medical Services Plan and 100 percent of the premium for the Extended Health Benefit Plan. In the case of part-time employees, the Employer’s share of premium costs shall be reduced and prorated. Coverage shall commence on the first day of the month following commencement of employment.

**Supplemental Employment Benefit**

There are no provisions for supplemental employment benefits for those employees who qualify for maternity benefits.

**4. Article 20 — Hours of Work**

The normal workweek shall be 37.5 hours.

**5. Article 24 — Grievance Procedure**

##### **24.01 Definition of Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement, including any questions as to whether any matter can be arbitrated.

##### **24.02 Settling of Grievances**

Grievances shall be resolved without stoppage of work by the following procedure:

a. When an alleged violation has occurred, the shop steward shall, within 20 working days of the alleged violation, with or without the aggrieved employee(s), discuss the matter with the immediate supervisor and the dean, and if it can be settled, that shall end the matter.

b. Where agreement is not reached under clause (a) within 20 working days, the complainant shall submit to the other party a written statement of the particulars of the complaint and the redress sought and the Employer shall declare its position and render its solution to the complaint within 15 working days after receipt of such notice.

c. If the position and solution presented by the Employer are not acceptable to the complainant, then the Union may, within 20 working days of obtaining the Employer’s written position and solution, and by giving written notice to the Employer, refer the matter to a board of arbitration.

The time limits fixed by this procedure may be extended by mutual consent of the parties to this agreement.

**6. Article 28 — Performance Appraisal**

Where an appraisal of an employee’s performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. The form shall provide for the employee’s signature in at least two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall have the right to respond in writing to any specific point. This response shall become a part of the appraisal.

Article 32 — Job Evaluation

32.01 Establishment of a Joint Advisory Job Evaluation Committee

A Joint Advisory Job Evaluation Committee shall be established and consist of three (3) representatives of the Employer and three (3) representatives of the Union. The Employer shall provide the necessary secretarial and support functions to ensure meetings are held, minutes and agendas are compiled and necessary documentation is distributed.

32.02 Disagreement on Job Content

When the incumbent, supervisor and / or dean / director, as appropriate, cannot reach agreement on any aspect of job content, or when disagreements arise during the job analysis procedure, such disputes are not the responsibility of the Job Evaluation Committee and must be resolved before the job evaluation process is undertaken. Disputes over job content may be referred to the Joint Union / Management Cooperation Committee (JUMCC). If the dispute is not resolved within three (3) weeks, it shall be referred to the grievance procedure as provided for in Article 24. This time limit may be extended by mutual agreement of the parties in writing.

32.03 Functions of Committee

The committee’s function shall be to review changes to principal functions and requirements of an existing job, or principal functions and requirements of new positions created within the bargaining unit, by measuring the content of the jobs. The content is defined as the knowledge, skills, abilities, working conditions and other elements needed to perform a particular job or position.

The committee shall provide advice to the Employer for implementing the entire job evaluation plan, including:

Creating and amending concise job descriptions for each job within the bargaining unit

Evaluating each job based on a questionnaire completed by the incumbent(s) and supervisor, according to the Employer Job Evaluation Manual

1. **Article 34 — Layoff and Recall**

34.01 Layoff

Layoff includes an involuntary cessation of employment or a reduction in hours of work due to lack of work, lack of funding or a reduction or discontinuation of services, but does not include dismissal, suspension, leave of absence or resignation.

The Employer and the Union shall meet prior to a possible reduction in the workforce or a notification of position elimination. The purpose of this meeting is to discuss the extent of the planned reduction or position eliminations, how the reduction or position elimination will take place, review the current seniority list, the manner in which information will be provided to affected Employees and discuss other relevant factors, including the administrative and operational complexities arising out of the application of this Article. Unless otherwise agreed between the Employer and the Union, these discussions shall not delay the issuance of notice of position elimination or workforce reduction.

34.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Layoffs, transfers and recalls will be based on seniority. In case of layoffs, employees will have 30 days to bump into another job within the work unit if the position is held by an employee with less seniority or, at the Employee’s option, take a position which is vacant and for which the Employee has the ability to perform the work.

34.03 Recall Procedure

Employees shall be recalled in the order of their seniority, PROVIDING that they are able to perform the available work.

Employees on layoff may apply for any position posted during their layoff period with full confidence that their applications will receive the same consideration as that provided for all internal applicants.

