



British Columbia Teachers' Federation

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October 25, 2006

By e-mail

Irene Holden
Suite 202, 856 Homer Street
Vancouver, BC V6B 2W5

Dear Ms. Holden:

Enclosed please find the BC Teachers' Federation reply to the BCPSEA's October 18, 2006 submission, regarding the issues in dispute concerning the framework agreement.

Yours truly,

Jinny Sims
President

Enclosure

pc: Jacquie Griffiths, Managing Consultant, Collective Bargaining Services, BCPSEA

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A Union of Professionals



**REPLY TO BCPSEA SUBMISSION OF OCTOBER 18, 2006
BY THE BRITISH COLUMBIA TEACHERS' FEDERATION
SUBMITTED TO IRENE HOLDEN OCTOBER 25, 2006**

Introduction

This submission will limit comment to those points that warrant further explanation in order to address arguments in the other party's brief that had not previously been raised. Where no comment is made, the original submission stands on the basis that it provides a complete answer without the need for additional comment.

While BCPSEA wants to focus on specific language at times, at other times they flip to arguments that are based upon past practice, previous language, and extraneous conversations that were not held between the main negotiators. Their position is based upon traditional negotiations and belies the way in which this agreement was reached. It was a framework settlement, involving government, that was arrived at through a mix of mediation/negotiation/shuttle diplomacy and pressing deadlines. The approach to deciding these issues must, therefore, involve a careful examination of *this* language, and consideration of what was stated and agreed to by the parties with regard to *this* language in *this* context, not some other language discussed some other time by other parties.

Signing Incentive Issues

There was never a discussion about a pot of money, how much money was specified for the payment of the signing incentive to teachers, or that we needed to ensure fixed costs (p. 4). While containment of costs may well have been an objective of BCPSEA and the government, it was certainly not an objective of the BCTF nor did we engage in any discussions pertaining to cost. While the original estimation may have been \$129,000,000 (p. 5) the deal ended up being worth much more because the employer increased the incentive offer and expanded it to include teachers on call—the deal, not cost, became paramount at the eleventh hour.

Teachers on Salary Indemnity Plan (SIP) prior to July 1, 2005 who return to paid sick leave and then go on SIP again during the 2005-06 year (p. 3)

With respect, BCPSEA is wrong in its characterization of our Salary Indemnity Plan and how it operates. They are also wrong in claiming that paid sick leave is not covered by the incentive agreement. Arnie Lambert, director of the Income Security Division at the

BCTF, the division that has total responsibility for the operation of the Salary Indemnity Plan, reviewed the statements made by BCPSEA in their submission and takes issue with them. According to him, a member who returns to paid sick leave after being on SIP (Short Term) must first requalify medically and complete a series of forms in order to return to the plan. Their status does not remain in place as stated in BCPSEA's submission. In any event, paid leaves, including sick leave, are clearly covered by the incentive language, and beginning SIP again during the 2005-06 year is also clearly covered. Nowhere is there any language that states the person must be in "active duty." Our arguments about this position being discriminatory stand, as these people are sick and should not be penalized for it.

Union Leave (pp. 6-7)

We strongly disagree with the characterization of the without prejudice agreement as being restricted to full-time union leave—it covered all union leaves. In fact, the payment of the incentive has been made in every case with the exception of two amalgamated districts, Rocky Mountain and Cowichan Valley. In all other cases, boards have paid it to our officers, regardless of percentage of time or collective agreement language and to all of our school union representatives—the unevenness of this application and the resulting unfairness underscore the need for a provincial approach. Apparently, the school boards know the volatility of denying the incentive to the very leaders who mobilized support for the deal. Nowhere in the language does the union agree to pay the employer's own incentive.

Seniority (pp. 8-19)

We agree with all the case law cited that the language signed means what it says, precisely because we put the language in question forward and stated clearly what it meant. Clause C.2.1 means what it says: from now on, all seniority in the province under collective agreements is defined as aggregate. The language does not say "for this article only." Given the arbitrations in this area, again BCPSEA had to have known the effect of including the definition of "aggregate" in this context and with its scope of coverage. With the new ability to port, it is vital and common sense to include, and we did include, a common way of calculating service in the province. The phrase in Article C.2.1 "as determined in accordance with the provisions of the Previous Collective Agreements" referred to what service is counted in the aggregate as both parties recognized that to completely recalculate in terms of leaves, etc., would be too big a step to make at this time—in the same way that we did not go completely to a new provincial grid but established a harmonization that goes a long way toward bringing equity to salary payment.

