



# **LABOUR DISPUTE**

# manual

*Strikes, Lockouts, and Essential Services*

*Revised March 2014*

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## 2014 CONTEXT

As of the date of publication, there is no intention to apply to the Labour Relations Board (LRB) for an essential services order. The LRB repeatedly commented in 2011-2014 that a “withdrawal of duties” essential services order was fundamentally flawed and that it was not balanced or effective in putting pressure on both parties in the labour dispute.

This manual has been revised to reflect a school district approach to a strike or lockout in the absence of an essential services order. The specific section on Essential Services Designations is provided for the context of past strikes and for comparison with current circumstances.



The BC Public School Employers' Association (BCPSEA) supports public education through innovative human resource practices, partnerships, and services. As the multi-employers' association, accredited bargaining agent, and human resource service agency for the province's 60 public boards of education, we provide a full range of human resource services with a focus on the development, coordination, and facilitation of human resources best practices.

If you have any questions about this manual, please contact your BCPSEA liaison.

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# 1

## Introduction

This manual is designed to provide a working model to assist school districts in the development of a strike or lockout management plan. Any plan must be developed within the context of the specific labour dispute, and must recognize the roles and responsibilities of both the school district and the accredited bargaining agent, the BC Public School Employers' Association (BCPSEA). Additionally, any plan must also align with any essential services order that is issued by the Labour Relations Board (LRB) in a particular dispute.

This manual is a generic guide to help school districts plan for labour disputes that may arise in collective bargaining. We provide an overview of potential strike/lockout activities and essential services designations at the beginning of the manual. We then outline the various roles and responsibilities based on a particular model of school district organizational structure. As a result, the manual may not apply directly to your district. However, because the principles and guidelines are designed to provide a working model, it can be adapted. Questions regarding the role of BCPSEA and the differences between a local strike versus a provincial strike, and a dispute with the BC Teachers' Federation (BCTF) versus support staff unions, are not dealt with directly in this manual and should be directed to your BCPSEA liaison.

Any labour dispute in the public education sector is regulated by the provisions of the BC *Labour Relations Code*. What constitutes a strike or lockout, any application or notice requirements, and essential services matters, are the subject of *Labour Relations Code* provisions, regulations, and processes.

# 2

## Strikes and Lockouts

If a union and an employer are unable to reach agreement through the bargaining process one of the options available to the parties is a strike or lockout.

The *Labour Relations Code* (the Code) prohibits both strikes and lockouts during the life of a collective agreement, and certain legal preconditions must be satisfied before a strike or lockout can begin.

A strike is a refusal to work by employees acting with a common purpose, usually to compel an employer to agree to terms and conditions of employment. A strike does not need to be a complete stoppage of work. For example, withdrawal of specific work duties, overtime bans, and work slowdowns can all constitute a strike.

Similarly, a lockout is a restriction by the employer of work that would normally be available for employees, generally by suspending the work or closing the place of employment. Again, it is generally intended to compel employees to agree to terms and conditions of employment. Just as a strike may be a “partial strike” that does not involve a complete stoppage of work, a lockout may be a “partial lockout” that does not suspend all work or totally close the place of employment.

School districts may deal with labour disputes both with and without an essential services order. It is only in circumstances where the dispute poses a threat to the health, safety, or welfare of the residents of BC or to the provision of educational programs that the Minister of Labour may direct the Labour Relations Board (LRB) to issue an essential services designation order. If the Minister of Labour’s direction is made before a strike or lockout begins, a strike or lockout may not occur until the designation of essential services is made by the LRB. However, if a strike or lockout has already occurred when a direction is made, the parties may continue the strike or lockout subject to any designation of essential services that is made.



There are a number of differences between a strike or lockout that occurs when there is an essential services order and a strike or lockout that occurs in its absence. These differences include:

- the scope of permissible strike activity
- the requirements in an “emergent or urgent” circumstance during a strike or lockout
- the notice requirements for changed or expanded strike or lockout activities
- the applicability of section 68 of the Code regarding replacement workers.

## Scope of Permissible Strike Activity

Absent an essential services order, there is no limit on the type or scope of duties that striking employees may withdraw during a strike, regardless of either district or employee statutory obligations. During a “partial strike,” districts may not discipline or otherwise retaliate against striking employees for participating in a strike (e.g., withdrawing specified duties in concert), although districts may otherwise manage and discipline striking employees who are reporting to work (e.g., for employee misbehaviour such as lateness, theft, insubordination, etc.).

In the 2011 essential services order, as in previous essential services orders, there was a very specific provision regarding student supervision outside the classroom which provided that teachers would continue to supervise, subject to the employer utilizing management and excluded staff to the best extent possible to replace teachers. In a strike without an essential services order, there is no obligation on teachers to provide any student supervision outside the classroom if this is one of the activities they have withdrawn as part of their strike.

Districts will need to examine a number of options to ensure that student supervision needs are covered, including using management and excluded staff (see the Replacement Worker section for guidance on some restrictions to such utilization); moving or canceling recess; requesting on-time drop off and pick up of students, restricting access to playing fields or other student gathering places, shortening lunch times and/or the school day, eliminating certain student field trips, restricting after hours access to school buildings, etc. There is also the potential for an agreement with the union to supplement supervision and/or there may be a need to fully close individual schools depending on the particular circumstances.

Previous essential services order also provided that teachers did not have to participate in any school-based meetings called by an administrator unless the meeting related to an emergency, and that teachers would continue to hold IEP meetings in the usual manner but administrators would only attend if they were providing direct service to the student under discussion. In a strike without an essential services order, it is permissible for teachers to withdraw attendance at school-based meetings and IEPs, provided they do so in a concerted manner. The strike does not give the union or its members the right to direct how such meetings will occur during a strike (including directing that teachers will continue the meetings without administrators present) and districts may decide to continue to hold such meetings with or without the participation of teachers. A union strike in these new circumstances does not in any way provide the union or individual teachers the right to dictate or limit the actions of administrators.

## Requirements in an “Emergent or Urgent” Circumstance

In previous essential services order there was an “emergency or disaster” provision, which provided that the district could direct striking teachers to perform withdrawn work with a “work now, grieve later” resolution process. During a strike without such an order, districts may ask striking employees to render assistance but they cannot compel striking employees to perform such withdrawn work without their consent or discipline them for such a refusal, even in a situation which the district believes is of an emergent or urgent nature.

## Notice Requirements

Once the union has provided 72 hours notice and commenced their strike activity, the union can legally change or expand their strike activities, including fully withdrawing services and/or picketing, without providing further notice.

## Section 68 (Replacement Workers)

Section 68 of the Code restricts the use of replacement workers during a strike or lockout. Section 6(3)(e) of the Code makes it an unfair labour practice to use replacement workers in violation of section 68.

The replacement worker provisions of the Code are effectively displaced under an essential services order. During a strike or lockout without an essential services order, the requirements of section 68 are applicable.

Section 68 is directed at “[protecting] the integrity and viability of the bargaining unit through restricting the use of replacement workers.” It does not matter whether an employer’s use of replacement workers contrary to section 68 is minimal or fleeting. There is no *de minimus* aspect to section 68.

Section 68 prohibits districts from using the services of any person (whether paid or not) who:

- is hired or engaged after the earlier of the date on which notice to begin collective bargaining has been given and the date on which collective bargaining begins
- ordinarily works at another of the district’s places of operation
- is transferred to the place of operations which is the site of the strike or lockout, if he or she was transferred after either notice to begin collective bargaining has been given and the date on which collective bargaining begins, or
- is employed, engaged or supplied to the district by another person to perform the work of employees who are on strike or locked out.