It shall be the responsibility of the employee to keep the Employer informed of her / his current address. Employees recalled for employment of less than one (1) month at a time when they are employed elsewhere shall not lose recall rights for refusal to return to work.

34.04 Advance Notice

The Employer shall notify employees who are to be laid off for 13 weeks or less, 20 working days prior to the effective date of the layoff. Notice of a layoff for longer than 13 weeks shall be according to the following schedule:

Years of Service Notice Period

|  |  |
| --- | --- |
| 4 years and less | 20 days |
| 5 years | 25 days |
| 6 years | 30 days |
| 7 years | 35 days |
| 8 years and longer | 40 days |

If the employee has not had the opportunity to work the full period after notice of layoff is given, she / he shall be paid in lieu of work for that part of the notice period during which work was not made available.

34.05 Severance Pay

An employee may choose to be paid severance pay at the time of layoff or at any time within a two-year period following the layoff. When an employee chooses to accept regular employment made available under right of recall, or by bumping action, any entitlement to severance pay is forfeited.

A regular employee who has elected severance pay rather than the right to recall shall be entitled to severance pay in a prorated amount equal to two (2) weeks pay for every year of service to a maximum of six (6) months pay. An employee electing severance pay will be deemed to have resigned and will have no further recourse to recall privileges.

1. **Article 37 — Technological Change**

37.01 Notice

Three (3) months before the introduction of any technological change or new methods of operation that affect the rights of employees, conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.

37.02 Consultation

Any such change shall be made only after the Union and the Employer have reached agreement on such change.

37.03 Grievance Process

Where the Union feels that employee(s) rights under this collective agreement have been violated, the matter shall be referred to the grievance procedure.

37.04 Transfer Arrangements

Employees who are displaced from their jobs by virtue of technological change or technological improvements will be given the opportunity to fill other vacancies according to seniority and ability, and shall not suffer loss of pay or loss of rights to wage increases by means of normal increment steps, negotiated wage increases or stipends. The anniversary date for increments shall remain the same as before the displacement.

37.05 Training Benefits

In the event that the Employer should introduce new methods which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a period of time, agreed upon by the Employer and the Union, to perfect or acquire the skills necessitated by the new method of operation.

The expense of the Employer means:

1. At a time that is mutually convenient to the Employer and the employee
2. Overtime, if time is not available during regular working hours

37.06 No New Employees

No additional employees shall be hired by the Employer until the employees already working have been notified of the proposed technological or other change and allowed a training period to acquire the necessary knowledge or skill to retain their employment.

1. **Article 38 — Contracting Out**

38.01 Contracting Out

Managers will not contract out any work presently performed by employees if the result is layoffs, displacement of current regular employees or the failure to recall staff on formal layoff.

1. **Article 41 — Sick Leave and Vacation**

41.01 Sick Leave Entitlement

A full-time, regular or term employee shall be paid during periods of absence from work due to sickness or disability. The maximum payment that can be made during such absence before calling on the sick bank is determined by a formula that provides two (2) days for each month of service in which pay was received for at least ten (10) days, up to a maximum accumulation of 500 days. Part-time employees shall be covered on a prorated basis. Where employees are absent from work under the provisions of this Article, they shall receive their regular rate of pay for a maximum period equivalent to their accumulated sick leave.

Probationary employees will be credited for sick leave and may use the credit in the manner shown above, but must pay back, either in holidays or rate of pay, if the probationary employee resigns or is terminated.

41.02 Sick Bank

A Sick Bank has been established and shall be controlled by the Union. For the year 1987–88, each employee contributed one (1) day of her / his accumulated sick leave to be used for the benefit of employees whose regular sick leave had been expended. In succeeding years, the employees contribute such days as may be set by the Union. In no event shall the Sick Bank have more than 400 days accumulated.

Benefits may be granted on the recommendation of the executive of the Union according to the following schedule, PROVIDED sufficient days are on credit in the fund:

* During 2nd year of employment 6 days
* During 3rd year of employment 8 days
* During 4th year of employment 10 days
* During 5th year of employment 12 days
* After completion of 5 years’ service 14 days

During the first year of employment, employees may borrow up to six (6) days for emergencies, but days used must be paid back in the following year, either in sick leave, vacation time or monetary value.

An employee who has drawn from the Sick Bank may not begin to accumulate sick leave until she / he has repaid the Sick Bank one-third (1/3) of the amount, rounded to whole numbers, which she / he has drawn from the Sick Bank.

