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FILE NO. 2195-013

October 26, 2011

**VIA FACSIMILE**

Labour Relations Board  
Suite 600, Oceanic Plaza  
1066 West Hastings Street  
Vancouver, BC V6E 3X1

**Attention: Mr. Michael Fleminig  
Associate Chair, Adjudication**

Dear Sirs/Mesdames:

**Re: British Columbia Public School Employers' Association -and- British Columbia  
Teachers' Federation  
(Application to Vary Essential Services Order, BCLRB No. B132/2011)**

We are counsel for British Columbia Public School Employers' Association ("BCPSEA") and hereby make application for declarations and orders to vary the Board's Order in BCLRB No. B132/2011 (the "Order"). This application is made pursuant to sections 143, 133, 134, 72, 2 and the jurisdiction reserved by the Board in B132/2011.

**Variance Requested**

BCPSEA seeks the following variance to the Order.

1. That the Order be varied so as to require British Columbia Teachers Federation ("BCTF") members to prepare and distribute report cards and perform all activities related thereto;
2. That the Order be varied to require the BCTF, upon notice from BCPSEA, to reimburse each School District monthly in an amount equal to 15% of the total gross salaries and benefit costs paid to or on behalf of BCTF members by the School District for that month. BCPSEA will provide notice to BCTF each month that it requires reimbursement and will provide BCTF with the total amount to be reimbursed to each School District.

**Submission**

***Obligation to Prepare and Distribute Report Cards***

1. It is the submission of BCPSEA that in light of the circumstances that have now transpired, the preparation and distribution of report cards has become essential to



prevent the immediate and serious disruption to the provision of educational programs and/or immediate and serious danger to welfare within the meaning of section 72 of the Code.

2. This is the first strike that has been implemented by the BCTF at the commencement of a school year. The parties had no experience with the operation of previous essential services Orders in circumstances where a withdrawal of activities began at the commencement of classes and continued through the fall.
3. When B132/2011 was issued, there was no immediate threat to educational programs or public welfare related to report cards. While the Order restricted assessment and evaluation information from being distributed to administrators, BCPSEA believed that the Order contained sufficient flexibility for teachers to provide parents with ongoing feedback so that they would be aware of the progress, or lack of progress, of their children. It is a critical component of the successful delivery of educational programs that parents (or guardians) be aware of the performance of their child so that they can provide support to ensure that deficiencies are addressed. Parents need to know if their child is progressing satisfactorily before it becomes too late to address concerns, with potential immediate and serious disruption to student educational programs or immediate and serious danger to the welfare of students at critical junctures in their educational advancement.
4. It has now become apparent that sufficient feedback has not occurred and/or will not occur to the extent necessary to ensure that the successful education and welfare of students is not put at serious risk. The BCTF has instructed its members to fully implement a withdrawal of Phase 1 duties (see BCTF's attached "Phase 1 Job Action Plan"). Additionally, recent memos and directions from BCTF and local teacher associations are instructing teachers to limit the nature and sufficiency of information that is provided to parents and administrators regarding student progress, including advising them not to mark provincial exams<sup>1</sup> (see attached recent materials from BCTF and local unions).
5. The Order requires teachers to engage in regular assessment, evaluation and marking. BCPSEA presumes that teachers have fulfilled this obligation (with the exception of the recent above-noted refusals with respect to marking provincial exams). The Order, however, permits teachers to refuse to provide any student assessment data to administrators (with the exception of Grade 12 marks required for graduation, post-secondary applications and scholarship purposes) or to prepare or distribute report cards, and the BCTF has instructed teachers to refuse.

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<sup>1</sup> It is BCPSEA's position that the Order expressly requires that teachers continue all marking activities for obvious reasons. BCPSEA is gathering further information on this issue and reserves the right to raise the matter with the Board as necessary.