**The critical date for any strike or lockout activity in 2014 is February 4, 2013.**

Districts may have administrators or other excluded staff who assumed their roles with the district just prior to the 2013-2014 school year (e.g., in August 2013). The district will need to determine if such persons were “hired or engaged” after the critical date in order to decide what, if any, work of the bargaining unit can be assigned to those staff during a teachers’ strike without running afoul of the replacement worker prohibition.

If such persons were previously employed by the district (e.g., as teachers) prior to February 4, 2013, the fact that they were “promoted” to an administrator or other excluded position in August 2013 does not mean that they were “hired or engaged” after the critical date. Conversely, if the staff member was an outside hire; e.g., came from another district after February 4, 2013, then they would have been “hired or engaged” after the critical date and the replacement worker prohibition would apply to them.

**What work is protected by section 68?**

The work protected by section 68 is “work that would have actually been performed by an employee in the bargaining unit but for the labour dispute.”

### **How do you determine if someone “ordinarily works at” a particular site?**

Under section 68, an employer is permitted to use non-bargaining staff (subject to the appropriate hiring/engagement/transfer date consideration) to perform work that would have been done by striking employees, provided this work is performed at the places where the replacement workers themselves “ordinarily work.” In some cases, the place where an individual “ordinarily” works may extend to multiple locations (e.g., superintendents and district staff).

In determining whether a person “ordinarily works” at a location, the LRB considers “the nature of the work performed in multiple locations, the time spent in different locations, and other relevant facts relating to the work of the individual.” While the nature of the work performed and the relationship of the person’s role to the operation are factors the LRB considers, so, too, is the regularity of attendance. Frequency of attendance is less significant for a person or persons who are integral to the operations. Such individuals may have “regular and direct involvement in the operations” through “telephone, email or fax” and, even absent frequent physical attendance, maintain regular communication and “have a real and significant role in the management of the operation, in the sense that they have actual authority for it.” Depending on the district’s organizational size and structure, it is likely that most superintendents and staff with district-wide responsibilities “ordinarily work at” multiple locations, including schools for which they are responsible.

### **What is a “place of operation”?**

The LRB has discussed the concept of “place of operation” in circumstances where an employer operates more than one site or location of its business and, to date, the commentary has been that multiple locations or sites may be considered to be a “place of operation” if they are “functionally and administratively integrated,” such as having a common management team with significant, regular interchange of management and staff and where the sites are treated as a “single organization” with regard to stocking, manager allocation, organization of promotions, and staff movement. From a practical perspective we recommend that districts treat each individual school site (which may include a grouping of schools such as where a middle school and a secondary school are located together) and the board office site itself as a “place of operation” for the purposes of the replacement worker legislation.

**What about management and excluded personnel who routinely do “shared duties” with striking employees (e.g., principals who routinely do playground supervision)?**

The LRB has specifically commented on the concept of “shared duties” where, on a usual non-strike basis, supervisors also perform “work of an employee in the bargaining unit.” For example, in one case, four supervisors had been hired after the date of the first collective bargaining session and so were replacement workers not at liberty to perform the work of an employee in the bargaining unit. The employer argued that they were, nonetheless, permitted to perform duties that they shared with bargaining unit employees. The LRB agreed that the duties at issue were typically shared, but held that the supervisors could continue to perform bargaining unit duties only to the same degree that they had done so before the strike. The LRB also reviewed and confirmed earlier LRB jurisprudence confirming that replacement workers who typically only performed bargaining unit work while employees were absent on sick leave or vacation or otherwise only irregularly could not do such work during a strike.

In summary, excluded personnel who routinely perform work that the striking bargaining unit has withdrawn can continue to perform the same type and amount of work at their worksite regardless of their hire or transfer date.

**Summary: In effect...**

- **For persons hired/engaged or transferred before February 4, 2013** – Section 68 permits management and excluded personnel to perform all types and amounts of the work of employees on strike or lockout at any of the district sites where they “ordinarily work.”
- **For persons hired/engaged or transferred after February 4, 2013** – Section 68 prohibits school districts from using parent, student, or other volunteers or any employees engaged/hired or transferred to a place that is the site of a strike after February 4, 2013 to replace striking or locked out employees or do the work that those employees would have done but for the strike.

If such persons regularly perform the work that employees would do but for the strike or lockout, then they can continue to do the same amount and type of that work that they usually do at sites where they ordinarily work, but they can't do other types or more work of striking employees; e.g., a manager or non-bargaining unit employee who was hired or transferred after February 4, 2013 cannot do any additional work (e.g., backfill for work that teachers are not doing) during the period of the strike.

### Can employees refuse to do “struck work”?

Yes. Section 68(2) also provides that an employer must not require any person who works at a place where a strike is taking place to perform any work of a striking employee without the consent of the person.

Section 68(3) provides that an employer must not:

- (a) refuse to employ or continue to employ a person
- (b) threaten to dismiss a person or otherwise threaten a person
- (c) discriminate against a person in regard to employment or a term or condition of employment or
- (d) intimidate or coerce or impose a pecuniary or other penalty on a person because they refuse to perform such work.

This means that any persons who are not members of the striking bargaining unit have the right to refuse to do the work of a striking employee. Employers are not permitted to penalize or discipline those who refuse to do such work.

**NOTE:** On March 28, 2014 BCPSEA requested that the BCTF instruct its members to provide supervision where districts are unable to do so, and that the BCTF not file complaints with the LRB regarding section 68 in such circumstances. Any final advice on this topic will be dependent on the BCTF response to that request.

**Additionally, if districts are faced with a situation where they have no other practical, viable option regarding supervision (e.g., they have looked at all the other tools to reduce supervision needs such as moving recess, having pick-up and drop-offs done right at bell time, combining playing fields or student gathering areas, etc.), then they may decide that despite section 68, they are going to assign the required excluded staff to ensure student safety and let the BCTF make a complaint to the LRB. Alternatively, districts may determine that student safety needs require them to close schools.**

## Essential Services Designations

### What are “Essential Services”?

Essential services are services which the LRB decides are necessary or essential to prevent immediate and serious danger to the health, safety, or welfare of the residents of British Columbia and/or the immediate and serious disruption to the provision of elementary or secondary educational programs.

Section 72 of the Code requires employers and unions to maintain certain essential services to the public when they take strike or lockout action in a labour dispute.

#### ***What is the purpose of the essential services legislation?***

The LRB has identified a two-fold purpose of essential services designations as follows:

1. The primary purpose is to give effect to the intent of the legislation to protect the public. Under the current legislation the intent includes protecting the health, safety, and welfare of the public as well as protecting the provision of educational programs to K-12 students.
2. The secondary purpose is to put pressure on the parties that attempts to parallel that which exists in non-essential strike and lockout settings.



### ***Form of an essential service order in the public education sector***

In labour disputes in 2001, 2005 and 2011, the LRB issued essential service orders in the public education sector that were unlike essential service orders in other sectors (e.g., health, municipalities, social services, etc.). In the public education sector, the LRB ruled on what activities striking workers did not have to perform, rather than designating minimum levels of service. In all other essential service orders in other sectors, essential service orders set out the numbers of bargaining unit members that perform all their regular duties, not a list of duties that they will **not** perform. Further, essential service orders are normally constructed on the basis of a full withdrawal of services, not a partial strike or lockout.

In sectors outside of public education, the essential service order puts economic pressure on the union by setting designations that have the maximum economic impact on union members. Pressure is applied on the employer by setting designations that maximize disruption to the employer's operation. From the LRB's perspective, an important aspect of the disruption to employers is the requirement that management/excluded employees work extensive hours performing bargaining unit work normally done by striking employees.

In the 2011-2012 teachers' dispute, the LRB took the opportunity to comment on the approach it may take in any subsequent applications of the essential services legislation to the education sector.

