

BRITISH COLUMBIA
LABOUR RELATIONS BOARD

June 12, 2014

To Interested Parties

Dear Sirs/Mesdames:

Re: British Columbia Public School Employers' Association -and- the
Support Unions
(Section 72(2) - Case No. 67319/14)

It has been brought to our attention that there is an error in Item 7 (page 4) of the Order issued on June 12, 2014 by Associate Chair Wilkins, with respect to the above. The last sentence of Item 7 has been deleted.

It should have read:

7. The Employer shall utilize the services of its management and excluded personnel who are qualified to the best extent possible. Any disputes will be determined by the Board within 24 hours. The Employer shall not hire replacement employees, engage additional volunteers, or assign any bargaining unit duties to volunteers.

A corrected copy of the Order is attached.

Yours truly,

LABOUR RELATIONS BOARD



Susan Noble, Sr. Exec. Assistant to
Bruce Wilkins, Associate Chair, Adjudication

Interested Parties:

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The Support Unions (as per the attached Fax Sheet)

BRITISH COLUMBIA LABOUR RELATIONS BOARD

IN THE MATTER OF AN APPLICATION PURSUANT TO
THE *LABOUR RELATIONS CODE*, R.S.B.C. 1996, c.244

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

(the "Employer" or "BCPSEA")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS
MEMBER LOCALS; AND
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NOS.
959, 963 AND 882; AND
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION; AND
TEAMSTERS LOCAL UNION NO. 31; AND
WEST VANCOUVER MUNICIPAL EMPLOYEES' ASSOCIATION; AND
CONSTRUCTION, MAINTENANCE AND ALLIED WORKERS COUNCIL;
AND
NON-TEACHING STAFF ASSOCIATION; AND
TRADES BARGAINING COUNCIL; AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS UNION,
LOCAL 1-1937

("the Support Unions")

BEFORE THE LABOUR)	THURSDAY, THE 12 TH DAY OF JUNE,
RELATIONS BOARD)	2014
BRUCE R. WILKINS, ASSOCIATE)	
CHAIR, ADJUDICATION)	

ORDER

WHEREAS the Labour Relations Board (the "Board") received an application from BCPSEA pursuant to Section 72(1) of the *Labour Relations Code* (the "Code");

AND WHEREAS the Ministry of Jobs, Tourism and Skills Training and Minister Responsible for Labour has directed the Board to designate the facilities, productions and services that the Board considers necessary or essential to prevent immediate or serious danger to the health, safety or welfare of the residents of British Columbia or to prevent immediate and serious disruption to the provision of educational programs;

AND WHEREAS the undersigned was established as a Panel of the Board pursuant to Section 117 of the Code to deal with this matter;

AND WHEREAS the Employer and the Support Unions were notified of this proceeding and provided an opportunity to make submissions to the Board;

NOW THEREFORE, PURSUANT TO SECTION 72(1)(a)(i) and (ii) OF THE *LABOUR RELATIONS CODE*, THE LABOUR RELATIONS BOARD DESIGNATES THE FOLLOWING SERVICES PROVIDED BY MEMBERS OF THE SUPPORT UNIONS AS ESSENTIAL:

1. All services required for lunch hour and recess supervision of students, being all non-teacher employees who regularly perform such supervisory duties during the lunch hour break and/or recess breaks.
2. All services by non-teacher employees regularly required to provide supervision and support to special needs students at any school placed

under pickets at any time, and when those members of the Support Unions are regularly required to be working. These services include support from normally assigned education assistants, to enable special needs students to complete educational programs designated essential.