Additional days may be granted at the discretion of the Joint Union / Management Cooperation Committee.

Employees who anticipate that they will exhaust their sick leave benefits may be eligible for Employment Insurance benefits. Employees are responsible for applying for these benefits.

The Joint Union / Management Cooperation Committee may grant additional days until such time as the employee becomes eligible to collect Employment Insurance benefits.

41.03 Employees to Inform Designated Managers

Employees shall make every reasonable effort to inform their immediate supervisor or divisional secretary as soon as possible of their inability to report to work because of illness or injury.

41.04 Sick Leave Report

The manager may request documentation from a qualified medical practitioner when an employee returns to work following a sick leave absence of more than five (5) working days. The managers may also request a report from a qualified medical practitioner when it appears that a pattern of absence is developing.

41.05 Family Illness

In the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying her / his supervisor, to use annual sick leave entitlement up to a maximum of three (3) days at any one time for this purpose.

41.06 Deduction of Sick Leave

All absences from work of one (1) hour or greater on account of illness or injury shall be charged against an employee’s sick leave credits. There shall be no charge against an employee’s sick leave when the absence is for less than one hour.

 41.07 Disability Insurance

Should a single illness exceed 90 days in duration, an eligible employee, as described in Article 26.06, must apply for disability insurance benefits in accordance with the terms of the plan. Employees are responsible for paying the full costs associated with long-term disability insurance.

41.08 Ineligible for Sick Leave

Employees are not eligible for sick leave with pay for any period during which they are on leave of absence without pay (other than maternity leave), under suspension, on strike, on layoff or locked out.

41.09 Payment for Unused Sick Leave on Retirement

Upon reaching retirement age, employees with ten (10) or more years of service shall be entitled to either receive a cash payment or use the sick leave to retire early to a maximum of 50% of the accrual, based on the employee’s average rate of pay as defined in the pension act. Calculation of the duration of the early retirement period shall be based on the sick leave accrual placed against the current salary rate, and the organization shall pay all usual benefits.

1. **Article 42 — Training and Development**

Both parties recognize a need to provide employees with opportunities to improve their skills and qualifications, and to prepare for promotional advancement for present or foreseeable jobs within the organization. The employer shall, at the beginning of each fiscal year, allot an amount equal to 49 dollars and 50 cents ($49.50) per regular employee, to be disbursed according to the provisions of this Article.

1. For the purpose of administering this fund, the year shall be divided into three (3) periods, with one-third (1/3) of the total amount in the fund allocated for expenditure in each period.
2. Applications received by December 1, February 1, April 1, June 1, August 1 and October 1 will be reviewed and approved / rejected within 30 days.
3. Applications received after the dates specified will receive consideration within 30 days of receipt. Any grant approved will depend upon the availability of funds allocated to that expenditure period.
4. Any funds unexpended at the end of a period will be carried forward for expenditure in subsequent periods. Funds may be carried from one (1) fiscal year to the next.
5. Approval for funding may be approved retroactively.
6. Preference shall be given to an application that clearly shows the activity to be funded is part of the employee’s plan for career development, over an application for funding for an activity unrelated to any plan.
7. The funds shall be used for credit and credit-free courses and activities.
8. No single employee shall be sponsored for education and training at a total cost to the fund in excess of seven hundred dollars ($700) in one (1) fiscal year for tuition fees, course materials and travel expenses. The cost of travel expenses shall not exceed the cost of tuition fees.
9. (1) Activities shall be funded up to 100 percent of the cost of tuition, not to exceed the limit outlined in Article 21.4(h).

(2) Preference will be given to activities offered by an accredited recognized institution and / or a professional association, which form part of a course of studies leading to a diploma, certificate or degree.

1. The fund shall be charged only for replacement salaries, tuition fees and / or course materials.
2. If the activity only occurs during the employee’s normal working hours, it is understood that if the sub-committee approves the application for the employee to attend the activity, the designated organization shall grant the employee leave with pay / partial pay / without pay as decided by the sub-committee.

Where such leave is granted, it shall only be for a period sufficient to cover attendance at the activity plus travel time. Any request for leave exceeding the time frame specified in this paragraph is beyond the jurisdiction of the sub-committee and would have to be dealt with via Article 22.08.

The supervisor, on behalf of the employer, has the sole discretion to determine if a replacement is necessary.