We note BCPSEA's change of position with regard to the summer and whether it breaks service, but this introduces a lack of clarity with regard to what would constitute a break of service. Does Winter Break, a stat holiday, or Spring Break constitute a break in service? If the summer does not, what does? Of course the BCTF did not raise break in service because it was never contemplated, nor is it in the language. It was up to BCPSEA to make those points and to include language, but they did not. They cannot now argue that break in service is somehow in this language because they wanted it to be.

We strongly disagree with the explanation that this new article was all about addressing inequities with regard to temporary teachers. That is not at all the origin nor its content. The portability of seniority became a bargaining objective of the BCTF because local representatives moved a motion at a BCTF Representative Assembly to include it in the list of bargaining objectives and that motion carried (Appendix A). Our rationale in carrying it forward and fighting for it was to ensure that there was mobility in the province and that teachers would not be penalized for changing districts. For example, young teachers are more likely to go to northern or rural districts if they know that eventually they can move elsewhere and port their seniority. Experienced teachers are also more likely to move districts for exciting teaching opportunities or to move to a district that is less costly in terms of residence if they can port seniority. We also argued that this is a provincial bargaining unit and we need to move toward a provincial system of seniority—and that's what we achieved with Article C.2. BCPSEA's position, contrived after the fact, would in effect erase this article.

We do not understand BCPSEA's position with regard to extinguished seniority credits—of course, they can be reactivated. That is the entire point of this article. We believe, given the clear language on aggregate seniority in Article C.2.1, that of course an employee who returns to their previous district receives previous service in that district or any other district, up to a maximum of 10 years from other districts but no maximum for their own district. The definition is *aggregate*, not *continuous* service. If we had intended seniority to be calculated as “continuous” we would have chosen that word—but we did not, because this article is about *porting*.

We do not understand why an employer cannot know the seniority of a teacher they are hiring in September 2006. All applications for prospective employees contain a requirement to list previous employment, districts, and length of service.

The fact that a teacher does not have to receive a continuing appointment immediately does not negate our concerns and we refer you to our original submission in that regard.

September 1, 2006 is merely an effective date for the operation of this article. The date does not restrict the ability of a teacher who moves districts in the future to port from more than one district. BCPSEA's position does not reflect the language or the understanding reached. What the date does do is prevent teachers who have moved

districts in the past from porting seniority now. With regard to the exchange of proposals, we attach the original proposal of the BCTF with regard to seniority (Appendix B). It shows that the change in language in subsequent proposals does not alter the definition with regard to aggregate, but it does reflect a change from attempting to move to a provincial seniority system immediately to defining it commonly district by district. The language also drops trying to define seniority on a provincial basis for part-time, teacher on call, temporary, and so forth, and defers in subsequent proposals to the calculation on that basis in accordance with previous local collective agreements with, of course, the specific exception now created by the Ready recommendations. This exchange exactly mirrors the content and understanding reached by these parties with the signed language.

The BCTF clearly explained that the intent of the language was to revive extinguished seniority credits—we do not agree with the statement of BCPSEA at p. 18. With regard to the rule “a person who puts forward the wording of a proposed agreement may be assumed to have looked after her own interests so that if the words leave room for doubt...” that’s exactly what we did and there is no room for doubt in this language. Our original submission with regard to the language stands.

Preparation Time (pp. 21-24)

We take issue with the conversation purported to be between Brian Porter and Jacquie Griffiths on two bases. Firstly, Mr. Porter has a completely different recollection of that conversation. He states that the comment “we’ll live to fight another day” was Ms. Griffiths’, in reference to the attempt of the employer to get averaging of preparation time, an objective of the employer’s since early in negotiations. The employer was only able to secure averaging for the first year and thereafter it is weekly. Secondly, Mr. Porter was not the negotiator for the BCTF and had no authority, and it was understood by all the parties that he had no authority, to agree to any language. That authority clearly resided with the president of the BCTF, Jinny Sims. Mr. Porter was there to assist, to take notes, and so forth, after Ms. Sims requested his presence on that basis.

The arguments that weekly preparation time would cost millions of dollars are nonsense. In Mission, for example, little or no additional cost was accrued as a result of the arbitration that upheld weekly preparation time. Preparation time is scheduled on Tuesdays to Thursdays, to avoid cancellations and the necessary make up of time. Some teachers’ schedules had to be altered to accommodate the scheduling but little or no extra time was required. In any event, there are about five statutory holidays and three professional development days during the year that result in cancellations of preparation time scheduled on those days and surely those can be easily accommodated by scheduling intelligently and with foresight.

We do not understand BCPSEA's comments at p. 24 with respect to averaging and making up time. In fact, at a meeting between BCTF and BCPSEA held on September 14, 2006, BCPSEA agreed that preparation time lost in the first year due to statutory holidays, for example, would have to be made up because preparation time must be averaged over the year and cancellations would cause the averaging to drop to below 90 minutes per week.