In BCLRB No. B161/2011, Arbitrator Brown commented on the approach he would take in the context of a teachers' strike. His recommendations included:

- At the beginning of the year teachers could withdraw from the classroom for at least two weeks without any services designated as essential
- Because students would not be in class, the likelihood of any essential service designations for support staff unions would be minimal, possibly physical plant issues
- After the two week or longer period, any further withdrawal of services may be impacted by grade and time of year
- While the determination above is being made he would impose an interim order of one day withdrawal in five days of instruction, and
- The structure of the LRB order would be amended to be consistent with essential service orders in other sectors. The order should set out the days of work for the bargaining unit members.



The employer would continue to direct the workforce as per current collective agreement terms. In this way the order would establish what the bargaining unit members are doing, not what they are not doing. In addition, compensation should be based on the percentage of days worked compared to the norm. As it stands now [in the 2011 dispute], bargaining unit members are receiving full pay while not performing the full range of duties. This does not result in a balance of pressure in a controlled strike environment because while students and the public are impacted and the employers are impacted, the bargaining unit members continue to receive full salary.

In BCLRB No. B236/2011, the LRB concluded that the approach in the public education sector of designating what duties would not be done was fundamentally flawed, that it was not balanced or effective in putting pressure on both parties, and the parties should adopt the LRB's established approach to essential service designations as in other sectors.

***Do all strikes or lockouts in the education sector require an essential services designation order from the LRB before a strike or lockout can take place?***

No, it is only in circumstances where the dispute poses a threat to the health, safety, or welfare of the residents of BC or to the provision of educational programs that the Minister of Labour may direct the LRB to issue an essential services designation order.

In 1993, the LRB ruled that the concept of "welfare" was broad enough to incorporate exceptional circumstances which may require the designation of essential services in public education. In that case the potential consequences of that dispute on Grade 12 students and their completion of the school year and provincial exams brought the matter within that exception.

The LRB has also ruled that the phrase "provision of educational programs" includes more than just instruction but does not encompass all activities carried out by a school district. In BCLRB No. B455/2001, the LRB ruled that for the purpose of section 72, the essential services section, the provision of educational programs "includes concepts like supervision and assessment, and might include work study and work experience programs. Further, there may be goods and services and educational materials which are necessary to meet the learning outcomes and assessment requirements of an educational program and are therefore part of the "provision of educational programs."

The LRB went on to say, “On the other hand, not all services or activities provided by a school board are necessarily part of the ‘provision of educational programs.’ There must be some limit to an “educational program” and therefore also to what is involved in the ‘provision of educational programs.’ For example, activities or services provided by a school board which are optional or voluntary and outside the curriculum set by the school board may well fall outside the ‘provision of educational programs.’”

If the Minister of Labour’s direction is made before a strike or lockout begins, a strike or lockout may not occur until the designation of essential services is made by the LRB. However, if a strike or lockout has already occurred when a direction is made, the parties may continue the strike or lockout subject to any designation of essential services that is made.

### ***What is the process for securing an essential services designation order from the LRB?***

The employers’ organization or the union bargaining agent may apply to the LRB to investigate or the LRB on its own motion may investigate whether a “dispute” poses a threat to the health, safety, or welfare of the residents of BC or the provision of educational programs to students and eligible children under the *School Act*. The LRB then reports the results to the Minister of Labour who, in turn, directs the LRB to designate “those facilities, productions and services that it considers necessary or essential to prevent immediate and serious danger to the health, safety or welfare of the residents of BC and/or to prevent immediate and serious disruption to the provision of educational programs.”

### ***Negotiation and mediation***

Where the Minister makes a directive to designate essential services, the Associate Chair, Mediation Division will appoint one or more mediators to assist the parties to reach an agreement on essential services designations. The LRB expects and requires the employers’ association and the union bargaining agent(s) to work together with the assistance of a mediator to determine what services should be designated as essential and the staffing levels required. If mediation does not resolve the issues, the next step in the process is for the outstanding matters to be adjudicated by the LRB. The LRB then issues an essential service order or orders for the particular dispute. Once an essential service designation order has been issued and distributed to all parties, the LRB may, at its discretion, file the order in court on its own motion or if this step is requested by the employers’ organization or the union bargaining agent.

### ***Rights and obligations under essential services orders***

Designation of essential services involves identifying the facilities and levels of service needed to prevent immediate and serious danger to the public or to prevent immediate and serious disruption to educational programs. The designation is a two-step process:

- A determination as to which educational facilities and services are essential and must continue to operate; and
- A determination as to how the services will be provided (e.g., what are the necessary staffing levels for unionized employees; the numbers of management and excluded staff and how they will be deployed during the strike or lockout).

When the LRB designates services as essential, the employer is required to provide those services, and the union is required to allow its members to perform those services in the event of a strike or lockout.

Essential services orders also include “global orders,” which govern general issues which are applicable to the whole sector. If a designation is made under section 72, the relationship between the employer and the employees, while the designation remains in effect, is governed by the terms and conditions of the collective agreement last in force between the employer and union except as that collective agreement is amended by the LRB to the extent necessary to implement the designation of essential services.

The LRB may also, under section 72, designate facilities, productions, and services supplied, provided or maintained by employees who are represented by another union that is not involved in the collective bargaining dispute with the employer.

### ***Replacement worker legislation under an essential services order***

Section 68 of the Code restricts the use of replacement workers during a strike or lockout. This section prohibits employers from utilizing the services of any person during the strike or lockout who:

- Is hired or engaged after notice to begin collective bargaining has been given or collective bargaining has begun
- Ordinarily works at another of the employer's places of operation
- Is transferred to the place of operations which is the site of the strike or lockout after either notice to begin collective bargaining has been given or collective bargaining has begun, or

- Is employed, engaged or supplied to the employer by another person.

Generally, employers are severely restricted in the use of employees or others during a strike to perform work which, but for the dispute, would have been done by employees in the bargaining unit who are on strike or who are locked out. The effect is modified when an essential services designation has been made. In 2009, the LRB specifically dealt with the issue of whether employees and management hired after notice to bargain has been served can be included in essential services orders without contravening prohibitions on the use of replacement workers in section 68(1). The LRB determined that an essential services order effectively displaces the replacement worker restrictions during a dispute governed by an essential services order.

## School-Based Roles and Responsibilities

### Principals' and Vice-Principals' Legal Duties

Principals and vice-principals should be prepared to assist the board with its plans to respond to strike activity. There are a number of specific duties that principals and vice-principals should consider during a strike.

Principals and vice-principals are required by the *School Act* to perform supervisory, management, and other duties required or assigned by the board. Such duties will include maintaining safety in schools, and overseeing the delivery of educational programs in the event of a strike. The nature and extent of those duties may vary depending on the form of strike activity that is undertaken by a union (e.g., limited withdrawal of duties, withdrawal of services with picketing, etc.) and, if there is an essential service order, within the parameters of a specific essential service order (i.e., managers will be expected to do an amount of bargaining unit work and the replacement worker legislation is not a factor).

### Pre-strike Planning

#### ***Alarms and locks***

Principals and vice-principals should do the following:

- Check the alarm system and ensure that the doors are secure
- Become familiar with the fire alarm and lighting systems
- Check the operation of special equipment (heating, etc.).

### ***School keys***

For reasons of liability and security, it is common practice that employees' exterior keys and security access cards be turned in when a strike is called. Employees may feel better if they have an opportunity to turn in their keys. The board of education should endeavour to get the unions to agree to a joint statement on collecting vehicle and exterior school keys or access cards.

Principals and vice-principals should prepare a plan to collect exterior keys and security access cards from employees, whether or not the union agrees to a joint statement. All principals and vice-principals will accept keys turned in on a voluntary basis. It is to the employee's benefit not to have keys in the event that individuals commit acts of vandalism at the school. Keys to vans, buses, and outbuildings or storage areas should be included.