(i) Each month, the sub-committee will provide the chairperson of the bargaining committee with a copy of the budget summary.

(ii) Annually, the sub-committee will provide the chairperson of the bargaining committee with a copy of the sub-committee’s financial records, which show the specific allocations and expenditures.

1. None of the above is to be interpreted as limiting the discretionary power of the sub-committee in assessing special and unique cases and making recommendations to the Labour / Management Relations Committee.
2. In the event that an employee does not attend, fails or withdraws from an approved education and training activity, the organization is authorized to commence payroll deductions until the total amount paid by the Education and Training Fund has been deducted (maximum recovery rate shall not exceed 5 percent [5%] of an employee’s basic biweekly salary).
3. If an employee terminates employment with the organization prior to completion of a course, the organization is authorized to deduct the total fee from the employee’s final pay cheque.

# EL 2a: Key Articles in Teachers’ Collective Agreement

**ARTICLE A.6 GRIEVANCE PROCEDURE**

**1. Preamble**

The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

**Steps in Grievance Procedure**

**2. Step One**

a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.

b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

**3. Step Two**

a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in Article A.6.2.a the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the local, and attempt to resolve the grievance.

b. The grievance shall be presented in writing giving the general nature of the grievance.

**4. Step Three**

a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a the local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two representatives of the local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

If both parties agree and the language of the previous Local Agreement stipulates:

i. the number of representatives of each party at Step Three shall be three; and/or

ii. at least one of the employer representatives shall be a trustee.

b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

**5. Omitting Steps**

a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.

b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

**6. Referral to Arbitration: Local Matters**

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a "local matters grievance," as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.

b. The referral to arbitration shall be in writing and should note that it is a “local matters grievance.” The parties shall agree upon an arbitrator within ten (10) working days of such notice.

**7. Referral to Arbitration: Provincial Matters**

a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a “provincial matters grievance,” as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.

b. The referral to arbitration shall be in writing and should note that it is a “provincial matters grievance.” The parties shall agree upon an arbitrator within ten (10) working days of such notice.

c. Review Meeting:

i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a provincial matters grievance that has been referred to arbitration.

ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.

iii. Each party shall determine who shall attend the meeting on its behalf.

**(Conduct of)**

a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.

b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.

d. Authority of the Arbitrator:

i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.

iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.

e. The decision of the arbitrator shall be final and binding.

f. Each party shall pay one half of the fees and expenses of the arbitrator.

**9**. **General**

a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.

b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.

d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.

e. i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a teacher teaching on call is required, such costs shall be borne by the employer.

ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and

iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any teacher teaching on call that may be required.

**ARTICLE A.7 EXPEDITED ARBITRATION**

**1. Scope**

By mutual agreement, the parties may refer a grievance to the following expedited arbitration process.\*

**2. Process**

a. The grievance shall be referred to one of the following arbitrators:

i. Mark Brown

ii. Irene Holden

iii. Chris Sullivan

iv. Elaine Doyle

b. The parties may agree to an alternate arbitrator in a specific case and may add or delete from the list of arbitrators by mutual agreement.

c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.

d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.

e. The written submissions shall not exceed ten (10) pages in length.

f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel.

g. The parties will use a limited number of authorities.

h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.

i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.

j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

k. Neither party shall appeal or to seek to review a decision of the arbitrator.

l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.

m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.

**ARTICLE A.22 MANAGEMENT RIGHTS**

The Association recognizes the exclusive right and responsibility of the District to manage and operate the School District, including the right to plan, direct, control and schedule school activities, regulate the selection and appointment of Teachers, establish courses of studies, establish programs of studies, hire, suspend, maintain discipline, discharge for proper cause, transfer and layoff, subject to the provisions of this agreement. The District shall retain all management rights not specifically restricted by this agreement or by legislation.

**Article A.23 ASSOCIATION RIGHTS**

1. Access to Worksite:

a. Representatives of the Association shall have the right to transact Association business on school property at all reasonable times. Such activities shall not interfere with classroom instruction.

b. Any Association use of school facilities will require the approval of the school's Administrative Officer.

c. The Association shall be responsible for paying for consumable items it uses and for any other actual cost it incurs in using school facilities.

