



Consolidated questions and answers on matters related to the BCTF strike and the employers' partial lockout to commence May 26, 2014. This document will be updated on a regular basis throughout the labour dispute.

Background

On April 23, 2014 the BC Teachers' Federation (BCTF) began its strike action by teachers refusing to complete a variety of required work duties and limiting their time at the work site to 60 minutes before and after the hours of instruction for students. This action was taken by the union in order to put pressure on school districts, BCPSEA, and government to reach a new collective agreement on the union's terms. In turn, BCPSEA informed the BCTF that if its strike action continued, reciprocal and measured pressure would be placed on the union and its membership.

On May 16, the union was asked at the bargaining table to withdraw its initial strike action. It was made clear to the union at that time that if it did not stand down from its strike, BCPSEA would take action to reduce teachers' pay. Not only did the union refuse to stand down from its initial strike action, on May 21 the BCTF officially informed BCPSEA that it would follow through with escalation of its action to include rotating strikes as of Monday, May 26. Following receipt of this official notification of strike escalation, BCPSEA proceeded with [written notification](#) of lockout later the same day.

As of Monday, May 26, all actively working teachers will be partially locked out from their work (with the exception of volunteer or extracurricular activities) and deducted 10% of their pay for work not completed. In addition, all secondary school teachers will be fully locked out from work on June 25 and 26, and all teachers fully locked out on June 27.

The broad terms of those lockout provisions are detailed in the questions and answers that follow.

Supervision Issues

May 27, 2014

1. Can CUPE and/or other non-BCTF unionized employees refuse to cross the picket lines?

YES. Most of the collective agreements covering the CUPE and other non-BCTF unionized employees include a right not to be disciplined in the event they choose to refuse to cross legal picket lines established by BCTF members.

Some of the collective agreements make a distinction between “legal” and any picket line — this may make a difference in respect to secondary picketing that may occur. A few collective agreements contain no picket language. It is recommended you review the language in your CUPE and other collective agreements to confirm the protections in place for your non-BCTF members in respect to respecting picket lines. Please contact your BCPSEA liaison if you require any assistance with this.

2. Can CUPE and/or other non-BCTF unionized employees leave their work duties after they have already reported to work if BCTF picket lines are established?

If they have the protections in the collective agreement referenced above, unionized employees may refuse to cross picket lines established by BCTF members and, on occasion, this may involve times they have left a school building or work site after they have already commenced work. However, it is not appropriate that CUPE or other non-BCTF unionized employees simply walk off the job at any time when BCTF picketing or leafleting may commence outside a school building or site. In such circumstances, the expectation is that CUPE and other unionized employees continue their work duties, and they can be so directed.

We recommend detailed records be kept at each site to record the time that CUPE and/or other non-BCTF unionized employees work and the time that they are “not at work” by virtue of the BCTF picket lines.

3. What happens to student supervision should CUPE employees choose to respect picket lines and refuse to report to work and perform their work duties, including student supervision?

District staff and administrators should follow the language of the provisions of the Essential Services Order dealing with emergencies and supervision. Excluded staff should perform supervision to the extent required under the Order. Teachers may be directed to perform supervision duties where needed. The Essential Services Order specifically provides as follows:

“1. If the Union implements strike action that does not involve full withdrawal from all duties the following will apply:

- With respect to any before/after school, recess or noon hour supervision normally provided by teachers, before/after school supervision related only to bus drop off

and pick up, and recess and noon hour supervision will continue to be provided by teachers subject to the Employer utilizing management and excluded staff to the best extent possible to replace teachers for these activities. The utilization of management and excluded personnel will be discussed locally. If the matter cannot be resolved at the local level, either party may refer the matter to the Board for mediation/adjudication. The principles set out in BCLRB No. B417/2011, B431/2001 and B194/2011 shall apply to this decision.”

4. What should we do if a CUPE member refuses to report to work to supervise or assist a special needs student present at school? We have Education Assistants with specialized training to deal with medical and/or other needs of some special needs students who require greater assistance (i.e., feeding, toileting, etc.) than simply the supervision that can be provided by teachers under the emergency provisions of the Essential Services Order — can we make exceptions if we feel we need to ensure student safety and direct CUPE employees to do the work instead of teachers?