It is likely that the custodians will work the evening before the strike. If so, principals and vice-principals should go over lock-up arrangements with them.

The principal or vice-principal must make a personal check to ensure that the building is secure after all employees have left on the evening of the strike.

### ***Securing equipment***

Principals and vice-principals should make a list of any equipment that may need special attention during a strike. They may need to consult with the custodian and the maintenance department prior to a strike.

Plans for office computer system security and back-up will be initiated by the person designated. Principals and vice-principals should ensure the safety of student and other confidential records.

### ***School rentals and continuing education***

All school rentals and continuing education classes in the schools should be cancelled by the district office.

### ***Transportation***

Bus and taxi service contracted by the board should be suspended for the duration of a strike that involves a work stoppage or school closure.

### ***Records***

Backup and secure accounting information and disks, ledgers, cheques, and receipt books. The finance department staff can assist, if requested.

### ***Fire, police, and post office***

The fire and police departments and Canada Post will be notified by the school district office if a strike is called.

Postal workers will not cross a picket line, and because of their limited storage space Canada Post would prefer to have districts pick up postal items. Management staff should pick up mail from, and deliver it to, the post office.

### ***Custodial (facility) care***

Principals and vice-principals should review the custodial routines and list those that are necessary for the maintenance of the plant, and the health and safety of the students.

Principals and vice-principals should list necessary supplies and keep the quantities of these supplies at a level high enough to last for the expected duration of the strike.

### ***Maintenance***

A partial withdrawal of services may mean that many of the activities offered to students will make extensive use of audiovisual equipment and other similar equipment. Such equipment should be checked that it is functioning properly.

The list of outstanding maintenance requisitions should be reviewed, and the maintenance department requested to attend to those that require priority action before a strike is called.

### ***Parents and students***

Principals and vice-principals should identify special education students who cannot be adequately supervised in the absence of teachers and teacher assistants.

### ***Educational programs***

If students will be in attendance for educational programs, and subject to any essential service orders, principals and vice-principals should:

- plan alternate educational programs (including preparation for half-day study sessions)
- order supplies
- order audio-visual materials.

## **Strike Plan Checklist**

Principals, or designates, should do the following in developing a strike plan including the incorporation of essential service orders:

- Review entrances** to schools and buildings. Determine in advance which doors and gates will be used. As a general rule, the number of entrances should be limited. Facilitate the changing of door locks as required.
- Review night lighting for each building.** Leaving the lights on all night will increase the cost of electricity, but may prevent expensive vandalism.
- Develop a system to make sure all doors and windows are locked** at the end of the work day. Making one person responsible is the simplest method.
- Consider additional night security** and advise the district's superintendent of schools if you believe there is a need to pay an individual to spend the night at the school.
- Determine in advance whether strikers will be allowed to enter school grounds** or buildings to get a drink of water, use rest rooms, and so on. Most labour relations and security experts **strongly recommend that strikers not be allowed on school property.**
- Prepare a system for identifying personnel** authorized to enter school property.
- Provide security for files and records.** Unattended offices should be locked.
- Provide for security of private automobiles** of non-strikers.



- Arrange for a centralized, specially keyed storage area** at the school site for audiovisual equipment, and instructional supplies.
- Develop a plan for key control.** Make sure you have a duplicate set of keys for each classroom. When a strike is called, require that all staff turn in their keys.
- Develop a traffic control plan.** Determine in advance where buses will unload in the event schools remain open.
- Become familiar with all building operations.** Learn the location of all utility shut-offs. As part of the plan, make a map that has simple directions for checking utilities, and turning them on and off. Attach the map to your strike plan. Include the following in the map:
  - gas
  - electricity
  - water
  - sprinkler
  - furnace
  - main valves for each building
  - key or wrench to operate valve
  - fire alarm switches.
- Establish a communication system** for your school. Use the local district strike management committee's samples of letters to be sent home to parents. Maintain a directory of all key telephone numbers, including the following:
  - police
  - fire
  - school board office
  - local strike management committee.
- Remove pets and perishable goods** from the building.

## In the Event of a Strike Involving Full Service Withdrawal

In the event of a strike that will involve full service withdrawal, principals and vice-principals should do the following:

- send parents the letter regarding the strike, which will be supplied by district management or the local strike management committee
- have students clean up their personal areas (lockers, desks, and cubby-holes)
- request that teachers take home personal property and shut down their areas
- request that support staff shut down their areas
- collect outside keys from employees
- call noon supervisors and crossing guards
- go over building security arrangements with custodians
- review emergency procedures (fire drill, bomb threats)
- secure all rooms, doors, computers, and areas not in use, and prepare entry signs and directions.

## Operations Plans

### Operations Plan

#### ***Payroll***

In the event of a strike, the district will still need to meet its contractual and legal obligations to pay outstanding wages to employees. However, this may be difficult if cheques must be manually generated.

#### ***Employee benefits***

It is BCPSEA policy that employee benefits will be maintained at no additional cost to the board of education during the period of work stoppage. That means that either the striking union or the employees will have to pay the full cost of benefits for days not worked. If essential service designations have occurred, this policy is subject to specific wording in your collective agreements, which will need to be examined.

Arbitral jurisprudence generally provides that employees who are on benefits prior to the commencement of a strike or lockout have the right to have those benefits continue during the course of a strike or lockout.

As a general rule, leaves of absence that have not commenced will be cancelled. Vacation time, if applicable, will be reviewed based on the details of the work stoppage. There may be specific wording in your collective agreement regarding benefits during a strike or lockout.

#### ***Pensionable service***

The strike will affect the calculation of employees' pensionable service.

### ***Picket lines***

The board of education and the striking union should discuss how and where picketing will occur to ascertain whether picketers will allow the safe passage of excluded staff and students. District staff should be assigned to monitor safety and conduct on the picket line. In the event of an illegal strike, picketers' names may be taken so that an order from the LRB may be obtained.

### ***Rotating strikes***

Student safety cannot be guaranteed if there is a series of rotating strikes. If rotating strikes are planned, the board of education should make arrangements with the striking union to have at least 48 hours notice to make plans for student safety.

### ***Employees who report for work***

Employees who report for work and assume duties will be paid. Employees will not be required to perform duties outside their job description, or for which they are not qualified.

### ***Strike assignments***

Excluded staff will be assigned to duties that appear to have the greatest need for supervisory personnel.

Excluded staff may also be required to answer phones or to work in payroll. Squads of supervisory staff will be organized to provide necessary or emergency janitorial, security, and maintenance services to the schools.

The Code (section 68) limits an employer's ability to use management personnel to replace striking workers. Generally, management personnel cannot be moved from one location to another to take the place of striking workers. Prior to assigning work, confirm the application of section 68 with BCPSEA or legal counsel.

Ordinarily, vacations will be suspended and, if applicable, necessary additional expenses will be paid to the employee.

## Site Logistics

### School Operations During a Strike

In the absence of an essential service order, principals and vice-principals are the only staff who are certain to be in the school during a strike, particularly one that involves picket lines. The presence of members of non-striking unions will depend on decisions made by the executives of the non-striking union locals, their parent bodies, and by the individual members.

Employees who report for work must not be asked to do jobs that are not in their job descriptions. Students, parents, and volunteers should not be asked to take on employees' jobs.

Supervisory personnel will be organized within the school district to help with emergency maintenance and custodial situations in a manner that does not breach the replacement worker provisions under the Code.

District staff members will attempt to visit or contact every school daily. They will gather information about the effects of the strike, the actions of the union, and give administrative staff the most current information about the district situation. District staff may bring print information, or collect reports as required.