6. The withdrawal of those activities might not have been a serious concern had evaluation feedback occurred on an ongoing basis since the commencement of the school year or if teachers were not being advised to limit the nature and sufficiency of the information they are to provide to parents and administrators. Had that occurred the provision of an actual report card may not have been a significant issue. However, it is a significant issue now. It is not appropriate to rely on the initiative of a parent or an individual teacher to ensure that information regarding a student's performance or lack of performance is transmitted, particularly in the context of job action commencing at the beginning of the school year before parents have had an opportunity to meet and be briefed by teachers in the ordinary manner. It is essential to the education and welfare of a student that there be certainty that such information is provided.
7. The provision of summative assessment and evaluation information including marks is essential to the educational program. A student's complete record as demonstrated by grades, effort, absences, late arrivals and general comments of the teachers provide a comprehensive profile which educators and administrators use to determine if a student requires academic or other interventions. It is essential that parents and students receive this information, so that parents can intervene and support any remedial action that may be required and students can adjust their efforts if necessary. It is essential that administrators, who review report cards or oversee such a process, have this information to help determine if a child is at risk. It becomes critical when, as here, there has not been regular communication from teachers to parents and administrators since the beginning of the school year and there will not be such communication in the foreseeable future.
8. Evaluation data is also essential to the administration of the public school program. On an individual student level, evaluation data provides the information necessary to determine whether a student will progress to the next grade, or, in the case of high schools operating on a semester system, progress to the next term. Students cannot move from one grade or semester to another unless they know, and the system knows, that they have successfully completed their course work. On a "systems" level, aggregate student progress data is utilized to allocate or re-allocate staffing support, specific programs or specialist teams.
9. The point has come in this protracted dispute to revisit the issue of the preparation and distribution of report cards. Given the manner in which the BCTF has prosecuted its Phase 1 job action, and lack of any predictable or systematic evaluation information being provided to students, parents, administrators or the school system, it is essential to the provision of educational programs and to the protection of student welfare that report cards be prepared and issued.
10. Accordingly, BCPSEA requests a variation of the Order to require BCTF members to prepare and distribute report cards and perform all activities related thereto.



### ***Reimbursement of Salary and Benefit Costs***

11. An essential services strike is, by definition, a controlled strike. It is controlled to ensure that the public interest is protected while, at the same time, preserving to the extent possible the dynamic of collective bargaining that will foster the early conclusion of a collective agreement. As Paul Weiler put it, in *Reconcilable Differences*:

This legal device performs not only its manifest function of protecting public safety in the community, but also the latent function of protecting the collective bargaining process as well.

12. The structure of an essential services order, and the obligations imposed on both parties to the dispute must take into consideration the work performed and the nature of the workplace and requires a sophisticated and carefully fine-tuned approach responsive to the nature of the essential service in question and responsive to the nature of the dispute.
13. The *Labour Relations Code* does not preclude strikes in essential services, but rather empowers the Board to regulate or control the dispute in a way that will protect the public interest but, at the same time, replicate, to the extent possible, the economic pressure that would otherwise be experienced by the parties if there was an unrestricted right to strike.
14. It is incumbent on the Board to ensure that, in permitting strike activity in an essential service, the collective bargaining dynamic is preserved and not tilted to favour either the employer of the union.
15. This obligation is reflected in Section 2 of the *Code*:
  - (c) encourages the practice and procedures of collective bargaining between employers and trade unions as the freely chosen representatives of employees,
  - (e) promotes conditions favourable to the orderly, constructive and expeditious settlement of disputes,
  - (f) minimizes the effects of labour disputes on persons who are not involved in those disputes,
  - (g) ensures that the public interest is protected during labour disputes, and
16. The Board has very broad discretion in making essential services orders, to impose conditions that will ensure that economic pressure is felt by both parties. In *Beacon Hill Lodge and BCNU and HEU*, BCLRB No. 1/86, the Board held that it would direct HEU to perform essential services but only if the employer did not engage replacement nurses



during a BCNU strike. The employer challenged the Board's jurisdiction to impose that condition, as the *Code* did not, at that time, preclude the use of replacement workers. In explaining the role of the Board in essential services disputes, the panel held:

On the one hand, the Board must designate those services performed by the striking union members which are essential to the life, health or safety of the public. On the other hand, the Board designates the manner in which the facility, production or services is to be run or maintained with a view to preserving the maximum disruption to the employer's operation while putting out of work the maximum number of union members. By maximizing the amount of economic pressure on both sides, the Board places the greatest degree of economic pressure possible on the parties to conclude a collective agreement and thus end the collective bargaining dispute.