As a general rule, CUPE and other non-BCTF unionized employees are not covered by the Essential Services Order and are not required to supervise under the Order. **However, individual student health and safety is of the utmost importance.** If a student’s health or safety is at risk, we recommend you do the following:

1. Assign excluded staff to supervise or direct a teacher to supervise as provided for under the Essential Services Order:

“4. Teachers will be available in the event of emergency or disaster situation. In the event of a dispute between BCPSEA and BCTF as to whether an emergency or disaster situation exists, the teachers will perform the work in question. This principle is akin to the “work now, grieve later” principle. If a school district considers a situation an emergency, teachers will respond. If there is a dispute as to whether an emergency actually existed, the dispute will be addressed later.”

2. Notify the parent.
3. If required, direct the CUPE member to attend to the student. We may receive a grievance in respect to this, but the highest priority must be the health and safety of the student requiring immediate assistance. A CUPE member should follow this direction consistent with the “work now, grieve later” principle.
4. Contact your BCPSEA liaison immediately. We need to have the facts on situations like this for the purpose of any further applications to the Labour Relations Board in respect to essential services orders.

5. Do we need to provide an exemption to the lockout for the teacher–first aid attendants to perform their work during recess and lunch?

NO. If there is an emergency situation with a student during lunch or recess, the teacher should be directed to deal with it under the Essential Services Order. There does not need to be a lifting of the exemption and 10% pay withholding as the teacher–first aid attendant is already paid a first aid allowance.

WorkSafeBC Coverage During the BCTF Strike and the Employers' Partial Lockout

May 27, 2014

There is significant misinformation circulating regarding WorkSafeBC coverage for teachers during the BCTF strike and the employers' partial lockout. The following information is intended to provide the necessary clarification.

On May 27, we received the following correspondence from WorkSafeBC as confirmation with respect to coverage for teachers during the BCTF strike and the employers' partial lockout:

From: Ellis, Roberta
Sent: Tuesday, May 27, 2014 3:20 PM
To: Mike Roberts
Subject: Confirmation of WorkSafe BC coverage for teachers undertaking sanctioned extracurricular activities

Good Afternoon Mike:

Where extracurricular activity being performed by a worker is sanctioned by the employer, the worker is covered by WorkSafeBC – that remains the case in the current situation of partial strike/partial lockout.

Regards,

Roberta

Roberta Ellis
Senior Vice President
Corporate Services and Human Resources
WorkSafeBC

1. Does the current BCPSEA partial lockout mean that teachers are not covered by WorkSafeBC?

During the employers' partial lockout, teachers are locked out during specific times and from performing specific duties as set out by the employer lockout notice provided in writing to the BCTF on May 21, 2014 and further clarified in writing on May 25, 2014. The Schools Protection Program has dealt with other labour disputes in the K-12 sector in the past, and employees and volunteers continue to be covered in accordance with district policy (each school district has policy on accidents and indemnity). WorkSafeBC continues to apply coverage in same manner as it normally does. **Teachers are covered if an accident occurs arising out of and in the course of employment. All factors will be taken into consideration by WorkSafeBC, as it normally does.**

It is important to clarify that there are no restrictions whatsoever on teacher continuation or initiation or participation in extracurricular and volunteer activities. Teachers remain unrestricted in their ability to participate in extracurricular and volunteer activities, regardless

of where and when those activities occur. Nothing in the BCPSEA lockout direction in any way restricts union members from participating in extracurricular and volunteer activities, including those that take place on school property at any time.

When a teacher is participating in a district-sanctioned field trip, or extracurricular or other voluntary activity, a labour dispute of this type does not affect their coverage for insurance purposes.

Teachers who participate in district-approved field trips, and/or extracurricular or other voluntary activities continue to be covered under WorkSafeBC, providing the activity aligns with the criteria as set out in district policy, and [WorkSafeBC policy](#) C3.14.00 "...arising out of and in the course of the employment..." and C3.21.00 Extra-employment Activities, B. Recreational, Exercise or Sport Activities.

If teachers are off the school property participating in picket line activity, they would not be covered by WorkSafeBC.

Guidelines to implement the partial lockout to commence May 26, 2014 including questions/answers on extracurricular and other volunteer activities

Partial Lockout: Questions and Answers No. 2

May 23, 2014

There is significant misinformation circulating regarding the impact of the BCPSEA partial lockout on school extracurricular and other voluntary activities. The guiding principle for all decisions with respect to extracurricular activities is that if they are voluntary (i.e., not part of a teacher's work), they are not covered by the lockout order. Please contact BCPSEA directly at any time if further clarification is required.