Picket line identification cards will be available for school administrative personnel.

The following sections outline some possible circumstances and the actions that should be taken. Other circumstances may arise that are not covered here. Periodic meetings with district staff may be necessary to respond to emergency events.

## Daily Diary

Be sure to note all activities that are a consequence of the strike. It is especially important that you describe in detail any confrontation occurring between you, or others, and union members. Date and sign each entry for later reference.

There will be a confidential telephone number for you to use if the school district office number is unavailable. Use this number only if you have been repeatedly unable to get through using the regular number.

## Students and Parents

If the school remains open, student safety is of paramount concern. The activities that you develop, and the procedures that are used during a strike, must put the health and safety of students first and be consistent with any essential service orders. Parents may be told that the school will provide supervision but that students will not receive regular instruction on certain days.

Students may ask questions of the incident. You will need to show it is not a “lark,” nor something to be despondent about. Give the students accurate, factual information at a level they can understand.

## Transportation

The district will make a commitment to parents that if their children are picked up in the morning they will be returned home in the afternoon. If buses deliver the students in the morning but do not pick them up in the afternoon, telephone the parents of all stranded students to see if they can pick up their children. You will have to arrange safe transportation for students whose parents cannot pick them up. Supervisory staff will be available to assist in this effort.

## Student Arrival

During student arrival and departure times, there must be a principal or vice-principal outside and clearly visible to the students arriving or leaving. Some parents may want to escort their child into the school. Allow them to do so, but ask that they leave the school as soon as the child is safely inside.

## Attendance and Safe Arrival Programs

Some schools have formal safe arrival programs. Keep daily student attendance lists, but suspend your safe arrival program. You may not have volunteers to telephone the homes of missing students, nor to answer the phones if parents call to say their child will be absent.

Parents will be informed by letter on the day before the strike that all safe arrival programs (for example, block parents phoning) will not operate during the strike. However, if a student attends in the morning, but is missing later in the day without an explanation, the parent must be contacted.

## Lunch and Recess

Unless you have enough supervision, you may make the decision to move recess, consolidate playing or student gathering areas, and/or keep students indoors. Be sure to check the afternoon attendance of students who go home for lunch.

## Staff

Keep a daily record of all employees (including crossing guards) who report for work. The collective agreements say that members of non-striking unions have a right to refuse to cross a picket line, but will be considered to be absent without pay if they do not work behind such a picket line.

## Building Security

Use as few entry and exit doors as possible — preferably one — and lock the others. Attempt to keep the unlocked door within view. Maintain pre-strike opening and closing times.

Use a minimum number of rooms and buildings (where appropriate), including washrooms, and preferably use only those nearest the office. Lock the washrooms (other than those closest to the office), shop areas, and any other unsupervised specialty rooms and potentially dangerous restricted areas. Do not use portables unless absolutely necessary.

A periodic walk about the exterior and interior of the school to enhance building security would be advisable. Keep a record of the time of these walks and note anything unusual. Buildings are not to be left unattended from 8:30 a.m. to 3:30 p.m. unless otherwise approved.

## Visitors

Attempt to meet all visitors at the front door. It is not expected that they will enter the building. Intruders should be advised that they will be deemed to be trespassing. A camera can be a powerful tool for crowd control.

## Custodial Care

Check the building at the end of the day to ensure that all washrooms are clean and functioning. If you cannot keep up with the cleaning of the building, advise the district office.

During the strike, call in work requests for only extraordinary maintenance items that directly affect the health and safety of students and the security of the school. In particular, the following will be considered emergencies:

- **Plumbing** — plugged and overflowing toilets or sinks, burst pipes, backed-up septic tanks
- **Heating and ventilation** — loss of heat, rapid rise in temperature, fan noise, smell of gas, smell of heated rubber
- **Electrical** — faulty fire and intrusion alarms, power outages
- **Other** — broken windows, doors that will not secure, damaged/hazardous playground equipment, flooding, roof leaks.

Crisis response resources must be made available to respond to school needs on a priority basis. Each district should organize an emergency custodial team that will go to schools to perform custodial duties on an emergency basis. This is permissible for emergencies only and not for regular maintenance.

## Closing the School

If, in your judgement, a safe, supervised environment cannot be maintained in the school, consult with the superintendent. The superintendent will decide whether or not to close the school.

If the school is closed, the local radio station and newspapers will be informed. That information will also be placed on the recorded strike message.



## Strike-related Expenses

It may be necessary to order goods or services that are needed as a direct result of job action. The district will account for all expenses incurred to attempt to recover costs from the ministry of education when the district is denied funding for the days of the strike.

Mark purchase requisitions and receipts to show that the goods ordered are strike related, and the accounting department will code the orders accordingly. If items are bought from school accounts or from petty cash, retain the receipts, and the school will be reimbursed following the strike.

If necessary, accounts payable will issue cheques to principals and vice-principals in the event that a supplier requires immediate payment and the school does not have funds at its disposal. BCPSEA cannot guarantee that money will be added to your school allocations for these expenses.

## Maintenance of Order

In the unlikely event that assistance is required, principals are authorized by the *School Act* (section 191) to obtain assistance from the police. If practicable, the circumstances should be reviewed with the superintendent before calling.

## Picketing and Service Withdrawal

### Lawful Picketing

Once a lawful strike commences, employees who are on strike may picket at the following locations, in the following manner:

- a place where the employee performs work under the control or direction of the employer, if the work is a substantial part of the employer's operation, and the site or place is a site or place of the lawful strike (that is, schools, board offices, and other facilities that apply)
- near another site or place that the struck employer is using to perform work, supply goods, or furnish services for the employer's own benefit that except for the strike would be performed, supplied, or furnished at the site or place where picketing is permitted by the Code
- near the place where an ally performs work, supplies goods, or furnishes services for the benefit of the struck employer.

In situations where the struck employer shares facilities with another uninvolved employer, the LRB may limit picketing to reduce its impact on the uninvolved employer.

Unions may at any time, and in a manner that does not amount to picketing, communicate information to the public. Such communication may have the same effect as picketing.

All persons are entitled to cross any picket line, whether legal or illegal. Picketers are not entitled to physically prevent persons from crossing the picket line.

## Unlawful Picketing

The following are unlawful picketing activities:

- picketing that does not occur during the course of a legal strike or lockout, or that is inconsistent with an essential service order
- picketing that occurs at locations other than those permitted by the *Labour Relations Code*
- picketing that prevents individuals from gaining access to locations behind the picket line
- picketing or conduct by picketers that amounts to threats of physical harm or harm to property, and actual use of force or violence
- picketing on private property (the LRB may grant permission to picket within property lines if that is the only safe means of picketing a particular employer).

## Harassment

It is BCPSEA policy on employee harassment that, during the bargaining period, any district employee who engages in harassment actions that are deemed to be disciplinable will be disciplined. Discipline will only be applied after the appropriate district official has reviewed the case with the BCPSEA district liaison designated to deal with such matters. BCPSEA will centrally coordinate all discipline arising out of bargaining-related harassment tactics by striking employees.

This policy is based on the following:

- Leaving the matter to the local level would likely create a good district versus bad district” situation because similar cases may be treated differently.
- Local decision makers could more easily be subjected to pressure tactics by striking employees or their supporters in order to influence discipline-related decisions.
- The policy is less likely to undermine local relationships between a board and its management staff and the local union, when it is clear that all districts in a similar situation are making the same decision.
- The policy will reduce the number of potentially embarrassing, bad, or inconsistent decisions arising out of local misunderstandings of the law regarding what is disciplinable, and how the discipline is to be applied.