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This direction to the Board includes having regard to the purpose of developing effective industrial relations in the interest of, among other things, the well-being of the public, and specifically includes the direction that the Board is to have regard to the purpose and object of "promoting conditions favourable to the orderly and constructive settlement of disputes between employers and employees or their freely chosen trade unions". Thus, the Board, as it did in the Vancouver General Hospital dispute in 1976, and as did the original panel in the instant dispute in connection with the Beacon Hill Lodge, is entitled to protect the public interest by taking such steps necessary to shorten the duration of a labour dispute by proceeding in a manner which places maximum economic pressure on the employees and the employer so that both parties will seek ways of concluding the labour dispute thus minimizing the negative impact the dispute necessarily has on the public interest.

17. This decision was upheld on judicial review, and ultimately by the BC Court of Appeal where the Court held that the Board had broad authority to impose conditions to achieve the objectives of the *Code*, even if the conditions interfered with a party's legal rights ([1987] B.C.J. No. 713):

In my opinion the Board, in making an order under s. 73(1)(b) has, by implication, the power to attach any condition which is required to achieve the purpose of the section and, in any event, has the express power under s. 28(2) or s. 29(1) to attach such a condition.

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It is clear that it is not an unfair labour practice for an employer to hire paid replacement workers during a strike or lockout, so long as they are not professional strike breakers. It appears to be lawful for an employer to hire such persons. But it does not follow that the Board is without power to attach a condition just because it involves the suspension of an otherwise lawful activity. Conditions are imposed not to determine legal rights, but to achieve an authorized objective. Many valid conditions involve the temporary suspension of otherwise legal rights.

18. The objective of preserving economic pressure in an essential services dispute was enunciated again in *Chantelle Management Ltd et al and BCGEU et al*, BCLRB No. B345/93:



Finally, Section 133(1)(a) permits the Board to order a "person to do anything for the purpose of complying with the Code". The Court of Appeal in *Beacon Hill* concluded that the Board's discretion to determine what orders, terms or conditions are necessary to ensure the objects of Section 72 are met is limited only by a requirement that a rational connection exist between the objects of the Code and the condition imposed.

The rational connection between compelling managers to work and limiting the length of the work stoppage is obvious. As discussed in *Beacon Hill*, supra, pressure on both parties is a critical element to the resolution of any labour dispute; it is particularly important that the Board preserve that pressure in a "controlled strike". If management's resources are not stretched, there will be less pressure on the employer to seek innovative solutions to outstanding issues. Equally important, as the number of managers that are scheduled to work decreases, the number of striking employees required to work increases. Obviously, if the majority of employees continue to receive full compensation, they have little incentive to make the necessary compromises to achieve a collective agreement.

19. The Board's Order must achieve a 'perceived balance'. As stated in *Health Employers Association of BC*, BCLRB No. B78/99:

... within the context of the parties' conflicting labour relations objectives, the order has achieved a perceived balance — and it is recognized as "foster[ing] meaningful collective bargaining with a view to enabling the parties to achieve a realistic collective agreement while at the same time minimizing harm on the public".

20. The Board has recognized the unique features of a strike in the public school sector, including the unique nature of the work and the workplace by acknowledging that the Union will implement and perhaps escalate its strike action through phases. In doing so, the Board's Orders have listed activities that BCTF members need not continue during the particular phase of job action. The current Order set out in B132/2011 dealing with Phase 1 job action reflects the fact that all BCTF members perform an amalgam of duties, not all of which are essential. Thus, the Order permits the BCTF to implement strike action by having all of its members refuse to perform the activities listed in the Order.
21. The parties have engaged in almost 50 days of bargaining. None of the issues, save for a few housekeeping matters have been resolved. The cost of the BCTF's proposals is estimated at \$2.14 billion or 75% of the total payroll. This dispute has the potential of dragging on unless balance is restored to the bargaining dynamic.
22. As this Phase of the job action continues, the current Order has the effect of distorting the collective bargaining dynamic. Teachers have withdrawn from services yet continue to receive their full salary and benefits. BCTF members have engaged in strike action, to apply pressure on the employer, yet suffer no reduction in their salary. The present Order has not achieved a perceived or actual balance, and has failed to foster





meaningful collective bargaining with a view to enabling the parties to achieve a realistic collective agreement

23. If work was organized differently, with non-essential duties being performed by certain BCTF members and essential duties performed by others, then the pressure of a controlled essential services strike would be felt on both parties. Those BCTF members who perform only non-essential duties would withdraw their services and would not be paid, while BCTF members who perform only essential duties would continue working at their regular salary.
24. That has been the nature of essential services disputes involving different parties, where the designation of essential services resulted in an economic impact on the union.
25. For example, in *BC Hydro v. OTEU, Local 378*, BCLRB No. 9/78, the union engaged in selective job action that maintained essential services. Those employees who provided essential services continued to work while those who did not withdrew their services. The union levied an assessment against all of its members who performed essential services so that it could compensate those members who withdrew their non-essential services:

But that strategy, itself generated this further problem. It would be quite unfair to the people in the key operations in the unit, those who were singled out by the Union for a withdrawal of their services, to lose all of their earnings in the effort to secure a new contract beneficial to the entire unit. Thus, the Union had to adopt a plan to distribute the burden of this collective effort more equal across the bargaining unit. Those employees who actually ceased work were to be paid 70% of their regular earnings (i.e. they would lose 30% of their normal pay in recognition of the fact that they were not working). The remainder of the unit, those who continued to work and to draw their salary, were asked to contribute 10% of their earnings, i.e. to devote one day's pay out of ten to the cause. In turn, these contributions would generate the funds necessary to reimburse those key employees who withdrew their services for 70% of their lost earnings

26. The same was true in *Vancouver General Hospital v. HEU, Local 180*, BCLRB No. 31/78. The union levied an assessment on its members who continued to provide essential services to redistribute income (strike pay) to those of its members who withdrew non-essential services:

What were the relevant equities which the Union did not consider? The first was the disparity in the treatment of the other non-striking segments of the Union in other hospitals in the province. As we said earlier in this decision, the HEU and HLRA negotiations were directed at a single, master wage settlement and agreement to cover all of the acute care hospitals in the province. The HEU called for province-wide strike action. The Union's strategy was to take its strike votes, to give strike notices, and to initiate strike action step by step, hospital by hospital; gradually escalating the pressure on the hospitals, and on the provincial government which ultimately would have to pay for the settlement. For that reason, it appeared sensible and fair to the Provincial Executive



to levy a strike assessment of all of the unit members in hospitals who did not have to go on strike. That decision was made on May 3rd. The amount of the assessment was one day's pay for all non-striking employees. Then, on May 5th, the VGH Unit Executive decided on the special assessment for the designated workers. It is the comparison between these two dramatically different kinds of assessment which has most aggrieved these complainants

27. Essential service orders in the health sector are structured differently than in the public school sector. In health, services are designated essential and it is the responsibility of the union to schedule employees to perform that work. The Union then reports to the employer as to which of its members are working, for payroll purposes. The union is responsible for managing the controlled strike by determining who works and who does not. It can allocate and share available essential work amongst its members, and can choose to supplement income of those who are not working through strike pay. It is the union that is responsible for its management of the essential services strike and for dealing with the internal allocation of resources within its membership.
28. While the structure of the current Order is different, the role of the BCTF is essentially the same. The BCTF is responsible for prosecuting its strike action. It applied to the Board for the designation of essential services and obtained a decision permitting its members to not perform certain activities. The Order is permissive with respect to non-essential duties that BCTF members "need not" perform. The Union has the ability within the Order to have its members perform non-essential activities, or not. It is the Union, and not the employers, that can regulate the strike by determining whether non-essential duties are performed. Here, the BCTF expressly directed all of its members to withdraw all duties permissibly withdrawn under the Phase 1 order (see attached BCTF Phase 1 Job Action Plan).
29. The Order as currently drafted, allows the BCTF to prosecute Phase 1 job action without imposing any financial consequence on the Union, or its members. This has resulted in an imbalance in the controlled strike environment, recognized by the Board in BCLRB No. B161/2011:

As it now stands [referring to current Phase 1 BCTF strike activity] 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.
30. The variance requested by BCPSEA would correct that imbalance.
31. In the absence of any information to the contrary from the BCTF, it can be assumed for the purpose of the essential services Order that all BCTF members are engaged in Phase 1 strike activities consistent with the BCTF's direction. Several senior educators estimate that on an aggregate basis, the activities that have been withdrawn account for





between 15 and 20% of the work normally performed by a teacher. Reference to BCTF's own work descriptions for purposes of assessing teacher workload results in estimates closer to 23%. BCPSEA's proposed valuation at 15% is, in our submission, both reasonable and conservative in the circumstances.