1. Does the current BCPSEA partial lockout prevent teachers from continuing their involvement with student extracurricular programs or other volunteer activities?

NO. Teachers are welcome to continue their involvement with any extracurricular or volunteer activities of their choice. Nothing in the lockout order prevents any continued or new involvement with such activities.

2. Does it matter whether or not the extracurricular activities take place during the school day (e.g., at lunch), within 45 minutes of the start or end of the school day, or later in the day (e.g., in the late afternoon or evening)?

NO. Teachers are welcome to continue their involvement with all extracurricular and other volunteer activities regardless of the time of the day.

3. Are teachers prevented from being on school property earlier than 45 minutes before the start of the school day or later than 45 minutes after the end of the school day?

NO. Teachers are welcome to be on school property at any time for the purpose of supporting student extracurricular programs or other volunteer activities. The 45 minute limitation applies to teacher attendance for the purpose of paid work at a school or district site. Just as the BCTF "Stage 1" 60-minute limitation of teachers being at their worksite does not apply to extracurricular activities, the BCPSEA limitation of 45 minutes does not apply to any extracurricular or volunteer activities.

4. May teachers still attend graduation ceremonies, concerts, proms, awards ceremonies, sports events, and other year-end celebrations that take place outside of school hours?

YES. There is nothing in the current lockout order that prevents teachers from attending or participating in any of these voluntary events. As noted above, teachers are welcome to attend extracurricular and other voluntary events outside of the instructional day even if they occur on school or district property. If teachers refuse to attend, they do so by their own choice or the encouragement/direction of their union.

5. May teachers still continue with extracurricular field trips?

YES. As long as the usual district approval processes are followed (including the filing of any required paperwork), teachers are welcome to continue to undertake student extracurricular field trips of any type.

A special exemption has also been provided for extended field trips of any type that take teachers and students away from the school for long periods of time. All of these trips remain free to continue with no deduction of pay to the teacher(s).

6. Who defines what is included in the lockout — BCPSEA or the union?

It is BCPSEA who “owns” and defines the parameters of the lockout notice. Just as the union is free to unilaterally define and adjust the terms of its strike phases and actions (within the specified limitations of the LRB essential services order), it is only BCPSEA that can define what is included or not included in the lockout order. BCPSEA has never included a ban or limitation on extracurricular activities in the lockout order.

7. Why is the union telling teachers they may not participate in extracurricular or other volunteer activities because of the BCPSEA lockout, if that is not the case?

It is our opinion that the BCTF has purposely mischaracterized both the intent and the effect of the lockout in order to discredit the reciprocal pressure being put on the union membership. In our view, this is an attempt by the union to put pressure on BCPSEA to discontinue the lockout so that their strike may continue unhindered. At no time did the BCTF ask BCPSEA for clarification of the lockout order, nor have they responded to the appropriate interpretation information that was previously supplied to them.

8. Can teachers refuse to take part in extracurricular and other voluntary activities as part of their strike action?

Teachers cannot be compelled to participate in any extracurricular or voluntary activities, regardless of when they occur (within the instructional day, later in the work day, or after hours). An individual teacher may refuse to participate in such activities by individual choice or through the encouragement/direction of the union. In the previous strike, the union did tell members that they must not do extracurricular activities.

Partial Lockout: Questions and Answers

May 22, 2014

1. Will school districts have to issue lockout notice to their union local or individual BCTF members/teachers?

No. BCPSEA and the BCTF agreed earlier that the provincial parties may both issue and accept notice of strike or lockout on behalf of their members. By issuing lockout notice to the BCTF, BCPSEA has fulfilled all necessary notice obligations for the lockout to be initiated.

2. If teachers are unsure of what is expected of them in regard to the lockout, what information can we provide to them?

If individual teachers request additional information or confirmation of lockout, you should supply them with a copy of both our May 21, 2014 letter to the BCTF and the portion of this update regarding the partial lockout.

3. Are teachers locked out or “banned” from participating in extracurricular activities such as graduation ceremonies, awards ceremonies, sports events, and year-end celebrations?

No. Teachers are free to participate in all extracurricular activities, including on school property. There is nothing in the lockout that prevents BCTF members from continuing to participate in such activities as graduation, sports, and awards events. If teachers choose not to participate in such activities, they do so as a result of their own decision.