## Picket Line Protocol

The guidelines in this section are excerpted from a previous document published by the BC Principals' and Vice-Principals' Association, entitled *Guidelines for Managing Labour Disputes in the School System*. BCPSEA has reviewed the guidelines; they provide a helpful resource to all excluded staff.

### ***Response of principals and vice-principals to picketing***

With respect to picketing, it is important that principals and vice-principals understand the following:

- Picketers are legally permitted to carry signs and distribute information for the purposes of communicating the nature of their dispute, and to ask the public to honour their picket lines.
- Picketers are not legally permitted to verbally or physically threaten the public who do not honour their picket lines, or to obstruct in any way an entrance or exit so as to inhibit free passage to the school by the public.
- Pickets, by law, must remain on public property. However, the *Labour Relations Code* provides that petty trespass to land, to which a member of the public ordinarily has access, which arises out of strikes, lockouts, or picketing permitted under the Code, is not actionable.
- The police cannot be expected to take sides, and they will likely not intervene unless there is a clear and immediate threat of damage to persons or property.
- Picketers may be in a highly emotional state and may act completely out of character. Accordingly, principals and vice-principals should take extra care to avoid confrontation.
- Out of an abundance of caution, when crossing a picket line in a vehicle, principals and vice-principals should proceed slowly, and keep the car windows and doors locked. If they can only proceed by facing a risk of physical contact, they should not proceed.

### ***If prevented from crossing a picket line***

- withdraw and attempt to speak politely to the picketers or the picket captain, if in attendance, to explain the legal right to cross the picket line.
- if help is not forthcoming, withdraw and seek the assistance of the police, if in attendance.

- if help is not forthcoming from the police, withdraw and contact the superintendent by the nearest available telephone for instructions as to what to do.

***Principals and vice-principals should refrain from***

- becoming embroiled in discussions with the picketers or the public
- adopting a belligerent demeanour or attitude
- taking any action which may be construed as antagonistic, or which would precipitate or encourage any unlawful action
- trying to force passage through a picket line
- ignoring directions given by the police, firefighters, or other security forces
- crossing picket lines more frequently than is necessary to discharge individual duties
- responding to threats or taunts
- losing temper or retaliating if physically assaulted
- dawdling after crossing the picket line
- watching picket line activity unnecessarily from a window, entrance, or exit
- taking any action which may impede the re-establishment of normal relationships once the strike is over.

## Reporting Picket Line Activities

With respect to picketing, principals and vice-principals are responsible for the security of the school building. They should assume that situations involving illegal acts will be rare.

They can expect that the board will require them to report the following to the superintendent:

- general picket line conduct
- any problems experienced
- vehicles that have been unable to enter or leave the school property
- wording of placards, messages and pamphlets distributed
- conversations with picketers
- conversations overheard between picketers, or between picketers and other persons
- harassment of any individual
- all similar matters.

Principals and vice-principals should keep accurate notes of all incidents, because they may be called as witnesses to give evidence before a court or other tribunal.

## Service Withdrawal

### ***Policy on salary deduction for withdrawal of services strike action***

Districts will deduct salary from employees who withdraw services for part or full days or for study sessions; e.g., time spent gathering together but doing no work. A logical step in a provincial bargaining labour dispute is a rotational strike. The rotation could be by a cluster of districts, by district, or by individual schools in a district or districts. Districts will deduct salary from employees who engage in a rotational strike.

The rotational strike can be withdrawal of services for full day or part day, including the holding of “study sessions” by a union.

### **Employees on sick leave**

Employees who claim to be sick prior to the strike will need to provide the board with a doctor's certificate verifying that they are too ill to report to work if their illness continues into the strike period. Once the strike has commenced, bargaining unit employees who have withdrawn services are not entitled to claim sick leave. The LRB has addressed the question of whether employees working under an essential services order during a collective bargaining dispute are entitled to claim sick leave and other paid leave benefits such as compassionate leave. The LRB decided that unionized employees who are scheduled to work under an essential services order are entitled to claim the benefit of the paid leave provisions of the collective agreement.

### **Employees on leave**

Teachers from the district teaching elsewhere (exchange teachers) should not be affected unless they participate in job action in another school district.

Teachers on maternity leave or deferred salary leave plan should not be affected by the strike.

### **School closure**

A decision must be made as to whether or not the district's schools will remain open. Operation of schools must be consistent with essential service orders. Paramount to school closure decisions will be a consideration of student safety. The decision should be made well in advance of the actual date of service withdrawal to ensure that parents receive notification and can make appropriate arrangements for the care of their children during the labour dispute.

### **Management personnel**

In general, management personnel cannot be transferred from their normal worksite to a struck location unless part of an LRB essential service designation.

An employer cannot require principals or vice-principals to perform any of the duties of teachers who are on strike or lockout without the consent of the principals or vice-principals, unless as part of an LRB essential services designation. Because teachers will know that principals or vice-principals now have a choice, and because principals or vice-principals will still be working with the teachers after the strike, it is probable that at least some principals or vice-principals would refuse to perform teachers' duties for the sake of the local relationship with the staff.

### **Safe arrival programs**

Some districts have safe arrival programs to ensure student safety when arriving at school. Parents should be advised by letter that the safe arrival program may not be operational during a partial withdrawal of services and of any contingency plans.

### **Children showing up during a school closure**

Children who go to school during a closure will have been sent to the school for the following reasons:

- their parents are opposed to school strikes and will demand that their children be educated regardless of the actions of the striking employees
- some children will simply be dropped off at school by their parents.

Principals and vice-principals should contact parents during the day to let them know that children will not be able to gain access to the building on subsequent days.

### ***Volunteer staff***

During a partial withdrawal of services (as opposed to a complete school closure), parents and other volunteers may not be appropriate substitutes for striking employees for the following reasons:

- people do not realize how difficult it is to handle 25–35 students for a full day, day after day
- adults are not placed with children until they have been interviewed and have undergone reference checks
- the quality of education offered to these children will be well below standard
- the board of education will be exposing itself to unwarranted legal liability if children are injured in any way while being supervised by unqualified personnel
- use of volunteers in greater numbers than were used prior to the strike or to do the work of striking employees may constitute a violation of section 68 of the Code.



## Appendix

### Sample Letters

The following sample letters and memos are provided for illustrative purposes. Any correspondence must be consistent with local board policy and essential service designations in effect during the particular labour dispute.

#### ***Strike vote – if no essential service order has been issued***

Dear Parents:

I regret to inform you that the union representing <> staff in School District No. <> (<>) has held a legal strike vote. The union is now in a position to serve 72-hour strike notice on the school district.

It is our sincere hope that contract negotiations will be speedily concluded. The employers' bargaining committee is working to bring resolution to this dispute as quickly as possible.

As more information becomes available we will do our utmost to keep you informed. The <> union has 90 days under this strike vote to take strike action. If 72 hour strike notice is served we will inform you of the plans in our schools to cope with the effects of the strike action. We will do all we can to cooperate with you to ensure that your children will be safe.

***Strike vote – if an essential service order has been issued***

Dear Parents:

I regret to inform you that the union representing <> staff in School District No. <> (<>) has held a legal strike vote. The union is now in a position to serve 72-hour strike notice on the school district.

It is our sincere hope that contract negotiations will be speedily concluded. The employers' bargaining committee is working to bring resolution to this dispute as quickly as possible.

You should be aware that the <> collective agreement states, "All employees covered under this agreement will have the right to refuse to cross or work behind a picket line."

Should a strike situation occur, our schools will remain open. The Labour Relations Board made an essential service designation that will effect the normal operation of our schools. In light of this designation, the following changes are contemplated: (details)

We will do all that we can to cooperate with you to ensure that your children will be safe. If 72-hour strike notice is served, we will inform you of the plans in our schools to cope with the effects of strike action.

As more information becomes available, we will do our utmost to keep you informed.