32. The fact that it would be difficult to determine the actual time that would have been spent by each teacher in performing non-essential duties, does not mean that the Board should not determine the extent to which the employers are incurring a loss of service. It is well established at common law that where it is difficult to quantify a loss or damages, "...it is not only permissible but necessary for the trial judge to do the best he can": *British Columbia Hydro and Power Authority v. Marathon Realty Co.* [1992] BCJ No. 514 (BCCA).
33. In these circumstances, it is the submission of BCPSEA that the appropriate variation to the essential services Order, that would provide a measure of balance of pressure in this controlled strike, is an Order that the BCTF reimburse the employers (School Districts) monthly in an amount equal to 15% of the total salary and cost of benefits paid to or on behalf of BCTF members for that month, when required to do so by BCPSEA. BCPSEA would provide notice to BCTF each month that it requires reimbursement and will provide BCTF with the total amount to be reimbursed to each School District
34. BCTF, which is the party responsible for implementing and prosecuting its Phase 1 job action, can determine how it wishes to deal with the salary paid to its members. It can determine whether it wishes to assess its members to offset the reimbursed amount. In that event, members would net out a reduced salary reflecting their withdrawal of services.
35. If BCTF decided not to assess its members, then the reimbursement amount contributed by the BCTF towards total salary would be, in essence, strike pay for its members. The BCTF, by determining the amount of the assessment (if any) and who to assess, could decide the extent to which it will provide financial support to striking members. Those decisions are entirely within the control of the BCTF. It determines the extent to which Phase 1 non-essential duties are performed or not, and it can determine whether striking members will receive full salary or not.
36. In the same way, the Order would be varied to reflect the cost associated with the maintenance of benefits. Section 62 of the *Code* provides that benefits must be continued during a lawful strike if the union tenders payment to the employer of the total amount required to maintain benefits. The variance sought by BCPSEA in this case takes a more measured approach. BCPSEA does not seek an Order requiring the BCTF to provide payment for the total cost of benefit premiums during the Phase 1 strike, but rather that proportion of the benefit cost reflective of the job action. By seeking reimbursement of 15%, the BCTF would be paying a proportionate share of the benefit premium cost associated with the current Phase of the job action.



37. Finally, BCPSEA requests that whether or when reimbursement of salary and benefit costs might be required of the BCTF, be left to the employers. This submission is related somewhat to the issue of report cards.

38. We have previously submitted that the preparation and distribution of report cards has become essential to the provision of educational programs, and we do not repeat those submissions here. If the Board rejected this aspect of the variance application; and concluded that the preparation and distribution of report cards was not essential at this time, it would remain open to BCTF members to perform this activity.

39. The current essential service Order does not require, but rather permits, BCTF members to refuse to perform this activity. If the BCTF elected to direct its members to prepare and issue report cards, then BCPSEA might well not seek reimbursement of a percentage of salary and benefit costs. In other words, the extent to which the BCTF chooses to implement its Phase 1 job action would be a relevant consideration for the employers as to whether to seek reimbursement. Just as the BCTF could modify the extent of the Phase 1 job action, the employers could respond by implementing (or not) the requirement for salary and benefit cost reimbursement.

40. The conditions which BCPSEA seeks by way of variance to the Board's Order are clearly within the Board's jurisdiction. In granting this application the Board would be taking a nuanced approach to this very complex and protracted labour dispute that will hopefully assist in bringing the dispute to an early conclusion.

Given the variances requested, and the timing of report cards, we ask the Board to expedite its determination of this application.

Yours very truly,

**Roper Greyell LLP**

Per:

Thomas A. Roper, Q.C.

Yours very truly,

**Roper Greyell LLP**

Per:

Delayne M. Sartison

TAR/DMS:ph  
Encls.

cc: BCPSEA, Attn: Karen Jewell

cc: BCTF, Attn: Carmela Allevato



# British Columbia Teachers' Federation

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A Union of Professionals

Executive Offices fax: 604-871-2290

## Phase 1 Job Action Plan

(consistent with LRB rulings of July 26 and August 5, 2011)  
(as approved by the August 19, 2011 BCTF Representative Assembly)

1. a. During Phase 1 job action BCTF members will not:
  - Participate in meetings or interviews with parents/guardians and/or district teaching staff outside of instructional time or during instructional time unless coverage is provided.
  - Participate in meet the teacher activities outside of instructional time or during instructional time unless coverage is provided.
  - Prepare or distribute report cards.
  - Provide any student assessment data to Administrative Officers or the school office, except Grade 12 marks required for graduation, post-secondary applications and scholarship purposes.
  - Complete and submit student referral forms outside of instructional time.
  - Attend staff meetings.
  - Attend staff committee meetings.
  - Attend any meeting called by School District management.
  - Participate in any standing or ad hoc district committees.
  - Attend school based meetings called by an Administrative Officer, unless the meetings are related to an emergency.
  - Provide Administrative Officers with any routine printed, written or electronic communications.
  - Accept any printed, written or electronic communication from an Administrative Officer, unless it relates to an emergency.
  - Participate in the preparation or organization of assemblies outside of instructional time, or during instruction time unless coverage is provided.
  - Participate in any accreditation activity.