4. Will the lockout apply to teachers who are on extended field trips (overseas trips, extended overnight trips, etc.) with students?

No. Recognizing that we do not wish to put students or their financial contributions at risk, teachers who are supervising extended student field trips will be exempted from the lockout provisions (and the resulting loss of pay) for the full length of the excursion. Should a teacher withdraw from a previous field trip commitment, they do so as a result of their own decision. This lockout exemption does not apply to new field trips and/or trips of a minor nature that are short term or where there is no penalty for cancellation. Should a teacher on a long-term field trip refuse to supervise students because of the union's strike action, the emergency supervision provisions of the essential services order may be applied.

5. Are teachers locked out from any part of the student instructional day?

No. Teachers are still required to complete all usual instructional duties and school day services to students. Refusal to complete any such duties may constitute an expansion of their strike and result in a further loss of pay. Please discuss any such situations with your BCPSEA liaison.

6. Does the lockout from “evaluating education programs” mean that teachers are not to do marking of student work, complete student evaluations, submit marks, supervise exams, or complete report cards at year end?

No. Teachers are still required to complete all usual evaluation of student work including year end exams, submission of marks, and completion of report cards, as well as other year-end student reports. The lockout from “evaluating education programs” applies to teacher work on such items as provincial curriculum evaluation and development, district curriculum writing and reviews, the evaluation of programs at either the district or provincial level, and new program development.

7. If teachers are not to participate in school and department meetings, how will they discuss student needs or concerns?

Nothing in the lockout order prevents individual teachers from discussing student needs or concerns with their colleagues or school administration. Teachers are also still free to meet with students or contact parents as needed. The validity of many school and district-based meetings was already compromised by the union’s Stage 1 strike action. Application of the lockout provision to such meetings recognizes that much of this work was already not being completed.

8. Can teachers replace the locked out work with other work of their choosing?

No. Teachers have been directed not to replace the locked out work with other work of their choosing. Part of the intent of the lockout is to recognize that teachers, through their Stage 1 strike action, are not completing all of their job/duties. The option of replacing that struck work with other activities to avoid a loss in pay has been taken away.

9. Why were teachers instructed not to report to work more than 45 minutes in advance of the start of the instructional day or to stay more than 45 minutes past the end of the instructional day?

By restricting the length of time teachers are to spend at the work site, we are emphasizing the reduction of their usual work day and duties. The accepted teacher work day is just over nine (9) hours per day, which is now reduced in both length and required duties. The resulting 10% loss of pay is directly related to this lockout from usual required work and time at the work site.

10. Will the lockout be withdrawn at any time?

The BCTF was told in advance that the lockout would not take place if they ended their Stage 1 strike action. They refused to do so. In order for the lockout to now be withdrawn, it is BCPSEA’s position that there would either have to be a new collective agreement signed off or the cessation of all strike action by the union.

Wage Reduction: Questions and Answers

May 22, 2014

1. Do both of the initial reductions need to happen for the May 30 payroll?

Yes. Deductions for both the initial rotating strike day in each district and the 10% lockout-pay reduction must be done within the month that they occur. Specific concerns should be raised with BCPSEA if this timeline cannot be met. All strike and/or lockout-related pay reductions for June may be processed for the end of June payroll. The specifics on who has pay reduced and how this happens is set out below.

2. Is it 5% or 10%? Why are both numbers being used?

BCPSEA's original intent was to implement a 5% pay reduction if the BCTF did not cease Stage 1 activity. If the union escalated to Stage 2, then a 10% pay reduction would be implemented. As the BCTF has now formally announced the start of Stage 2 strike action Monday, BCPSEA will respond with the 10% reduction at the same time.

Rotating Strike Days: Pay Reduction

3. Which teachers will have pay deducted for the one-day rotating strike day in each district?

ALL active teachers (those not on an approved leave) in your district will have their pay deducted for the strike days. If individual teachers choose to come to work on a strike day, they should be reimbursed on a subsequent pay date. TTOC bookings for these specific day(s) should be cancelled and should be considered a break in service. Teachers on temporary contracts spanning a strike day should be treated the same as continuing contract teachers (no cancellation of their temporary contract but they are deducted the day's gross pay).

Teachers who are on long-term field trips (e.g., overseas or lengthy trips with students) which extend over the strike days should NOT be deducted the day's pay.