Sincerely,

< >, Chair

Board of Education

***Study session (special needs parents)***

Dear Parents:

The union local has notified the school district that they will hold a "study session" from (time), (date).

During this time, teacher assistants and child care workers will not be available to assist students. The Board believes that the school will not be able to provide for the special needs of your child in an adequately supervised environment. Therefore, we request that you not send your child to school tomorrow, (date). The Board regrets the inconvenience this may cause you.

The <> union local has stated they will give (time) notice if there is to be a strike.

Thank you for your cooperation. The Board will continue to do its utmost to keep you informed.

Yours sincerely,

Superintendent of Schools

### ***72-hour strike notice – if no essential services order has been issued***

Dear Parents:

I regret to inform you that the union representing <> staff in School District No. <> (< >) has served 72-hour strike notice to the school district. This means that after (date), staff will be in a position to engage in strike activity. [ fill in information about the type of strike activity that is planned if you know it.]

Although 72-hour notice has been given, we do not know if, in fact, there will be a strike. We do know, however, that you will be concerned and will want to make plans for the safety of your children. We share your concerns and will do everything we can to cooperate with you to ensure that your children will be safe.

[Board chair, <>, informed you in a letter dated (date) that the <> collective agreement states, "All employees covered under this agreement will have the right to refuse to cross or work behind a picket line."]

#### **School opening**

The schools will be open. The principal and (where applicable) vice-principal will be available to ensure your child's safety, and will supervise activities for your children.

#### **Safe arrival program**

The safe arrival program must be suspended. That is, if your children do not arrive at school in the morning, you will not receive a telephone call home. The school expects to receive a telephone call from you to say that your children will not attend. Attendance will be taken in the morning, after recess, and after lunch. If your children are at school in the morning but missing after recess or lunch, your home will be phoned unless we have received a written note from you excusing your children.

### **Transportation**

In the event of a strike, bus service will not be available.

The district will try to ensure that if a bus is there to pick up children in the morning, the children will receive transportation home in the afternoon. If by some chance your school bus does run in the morning but not in the afternoon, then you will be notified to come to the school to pick up your children, or if that is not possible, your children will be transported by supervisory personnel.

### **Crosswalk guards**

Crosswalk guards will not be available to assist students. You may wish to make arrangements for the safety of your children to and from school.

### **Crossing picket lines**

You may be apprehensive of your children crossing picket lines on their own. Please feel free to bring your children to school and escort them across the line.

### **Volunteers**

It is the district's position that volunteers from the community will not be used to keep the schools open.

### **For further information**

In the event of increased or changed strike activity, including a full strike, further information will be provided through the local radio station and newspapers. Your school principal will also be able to give you information. Daily information will be provided through a taped telephone message. Please call <tel #>.

Thank you for your understanding. We want to assure you that the Board is determined to continue negotiations to search for areas of cooperation and compromise, and to resolve this dispute fairly and quickly. In the meantime, we will endeavour to keep you informed of developments.

Yours sincerely,

Superintendent of Schools

## ***72-hour strike notice – if an essential services order has been issued***

Dear Parents:

I regret to inform you that the union representing <> staff in School District No. <> (< >) has served 72-hour strike notice to the school district. This means that after (date), staff will be in a position to engage in strike activity. [ fill in information about the type of strike activity that is planned if you know it.]

Although 72-hour notice has been given, we do not know if, in fact, there will be a strike. We do know, however, that you will be concerned and will want to make plans for the safety of your children. We share your concerns and will do everything we can to cooperate with you to ensure that your children will be safe.

[Board chair, <>, informed you in a letter dated (date) that the <> collective agreement states, "All employees covered under this agreement will have the right to refuse to cross or work behind a picket line."]

On (date) the Labour Relations Board designated the following services as essential:

*insert*

Consistent with the LRB order, the district will adopt the following procedures:

### **School opening**

The schools will be open. The principal and (where applicable) vice-principal will be available to ensure your child's safety, and will supervise activities for your children.

### **Safe arrival program**

The safe arrival program must be suspended. That is, if your children do not arrive at school in the morning, you will not receive a telephone call home. The school expects to receive a telephone call from you to say that your children will not attend. Attendance will be taken in the morning, after recess, and after lunch. If your children are at school in the morning but missing after recess or lunch, your home will be phoned unless we have received a written note from you excusing your children.

### **Transportation**

In the event of a strike, bus service will not be available.

The district will try to ensure that if a bus is there to pick up children in the morning, the children will receive transportation home in the afternoon. If by some chance your school bus does run in the morning but not in the afternoon, then you will be notified to come to the school to pick up your children, or if that is not possible, your children will be transported by supervisory personnel.

### **Crosswalk guards**

Crosswalk guards will not be available to assist students. You may wish to make arrangements for the safety of your children to and from school.

### **Crossing picket lines**

You may be apprehensive of your children crossing picket lines on their own. Please feel free to bring your children to school and escort them across the line.

### **Volunteers**

It is the district's position that volunteers from the community will not be used to keep the schools open.

### **For further information**

In the event of job action or a full strike, further information will be provided through the local radio station and newspapers. Your school principal will also be able to give you information. Daily information will be provided through a taped telephone message. Please call <tel #>.

Thank you for your understanding. We want to assure you that the Board is determined to continue negotiations to search for areas of cooperation and compromise, and to resolve this dispute fairly and quickly. In the meantime, we will endeavour to keep you informed of developments.

Yours sincerely,

Superintendent of Schools

### ***Strike (special needs parents)***

Dear Parents:

The <> union has informed the school district that they will strike the schools tomorrow, (date).

The <> union has informed the district that it “will be encouraging all employees to honour the picket line.” Teacher assistants and child care workers will not be available to assist students.

The Board believes, therefore, that the school will not be able to provide for the special needs of your child in an adequately supervised environment. Therefore, we request that you not send your child to school for the duration of the strike.

Further information will be provided to the local radio stations, CKNW, CKWX, CBC, and local newspapers. Your school principal will also be able to give you information. Daily information will be provided through a taped telephone message. Please call <tel #>.

The Board regrets the inconvenience this may cause you.

Thank you for your cooperation. We will continue to do our utmost to keep you informed.

Yours sincerely,

< >, Chair

Board of Education



### ***Day before a strike***

Dear Parents:

I deeply regret to inform you that the < > union has served notice to the school district that they will strike the schools tomorrow. It is the sincere hope of the Board of School Trustees that labour negotiations will be concluded quickly, and that normal school operations will resume as quickly as possible. In the meantime, we will do our utmost to keep you informed.

This letter is to inform you of the procedures that the district intends to follow during the strike.

### **Services designated as essential**

*insert*

### **School opening**

The schools will be open but there will be no instruction. The school principal and vice-principal will supervise activities for your children. Students will be allowed to study quietly on their own.

No extra school days will be scheduled through holiday periods to replace any days missed.

### **Safe arrival program**

The safe arrival program must be suspended. That is, if your children do not arrive at school in the morning, you will not receive a telephone call home. The school expects to receive a telephone call from you to say that your children will not attend. Attendance will be taken in the morning, after recess, and after lunch. If your children are at school in the morning but missing after recess or lunch, your home will be phoned unless we have received a written note from you excusing your children.

### **Transportation**

If you have children who ride the bus to school, you should determine if the buses are operating before you send your children off in the morning, or you should make arrangements for your children to go to a safe house if they are not picked up. We will attempt to provide information to you on the local radio station and through a taped telephone message.

The district will try to ensure that if a bus is there to pick children up in the morning, the children will receive transportation home in the afternoon. If by some chance the bus does run in the morning but not in the afternoon, then you will be notified to come and pick up your children, or if that is not possible, your children will be transported by supervisory personnel.