- Participate in any school district or ministry in-service.
  - Participate in any professional development that is not teacher directed.
  - Participate in any school photo organization.
  - Provide coverage for a teacher who is absent, except for a Teacher On Call hired specifically for that purpose.
  - Administer or supervise FSA or any district or ministry test.
  - Collect money from students or participate in fund raising.
  - Order supplies, textbooks, etc., unless needed immediately to effectively maintain ongoing instruction.
  - Assist the Administrative Officer in administrative tasks like building timetables or computer organization.
  - Do inventory.
  - Organize textbooks.
  - Answer school office phones.
  - Supervise detentions before, during or after instructional time.
  - Prepare overviews or previews for the Administrative Officer, except when associated with a teacher evaluation process.
  - Distribute school district or administrative letters, newsletters, memos or announcements to students, unless it is health and safety related.
  - Pack up classrooms to facilitate painting, renovations or maintenance.
  - Perform department head/position of responsibility duties except during allocated time in the timetable.
- b. With respect to any before/after school, recess or noon hour supervision normally provided by the 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.

orting to parents:

would like to clarify for some locals the question of reporting to parents.

1. The advice in the FAQ is very clear:

- We are not doing report cards and that includes interim reports.
- We are asking members to keep parents informed of their child's progress and to let them know in timely fashion if the student is having any difficulty.
- Teachers have the autonomy to use whatever method they feel appropriate to send informal reporting information and messages home.

2. A number of locals have indicated pressure from the board to meet reporting and interview deadlines. If this is happening your local please let your Field Service staff person know. This is our position:

- Members will not keep to the usual reporting deadlines for informing parents of students progress.
- Teachers will choose when and how to connect with parents to discuss their child's progress.
- Non-instructional days, including early dismissals, should not be used to schedule parent/teacher interviews in a formal structured way whether they are student led or not.
- Nothing is to be provided to administration or the office now or after the job action—struck work will not be revisited ever it means a blank on a student's PR card.

you have any questions about this please contact your Field Service Division staffperson.

chie Kendrick  
stant Director, FSD  
. Teachers' Federation

**MEMO TO: Staff Reps**

**COPIES TO: STA Executive Committee**

**FROM: Denise Moffatt, President**

**Date: October 11, 2011**

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**Please forward to all teachers at your school.**

**Interim Reports**

Teachers will not *"provide any student assessment data to Administrative Officers or the school office, except Grade 12 marks required for graduation, post-secondary applications and scholarship purposes"*.

This means we are not doing interim reports. Teachers should not replicate these processes by distributing marks to all students/parents.

Teachers may provide feedback to students individually and as necessary by:

- Providing comments and marks on individual assignments
- Speaking with a student about his/her progress
- Providing a list of incomplete assignments

Teachers may communicate with parents about student progress individually and informally by:

- Speaking with a parent, face to face
- Calling a parent if a student is struggling
- Sending a note in the planner
- Requesting that a marked assignment be returned with a parent signature
- Sending a quick email

**Parent Teacher Night/Interviews**



or at lunchtime, whereas the use of "a ban on all extra-curricular activities" seems to single out certain extra-curricular activities, such as sports or theatre or music, and is therefore unfair to teachers and students who participate in these types of extra-curricular activities.

The second point to be made is that a ban on all work done outside instructional hours cannot be ended through legislation, but only by the members of the BCTF through a province wide vote. Since work outside the bookends of the day is voluntary and not contractual, withdrawing these voluntary services will attract more public attention, especially if it is protracted, and therefore the public will be even more aware of the unpaid work teachers do.