2. Access to Information:

a. Association member information, including a list of employees, together with addresses, phone numbers, salary levels, seniority, accumulated sick leave, and school and teaching assignment, will be provided to the Association on or before October 15 of each year and, if requested, on or before February 1 of each year.

b. The Association will be notified of all job postings, transfers, hirings, resignations, retirements, discharges, and suspensions for all positions covered by this agreement, upon request from the Association.

c. Where an Association member requests confidentiality for himself on a matter specified in paragraph (b) of this clause, the Association will not grieve a reasonable delay in notification to maintain that confidentiality.

**ARTICLE C.3 EVALUATION**

1. The purposes of evaluation provisions include providing employees with feedback, and employers and employees with the opportunity and responsibility to address concerns. Where a grievance proceeds to arbitration, the arbitrator must consider these purposes, and may relieve on just and reasonable terms against breaches of time limits or other procedural requirements.

**[See also Article C.23 Evaluation of Teachers.]**

**ARTICLE C.23 EVALUATION OF TEACHERS**

1. Three options are available for teacher evaluation:

a. regular evaluation;

b. confirmatory evaluation; or

c. professional growth plan.

2. A regular evaluation of a teacher shall occur:

a. in the first full year of the appointment;

b. following the request for a regular evaluation report by a teacher; or

c. as determined by the superintendent.

3. A confirmatory evaluation may occur at the request of the teacher after the first full year of appointment where, in the opinion of the evaluator responsible for the evaluation, the teacher is continuing to give more satisfactory service to the district.

4. Teachers will develop and/or review professional growth plans annually unless they are receiving a regular or confirmatory evaluation in which case the professional growth plan is an option.

5. Where a regular or confirmatory evaluation will occur, the terms of this article shall apply to the conduct of those evaluations.

6. The superintendent (or designate) shall notify, by October 15 of each school year, those teachers who are to receive a regular evaluation. Teachers who request a regular or confirmatory evaluation must notify their administrative officer by October 15.

7. Regular evaluation:

a. Two (2) weeks in advance of the start of the evaluation process a pre-evaluation conference shall be held and the evaluator shall meet with the teacher to discuss the purpose of the evaluation, the approximate time span and the criteria to be used. The teacher shall be furnished with a copy of this evaluation procedure.

b. The process shall include:

i. a series of observations each followed by an observation conference;

ii. a post evaluation conference for review of the draft report;

iii. preparation of a final report;

iv. an opportunity for the teacher to submit a written commentary to be attached to the final report; and

v. filing of the final report.

c. A teacher evaluation report may be prepared on the teacher’s general performance in the school and the learning situation in the teacher’s classroom.

d. Reports shall reflect any significant discrepancy between the teacher’s assignment, professional training and preference of teaching subjects and grades. It is the teacher’s responsibility to bring these concerns to the attention of the evaluator.

e. The evaluation procedure shall include at least three (3) comprehensive classroom visits which reflect the teacher’s major area of assignment. The teacher and the evaluator shall select the initial two (2) observation times by mutual agreement, each meeting being within a two (2) week time frame designated by the evaluator.

f. A report shall be filed by April 30 of the school year in which it is prepared.

g. Where appropriate the evaluator and the teacher shall develop jointly a plan for improving instruction. Such a plan shall be made available to the teacher and shall be adequately funded and completed before another report is initiated. No follow-up formal evaluation shall occur in less than twenty (20) teaching days.

h. Involvement or non-involvement of a teacher in extra-curricular activities is outside the scope of the formal evaluation report unless requested by the teacher.

i. When the processes set out in this Article are not appropriate to the nature of the teacher’s assignment (i.e. a non-classroom assignment), the evaluator shall discuss with the teacher and the association the alternate process and criteria which shall be followed.

8. Confirmatory evaluation:

a. The process followed in the preparation of a confirmatory evaluation will conform to that used in a regular evaluation.

b. A confirmatory evaluation will normally include three (3) or fewer classroom observations.

c. A confirmatory evaluation will be completed using the same format used for regular evaluation but will generally be less detailed and shorter.

d. The first sentence of a confirmatory evaluation will be structured after the following:

e. “This is a confirmatory evaluation of the performance of (name of teacher).”

9. Professional Growth Plan:

The teacher involved in the professional growth plan model will do so in accordance with “the Rocky Mountain School District Professional Growth Plan”.

10. Nothing in this Article shall preclude:

a. Any visits to the classroom by the superintendent (or designate[s]) at any time for supervision or any other purpose other than formal evaluation.

b. Any communications from the superintendent (or designate[s]) to teachers in respect of their general performance in the school.