### **Crossing picket lines**

You may be apprehensive of your children crossing picket lines on their own. Please feel free to bring your children to school and escort them across the line. The school principal will ensure that bus students cross safely.

### **Volunteers**

It is the district's position that volunteers from the community should not be used to keep the schools open. If necessary, and in cooperation with the union, the district has plans to hire auxiliary personnel to supervise students.

### **For further information**

During the job action or full strike, further information will be provided through the local radio station and newspapers. Your school principal will also be able to give you information. Daily information will also be provided through a taped telephone message. Please call <tel #>.

Thank you for your patience. We know that you share with us the desire to return to normal operations as quickly as possible so we can provide the fine quality of education to our students that we have all come to expect in School District No. < > (< >).

Yours sincerely,

Board Chair or Superintendent of Schools

### ***Day before a half-day study session***

Dear Parents:

I regret to inform you that the < > union has served notice to the school district that they will be conducting a half-day study session tomorrow. The buses will be running, and the schools will be open, but there will be no instruction for any part of the day. The school principal and vice-principal will supervise activities for your children after the teachers leave the building. Students will be allowed to study quietly on their own.

The safe arrival program must be suspended. That is, if your children do not arrive at school in the morning, you will not receive a telephone call home. The school expects to receive a telephone call from you to say that your children will not attend. Attendance will be taken in the morning, after recess, and after lunch. If your children are at school in the morning, but missing after recess or lunch, your home will be phoned unless we have received a written note from you excusing your children.

It is the sincere hope of the Board of Education that labour negotiations will be concluded quickly, and that normal school operations will resume as soon as possible. In the meantime, we will do our utmost to keep you informed.

Yours sincerely,

Board Chair or Superintendent of Schools

***Staff memo (day before a half-day study session)***

Date: (eve of study session)

To: All Staff

From: Board of Education, School District No. <> (<>)

Re: Study Session

The < > union has served notice that a half-day study session will be conducted tomorrow. We regret that the union has decided to escalate job action.

The employers' bargaining committee is working to bring resolution to this dispute as soon as possible.

Principals have been directed to keep schools open all day. We believe that this is in the best interests of students, particularly those whose parents find it necessary to rely upon the schools to provide care for children during school hours. To minimize the confusion that this action will cause, we are sending a letter home to inform parents that tomorrow the buses will run and schools will be open, but apart from supervised individual study, no instruction will be offered during the study session. The principal and vice-principal, teachers' assistants, and other non-teaching staff, such as noon supervisors, will take care of students after teachers leave the building.

### ***Teacher memo (day before a strike)***

Date: (eve of strike)

To: All Staff

From: Board of Education, School District No. <> (< >)

Re: Strike Preparations

The Board regrets that we have been served with 24-hour strike notice by the < > union. We wish to assure you that the employers' bargaining committee is working to bring resolution to this dispute as soon as possible. Our desire is to serve the needs of our students, our staff, and our community within the limits imposed on us. We are determined to find the areas of compromise and cooperation that will allow for settlement of the contract.

In the meantime, we must take emergency measures to cope with the effects of strike action.

It is, therefore, necessary to ask the following:

- Please take all personal property home (this includes any perishables in the staff room refrigerator).
- You may have plants or animals in your classroom. In the event of a withdrawal of services, it is unlikely that they can be adequately cared for. Please take them home yourself, or arrange for them to be taken home by your students.
- Please turn off gas and water in the science labs, and shut down all machinery.
- You may also wish to voluntarily turn in your school keys.

As always, students' safety is of paramount concern. We have prepared information letters for you to distribute to students at the close of the school day. These letters explain to parents the procedures that management intends to follow during the course of the strike. If you enrol special needs students, please ensure that their parents are aware of the special arrangements for their children.

You will have received information from the < > union about picket line protocol and other conventions usually observed during strikes. It is expected that students who come to school, and any staff wishing to report for work, will be allowed safe passage through the picket line.

It is our belief that continued negotiation and compromise by the parties involved will lead to settlement of this strike. In the meantime, we are planning for reopening the schools and for building public confidence in the system. We know that the dedication and excellence of our teachers will help us restore that confidence.

Thank you for your cooperation.

## Strike Plan Checklist

Principals, or designates, should do the following in developing a strike plan including the incorporation of essential service orders:

- Review entrances** to schools and buildings. Determine in advance which doors and gates will be used. As a general rule, the number of entrances should be limited. Facilitate the changing of door locks as required.
- Review night lighting for each building.** Leaving the lights on all night will increase the cost of electricity, but may prevent expensive vandalism.
- Develop a system to make sure all doors and windows are locked** at the end of the work day. Making one person responsible is the simplest method.
- Consider additional night security** and advise the district's superintendent of schools if you believe there is a need to pay an individual to spend the night at the school.
- Determine in advance whether strikers will be allowed to enter school grounds** or buildings to get a drink of water, use rest rooms, and so on. Most labour relations and security experts **strongly recommend that strikers not be allowed on school property.**
- Prepare a system for identifying personnel** authorized to enter school property.
- Provide security for files and records.** Unattended offices should be locked.
- Provide for security of private automobiles** of non-strikers.
- Arrange for a centralized, specially keyed storage area** at the school site for audiovisual equipment, and instructional supplies.
- Develop a plan for key control.** Make sure you have a duplicate set of keys for each classroom. When a strike is called, require that all staff turn in their keys.
- Develop a traffic control plan.** Determine in advance where buses will unload in the event schools remain open.

- Become familiar with all building operations.** Learn the location of all utility shut-offs. As part of the plan, make a map that has simple directions for checking utilities, and turning them on and off. Attach the map to your strike plan. Include the following in the map:
  - gas
  - electricity
  - water
  - sprinkler
  - furnace
  - main valves for each building
  - key or wrench to operate valve
  - fire alarm switches
  
- Establish a communication system** for your school. Use the local district strike management committee's samples of letters to be sent home to parents. Maintain a directory of all key telephone numbers, including the following:
  - police
  - fire
  - school board office
  - local strike management committee
  
- Remove pets and perishable goods** from the building.



## In the Event of a Strike Involving Full Service Withdrawal

In the event of a strike that will involve full service withdrawal, principals and vice-principals should do the following:

- send parents the letter regarding the strike which will be supplied by district management or the local strike management committee
- have students clean up their personal areas (lockers, desks, and cubby-holes)
- request that teachers take home personal property and shut down their areas
- request that support staff shut down their areas
- collect outside keys from employees
- call noon supervisors and crossing guards
- go over building security arrangements with custodians
- review emergency procedures (fire drill, bomb threats)
- secure all rooms, doors, computers, and areas not in use, and prepare entry signs and directions.

## Principal's Daily Report

This report contains all the daily information required by the school district. It is anticipated that this form will be completed at the conclusion of each day.

### Daily Report (evening)

1. Today's date: \_\_\_\_\_ Time of report: \_\_\_\_\_

2. Attendance total in morning: \_\_\_\_\_

Attendance total in afternoon: \_\_\_\_\_

3. Number of teaching staff reporting to work: \_\_\_\_\_ out of \_\_\_\_\_

4. Number of support union staff reporting to work: \_\_\_\_\_ out of \_\_\_\_\_

5. Picket line present: Y/N a.m. \_\_\_\_\_ p.m. \_\_\_\_\_

Number of pickets: a.m. \_\_\_\_\_ p.m. \_\_\_\_\_

6. Briefly describe any incidents as a result of the strike/pickets and action taken.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Safety, transportation, community use, and custodial concerns.

Striking staff reporting for work: \_\_\_\_\_

Names: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Non-striking staff reporting for work: \_\_\_\_\_

Names: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The same information should be collected in all district facilities, including administration, maintenance facilities, and alternate education programs.