Thank you for the opportunity of reply. We look forward to your decision on these very important matters.

All of which is respectfully submitted on behalf of the BC Teachers' Federation, this 25th day of October 2006.

A handwritten signature in black ink that reads "Jinny Sims". The signature is written in a cursive, flowing style.

Jinny Sims
President



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CONFIDENTIAL

REPRESENTATIVE ASSEMBLY IN-COMMITTEE MINUTES January 27-28, 2006

Friday, January 27, 2006

The Representative Assembly resolved itself into a committee of the whole with members and staff present, at 10:25 a.m. to hear a report from the treasurer.

FINANCE

Rob McLaren, treasurer, addressed the assembly and answered questions on fee recommendations.

Hodgson (Peace River South)/

That we rise from committee and report that a report from the treasurer was heard.

Carried

The committee rose at 10:45 a.m..

Landry (Cariboo-Chilcotin)/

2. That the objectives for teacher bargaining in 2006 be:
 - a. class-size limits and class composition provisions for Grades K-12 and adult education.
 - b. staffing ratios for specialist teachers and associated professionals.
 - c. a salary increase for all members that makes BC teacher salaries comparable to those in Ontario and Alberta.
 - d. improvements in preparation time for all teachers comparable to provisions achieved by Ontario teachers.
 - e. employment equity for Aboriginal teachers.
 - f. provisions which define the hours of work, including the work year.
 - g. professional autonomy, teacher control of professional development, and improved professional development funding.
 - h. improvements in benefits, including employer payment of SIP premiums.

Robertson (Vancouver Island North)/

That in amendment, a new i. be added: "portability of seniority and sick leave."

Hodgson (Peace River South)
That the question be put.

Carried

The question was put on the amendment, and it Carried.

Davies (Queen Charlotte)/—Amendment

That in amendment to g. the following be added at the end “that ensures equity of access to professional development for all teachers.”

Carried

Hoover (Burnaby)/

That in amendment, h. be amended by deleting “employer payment of” and inserting “an allowance to offset.”

Carried

Asdal (Fraser-Cascade)

That the question be put.

Carried

The question was put on the motion as amended, and it Carried.

The motion now reads:

2. That the objectives for teacher bargaining in 2006 be:
 - a. class-size limits and class composition provisions for grades K-12 and adult education.
 - b. staffing ratios for specialist teachers and associated professionals.
 - c. a salary increase for all members that makes BC teacher salaries comparable to those in Ontario and Alberta.
 - d. improvements in preparation time for all teachers comparable to provisions achieved by Ontario teachers.
 - e. employment equity for Aboriginal teachers.
 - f. provisions which define the hours of work, including the work year.
 - g. professional autonomy, teacher control of professional development, and improved professional development funding that ensures equity of access to professional development for all teachers.
 - h. improvements in benefits, including an allowance to offset SIP premiums.
 - i. portability of seniority and sick leave.
 - j. improved TOC working conditions including salary, seniority, and hiring rights.

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<p align="center">Bargaining Proposal British Columbia Teachers' Federation Date <u>May 30/06</u> 2006 Time <u>12:50</u></p>
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Revised BCTF Proposal May 30, 2006

ARTICLE C SENIORITY: DEFINITION, CALCULATION AND PORTABILITY

Definition and Calculation:

1. "Seniority" is defined, for the purposes of this agreement, as an employee's aggregate length of service in the employment of all employers covered by the Collective Agreement, including aggregate service on continuing, term/temporary, part-time or Teacher on Call appointment.
2. For the purposes of calculating aggregate length of service, part-time service shall be credited as if it were full-time.
3. Service, as a Teacher on Call, shall be calculated as one (1) day for each day or part day worked. Sixteen (16) days or part days worked shall be equivalent to one (1) month. One hundred and sixty (160) days or part days worked shall be equivalent to one (1) year of service.
4. Notwithstanding (1) above, the seniority of a Teacher on Call on the list of Teachers on Call in a district shall, for the purposes of filling vacant positions, mean the aggregate length of service on continuing, term/temporary assignment, part-time or Teacher on Call appointment in that district.
5. No employee shall accumulate more than one (1) year of seniority credit in any school year.
6. When a Teacher on Call on the list of Teachers on Call in a district is the successful applicant for a vacant continuing or term/temporary position, his/her aggregate length of service shall, thereafter, be calculated in accordance with clause (1) of this article.

Portability:

7. ~~When there are no applicants with the necessary qualifications for a vacant continuing or term/temporary position(s) among the current employees of the employer, including employees on the recall list and Teachers on Call, the vacant position(s) shall be filled on the basis of seniority, subject to necessary qualifications, of applicants from other school districts in British Columbia.~~