**ARTICLE B.1 SALARY**

**Rocky Mountain Teachers’ Association**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Salary Grid – July 1, 2013 – August 31, 2014 Step**  | **Cat 4**  | **Cat 5**  | **Cat 5+**  | **Cat 6**  |
| **1**  | $ 43,154  | $ 48,810  | $ 51,566  | $ 52,535  |
| **2**  | $ 45,416  | $ 51,407  | $ 54,427  | $ 55,488  |
| **3**  | $ 47,677  | $ 54,005  | $ 57,288  | $ 58,442  |
| **4**  | $ 49,939  | $ 56,602  | $ 60,149  | $ 61,395  |
| **5**  | $ 52,200  | $ 59,200  | $ 63,010  | $ 64,348  |
| **6**  | $ 54,462  | $ 61,797  | $ 65,871  | $ 67,302  |
| **7**  | $ 56,723  | $ 64,395  | $ 68,731  | $ 70,255  |
| **8**  | $ 58,985  | $ 66,992  | $ 71,592  | $ 73,208  |
| **9**  | $ 61,246  | $ 69,590  | $ 74,453  | $ 76,162  |
| **MAX**  | $ 65,414  | $ 74,353  | $ 79,633  | $ 81,489  |

**Rocky Mountain Teachers’ Association**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Salary Grid – July 1, 2016 – June 30, 2017 Step**  | **Cat 4**  | **Cat 5**  | **Cat 5+**  | **Cat 6**  |
| **1**  | $ 45,216  | $ 51,142  | $ 54,029  | $ 55,045  |
| **2**  | $ 47,586  | $ 53,863  | $ 57,027  | $ 58,139  |
| **3**  | $ 49,955  | $ 56,585  | $ 60,025  | $ 61,234  |
| **4**  | $ 52,325  | $ 59,306  | $ 63,022  | $ 64,328  |
| **5**  | $ 54,694  | $ 62,028  | $ 66,020  | $ 67,422  |
| **6**  | $ 57,064  | $ 64,749  | $ 69,018  | $ 70,517  |
| **7**  | $ 59,433  | $ 67,471  | $ 72,014  | $ 73,611  |
| **8**  | $ 61,803  | $ 70,192  | $ 75,012  | $ 76,705  |
| **9**  | $ 64,172  | $ 72,914  | $ 78,010  | $ 79,800  |
| **MAX**  | $ 68,539  | $ 77,905  | $ 83,437  | $ 85,382  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1**  | $ 46,587  | $ 52,693  | $ 55,668  | $ 56,714  |
| **2**  | $ 49,029  | $ 55,496  | $ 58,756  | $ 59,902  |
| **3**  | $ 51,470  | $ 58,301  | $ 61,845  | $ 63,091  |
| **4**  | $ 53,911  | $ 61,104  | $ 64,934  | $ 66,279  |
| **5**  | $ 56,352  | $ 63,909  | $ 68,022  | $ 69,467  |
| **6**  | $ 58,794  | $ 66,713  | $ 71,111  | $ 72,656  |
| **7**  | $ 61,235  | $ 69,517  | $ 74,198  | $ 75,844  |
| **8**  | $ 63,677  | $ 72,321  | $ 77,287  | $ 79,031  |
| **9**  | $ 66,118  | $ 75,126  | $ 80,375  | $ 82,220  |
| **MAX**  | $ 70,617  | $ 80,268  | $ 85,968  | $ 87,971  |

**Rocky Mountain Teachers’ Association**

**Salary Grid – May 1, 2019 – June 30, 2019**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Step**  | **Cat 4**  | **Cat 5**  | **Cat 5+**  | **Cat 6**  |
| **1**  | $ 46,587  | $ 52,693  | $ 55,668  | $ 56,714  |
| **2**  | $ 49,029  | $ 55,496  | $ 58,756  | $ 59,902  |
| **3**  | $ 51,470  | $ 58,301  | $ 61,845  | $ 63,091  |
| **4**  | $ 53,911  | $ 61,104  | $ 64,934  | $ 66,279  |
| **5**  | $ 56,352  | $ 63,909  | $ 68,022  | $ 69,467  |
| **6**  | $ 58,794  | $ 66,713  | $ 71,111  | $ 72,656  |
| **7**  | $ 61,235  | $ 69,517  | $ 74,198  | $ 75,844  |
| **8**  | $ 63,677  | $ 72,321  | $ 77,287  | $ 79,031  |
| **9**  | $ 66,118  | $ 75,126  | $ 80,375  | $ 82,220  |
| **MAX**  | $ 70,617  | $ 80,268  | $ 85,968  | $ 87,971  |