4. What about inactive teachers (those on leave, sick days, etc.)?

For simplicity, and to avoid unnecessary grievances, teachers already granted an approved leave or sick day covering the strike day(s) should not be deducted pay for those days. Teachers requesting leave or sick days after the strike action has been announced (i.e., from May 21 forward) should have their request scrutinized on a case by case basis (e.g., doctor's note required to verify illness, etc.). In general, there will not be a reason to grant leave for days that BCTF members will be on strike, as teachers have already indicated they will be absent from work. Requests for leaves or sick days should not be accepted solely as a means of avoiding loss of pay due to strike action.

5. What about support staff pay for the rotating strike days?

Support staff who do not report to work due to a teacher picket line should have their gross pay deducted for that day. If districts are unable to process the deduction in the pay period it occurs, the deduction should be deferred to the following pay period. Districts should only allow support staff to work at alternate district sites with prior approval (i.e., support staff should not unilaterally report to an alternate site).

Districts may allow support staff to apply for vacation days or leaves covering the strike days, but the usual district processes, limitations, and contract provisions still apply.

6. What amount of money gets deducted for each strike day?

All active teachers should be deducted their full “per day” salary for each strike day, but not allowances, etc. paid for extra duties (e.g., department head allowances, etc.). Part-time teachers should be deducted for their assigned time on the specific day that is struck (i.e., for teachers who work days of varying lengths, the deduction is for the pay that would have been earned for that specific day, not a portion of their annual FTE salary). Districts should use their normal collective agreement language or established practice for determining the deduction for a day’s pay.

Partial Lockout: Pay Reduction

7. How do I calculate and deduct the 10% wage reduction for the lockout days (i.e., days other than full withdrawal union strike days)?

All active teachers (not support staff or inactive teachers) should be deducted 10% of the daily rate of salary (per 6. above) for days worked beginning May 26 forward. TTOCs and part-time teachers will also be deducted 10% of their daily rate for any days worked beginning May 26 forward.

If your collective agreement establishes a daily deduction of 1/190, this ratio is applied to the teacher’s yearly gross salary to establish a daily rate of pay — 10% of this established daily rate would be deducted from the teacher’s pay for each day of the lockout (not including full withdrawal strike days, which are already unpaid).

Example Calculation: \$70,000 annual salary divided by the 1/190 in the collective agreement = \$368.42 per day, which is reduced by 10% for each day under partial lockout.

(\$368.42 - \$36.84 = \$331.58 reduced gross pay for each day of partial lockout.) In this example, the teacher’s pay is reduced by \$36.84 for each day under partial lockout.

8. Are there any exceptions to teachers having 10% pay reductions for the partial lockout?

With only one exception, all active teachers (not on approved leave), including TTOCs, will be locked out and have 10% of their gross pay deducted irrespective of work site, assignment, type of work, etc. That one exception is as follows:

Where a teacher is planning to attend a pre-approved multi-day field trip AND the union has agreed to preclude the teacher from strike activity during the trip AND cancellation of the trip would result in substantial financial hardship to students/families, if the trip occurs the teacher will not be expected to reduce work and will not have 10% pay reduced. This is to ensure that during the trip there is no time when student safety is compromised due to reduced activity by the teacher. An example would be a planned excursion outside of BC (Quebec exchange trip for example), or a multi-day outdoor education excursion. This exclusion from the 10% rule would not apply for trips not yet planned or for local field trips including year-end day excursions for classes. In those cases, the 10% reduction would apply even if the field trip occurs.

9. Are other allowances or payments (other than base wages) also reduced by 10%?

No. Other allocations or payments such as department head allowances, TIC allowances, sick days, benefits, etc. are to be provided/paid as usual and in full. In the event that the union escalates to Stage 3 full strike, the employer will re-evaluate this position.

10. Will support staff also have their pay reduced 10%?

No. The only circumstance under which support staff would see their pay reduced would be if they refuse to report to work (i.e., when they won't cross a legal picket line placed at their work site due to strike or lockout).

11. Who do I call for interpretation information?

BCPSEA will handle all such calls, with the exception of questions regarding any hold back or recovery of funds by the Ministry of Education from districts. Those specific questions should be directed to the Ministry of Education – Resource Management Division. In general, however, districts will need to track “savings” resulting from all strike days and lockout days as well as any wage reductions.

Attachment:
BCPSEA Letter to BCTF dated May 21, 2014