

September 4, 2002

**BCPSEA Responses to BCTF Statements**

Volume 1 No.1

**For The Record** clarifies information reported in BCTF news releases, news conferences, and other correspondence.

| <b>Source: BCTF Staff Alert September 3, 2002</b>  |   |
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| <b>Educational protections stripped</b>  |   |
| <b>BCTF Statement</b>  | <b>BCPSEA Response</b>  |
| In late August, a government appointee and the employer were removing all provisions in our collective agreement that limit class size, provide staffing ratios and provide support for special needs. | In late August a technical process, required by section 27(1) of the School Act, took place to identify provisions of collective agreements that conflict or were inconsistent with section 27 (3) of the School Act. The Act requires the arbitrator delete such provisions. |
| The employer has asked (Arbitrator) Rice to remove even more articles than those covered by legislation, ...   | The arbitrator's role is to decide whether or not the articles identified by the employer for deletion are consistent with the legislation. By choosing not to participate in the process, the BCTF's position was not heard.   |
| ... such as articles covering school-based teams, or any other clauses that could result in teachers suggesting that more services were required.  | Most collective agreement clauses far exceed "suggesting" that more services are required. Rather they require additional services be provided as a condition to students attending school.   |
| The employer clearly sees this as an opportunity to shut the voice of teachers out of any decision making at the school level.   | A teacher voice in decision making at the school level is not dependent upon specific provisions in a collective agreement.   |
| Rice remained adamant that the hearing would proceed despite the fact the employers' entire case was not ready and could not be presented to the BCTF.   | Rice stated that the employer had presented sufficient information to the BCTF for the hearing to proceed. The BCTF was aware of the employers' position in March 2002.   |
| He (Rice) was not interested in finding mutually acceptable dates for the hearing.   | The BCTF sought to adjourn the hearing until either their court challenge had been heard (likely some years from now) or to mid September.  |
| Rice made rulings consistent with the employers' position that input from our locals   | Rice indicated that when the union wanted to provide direct input, he would hear arguments  |

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| would not be required.   | from both sides regarding the necessity of such input then rule on each application.           |
| Teachers are asked to file grievances if class sizes are larger than allowed under our collective agreement last spring. | Class size provisions that existed in collective agreements last spring have now been deleted. |