**ARTICLE D.4 PREPARATION TIME**

1. Each full-time elementary teacher shall receive 100 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.

2. Effective June 30, 2019, each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.

3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

**ARTICLE D.22 INSTRUCTIONAL TIME AND PREPARATION TIME**

1. The instructional time shall be twenty-five (25) hours per week for full-time elementary Teachers and twenty-seven and one-half (27.5) hours per week for full-time secondary Teachers.

a. At the request of the staff with the support of the administration and with the approval of the District weekly instructional time may exceed the above guidelines (extended day) in order to accumulate additional non-instructional time.

b. The use to which this additional non-instructional time shall be put is a joint decision of staff and Administration requiring the approval of both.

2. Instructional time shall be defined as scheduled time spent in the classroom instructing students plus

a. homeroom;

b. scheduled travel time between classes;

c. recess in elementary schools;

d. preparation time; and

e. other uses permitted by the School Act or Regulations.

3. Preparation time shall be scheduled as follows:

a. Twelve and one-half percent (12.5%) of in-classroom instructional time in each timetable week or cycle (one [1] block in eight [8]) for full-time secondary Teachers. The requirement that this preparation time be distributed evenly throughout the year will become effective July 1, 1993. Individual Teachers may elect to opt out of the requirement that preparation time be distributed evenly throughout the school year.

b. Preparation time shall be pro-rated for part-time Teachers.

c. Except by mutual agreement, the preparation time for full-time Teachers shall be scheduled in modules of not less than thirty (30) minutes.

d. It will not be a violation of this agreement if preparation time normally scheduled for a particular day is not received by the Teacher due to the Teacher's absence from school, schools operating for less than a full week, non-instructional days, or early dismissal.

4. Except in emergency situations, Teachers, excluding Teachers-teaching-on-call, shall not be required:

a. to perform the instructional duties of a Teacher who is absent; and/or

b. to provide classroom supervision to the students of a Teacher who is absent.

5. During the term of the agreement no full-time Teacher will have his/her instructional time increased.

**ARTICLE D.23 REGULAR WORK YEAR FOR TEACHERS**

1. The regular work year for Teachers shall include the following working days for Teachers:

a. not more than one hundred ninety (190) teaching days, inclusive of the last day of the school year, on which students shall report for only a portion thereof, and

b. five (5) non-instructional days as set out in Article F.22, one of which may be utilized for parent-Teacher conferencing.

**ARTICLE D.24 SUPERVISION DUTIES**

1. Under normal operating conditions Teachers will not be required to perform noon supervision duties.

2. When operating conditions are not normal and additional supervision is required during the noon break, supervision duties may be assigned by the Administrative Officer or his/her designate.

3. During emergency conditions noon supervision may be organized by the Administrative Officer or his/her designate.

4. While Teachers are not required to provide noon supervision, the Association recognizes that the Teachers may cooperate in arranging for assistance in supervision for the lunch period.

**ARTICLE D.27 HEALTH AND SAFETY**

1. The District commits itself to providing facilities that are clean, and in which the temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective learning.

2. The Association shall participate as a member of the District's Safety Committee.

3. Teachers have a duty to render assistance in an emergency.

4. Teachers shall not be called on to administer medication or perform medical procedures on a regular or predictable basis. Exceptional circumstances will be discussed with the Association.

**References**

1. This case was developed by Tony Bennett, Director, Compensation & Workforce Analytics in Alberta Health Services. [↑](#endnote-ref-1)
2. Sherlock, T. (2016). The B.C. teachers’ court decision: Class size, class composition and specialist teachers ratios broken down. Vancouver Sun, November 25, 2016; accessed on May 16, 2017 at <http://vancouversun.com/news/local-news/the-b-c-teachers-court-decision-class-size-class-composition-and-specialist-teacher-ratios-broken-down> [↑](#endnote-ref-2)
3. Salk, Jerome (2008). Seven elements of effective negotiations. These are 3 of the 7 principles defined by this author, based on Getting To Yes – Negotiating Agreements Without Giving In, R. Fisher and W. Ury [↑](#endnote-ref-3)