*\*Please note that should this recommendation carry, it would be further debated in November at the BCTF rep assembly and require approval from the Labour Relations Board under the Essential Services Legislation. A province-wide vote would be held prior to moving to phase two.*

#### **Executive Committee Vacancy - Local Representative to the BCTF**

There is a vacancy on the STA Executive Committee for the position of Local Representative to the BCTF. The position involves attending bi-weekly STA executive meetings and attending the BCTF Representative Assembly three times per year. Some weekend commitment is required. Please forward a brief statement of intent to Lorna Sheh on First Class by October 19th, 2011. The election will be held at the October 26th Special General Meeting.

#### **For some inspiration and comic relief**

Songs of the BC Public Education

System <http://www.youtube.com/watch?v=CjI0pmQQgK8>

#### **For some not-so-comic relief**

Here is the transcript of Christy Clark's speech announcing the legislation that stripped our collective agreement in 2002

<http://blogs.vancouver.sun.com/2011/04/13/christy-clarks-proud-defence-of-stripping-teachers-contract-in-2002/>

You may want to note the groups that supported this legislation in 2002: Christy Clark said:



# ISSUE ALERT #5

October 13, 2011



## BARGAINING

### On the political front

1. BCPSEA has brought forward a three part proposal of punitive actions to counter the impact of our job action. It remains to be seen if trustees have any appetite for such actions.
2. George Abbott has raised the suggestion of legislating teachers back to work. The optics of ordering workers back from an LRB approved legal strike that is not resulting in the loss of any school days would be challenging.
3. The new proposal for a College Council within the Ministry of Education's mandate has been met with concern by teachers, parents and the College Registrar.

### At the bargaining table

1. BCPSEA has begun to counter-offer on some of the language that the BCET has on the table with respect to the split of local and provincial issues.
2. There are as yet no counter-proposals on the four main money issues of salary, benefits, hours of work and paid leaves.

## JOB ACTION

As we struggle through first term we would like to thank members for their thoughtful questions. Teachers are encouraged to envisage our job action as a virtual picket line. With each question consider how your decision will strengthen our job action and ask yourself: "Is this worth crossing my own picket line?" Now is the time we need to stand united. Judging by their recent responses, our job action is bringing pressure to the employer and the government.

We have further clarification on a number of areas of our job action, some provided through hearings on specific issues at the LRB.

### ESL Assessments

Assessments of ESL students (e.g., LOMERA) should go ahead so that teachers can do Annual Instructional Plans (AIPs) for ESL students and thereby ensure that these students receive appropriate service and support. This is parallel to the advice about IEPs. During Phase 1, teachers should not be providing additional documentation that districts might require for ministry audits of ESL or special education services.

### School-Based Team Meetings

Administrators should be notified of the time and place of SBT meetings along with the names of students on the agenda.

An administrator may only attend to discussions of:

- Custody issues
- Confidential matters such as Family and Children Services issues
- Police issues
- Legitimate safety issues

If not attending, administrators will provide SBT with any information that will assist the discussion and any recommendations and minutes of SBT will be provided to the administrator.

cont'd on reverse



## Reporting to Parents



Teachers are **NOT** writing report cards or formal interims but will continue to record assessment and evaluation data. It is important that teachers continue to communicate student progress clearly to the students through formative feedback, marks on assignments, tests and indications about overall progress.

During Phase 1 teachers might communicate with parents on student progress in the following manner:

- Verbally when meeting informally, face-to-face
- A phone call home, especially if the student is struggling
- Send home assignments or tests for parents to sign and return
- Comments in the student's agenda or homework book
- Send a note home
- Send a quick email message to parents

It is important that teachers inform parents/guardians if the student is not doing well so that there are no surprises.

## Provincial Exams for Grades 10, 11 and 12

- Teachers will not administer or supervise Grades 10, 11 and 12 provincial exams, subject to the employer utilizing management and excluded staff to the best extent possible to replace teachers for these activities.
- Teachers will not mark provincial exams.
- Teachers will not turn in class marks with the exception of any Grade 12 marks required for graduation, post-secondary applications and scholarship awards.



## Concerts, Plays and Other Performances



Teachers' participation in the organizing and running of concerts, plays or other performances in the evening will depend on the circumstances.

**No:** If it is curricular (traditional, school-wide, class performances), it should be held during instructional time.

**Yes:** If an extra-curricular club is planning an event that is a voluntary activity, teachers are not collecting money and are not required to attend or supervise.

Your continuing solidarity is much appreciated. Please contact Debbie, Shaun or Sylvia at the VSTA office (604) 673-5570 if you have any questions.