3. All services to provide the transportation of students to and from school facilities to enable the completion of educational programs designated essential.
4. All services to prevent or remedy damage to, or malfunction of, any equipment including information systems or facilities, that pose an immediate and serious danger to the health, safety or welfare of students, staff, or members of the public, or result in a serious and immediate disruption to the provision of education programs designated essential by the Board. Employees can be scheduled to work on-call, in order to respond to any serious or immediate disruptions as if they were emergencies, in accordance with all of the provisions of this Order.
5. Support staff will be available in the event of any emergency or disaster situation. A manager shall inspect the site(s) of any emergency or disaster, determine whether and what emergency/essential work must be done, and then contact the Support Unions and request the number of individuals by classification required to do the work. The Support Unions must immediately dispatch the required number of individuals to the sites(s) to perform the work. In the event of a dispute between BCPSEA and the Support Unions as to whether an emergency or disaster situation exists, the support staff shall perform the work in question, and the dispute will be determined by the Board within 24 hours.

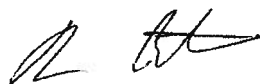
6. All services required to ensure that payrolls can be processed in a timely manner.
7. The Employer shall utilize the services of its management and excluded personnel who are qualified to the best extent possible. Any disputes will be determined by the Board within 24 hours. The Employer shall not hire replacement employees, engage additional volunteers, or assign any bargaining unit duties to volunteers.
8. The Support Unions shall schedule their members to work in accordance with the Essential Services Designations as per Schedules agreed to locally in each school district. Such schedules shall include the number of employees required for the activities identified in this order (e.g., recess/noon supervisors, education assistants, transportation employees, payroll employees), the location of work and the days/hours of work. Any disputes regarding the schedules shall be resolved by the Board within 24 hours.
9. The Employer shall direct those scheduled employees to perform the duties of their employment that it determines to be necessary or essential to comply with this Order.
10. The Support Unions shall instruct their members to perform the work as directed by the Employer in (9) above.
11. Every employee shall perform their duties of employment as directed by the Employer in (9) above.
12. Schedules, directions and instructions, in (8), (9) and (10) above shall be governed by the terms and conditions of the collective agreement in force or last in force, as the case may be.

13. The Support Unions are ordered to provide unrestricted access and egress for those persons covered by this Order, and any other person or delivery required for the continued operation of the facilities, production or services designated by this Order.

This Order reflects the current determination of the Labour Relations Board. The above designations may be increased by agreement of the parties or revised by successful application to the Labour Relations Board by the Employer or the Unions.

DATED AND EFFECTIVE at Vancouver, British Columbia, this 12th day of June, 2014.

LABOUR RELATIONS BOARD



BRUCE R. WILKINS
ASSOCIATE CHAIR, ADJUDICATION

BRITISH COLUMBIA
LABOUR RELATIONS BOARD

June 12, 2014

To Interested Parties

Dear Sirs/Mesdames:

Re: British Columbia Public School Employers' Association -and- the
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(Section 72(2) - Case No. 67319/14

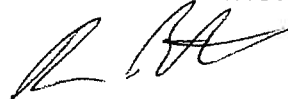
**ADDENDUM TO SUPPORT UNIONS ESSENTIAL SERVICES ORDER OF JUNE
12, 2014**

The items enumerated below are designated as essential services, pursuant to Section 72(1)(a)(i) and (ii) of the *Labour Relations Code*, which apply only during lunch/recess breaks on June 13 and 16, 2014:

1. All services required for lunch hour and recess supervision of students, being all non-teacher employees who regularly perform such supervisory duties during the lunch hour break and/or recess breaks.
2. All services by non-teacher employees regularly required to provide supervision and support to special needs students at any school placed under pickets at any time, and when those members of Support Staff Unions are regularly required to be working.
3. All support staff employees who are regularly scheduled to provide the services designated essential in paragraphs 1 and 2 of this Addendum on June 13 and 16, 2014, shall perform such services.
4. For the performance of essential services designated in paragraphs 1 and 2 of this Addendum, on June 13 and 16, 2014 the Employer shall utilize the services of its principals, vice-principals and other excluded staff located in a school placed under pickets at any time, who are qualified to the best extent possible. The Employer shall not hire replacement employees, engage additional volunteers, or assign any bargaining unit duties to volunteers.

Yours truly,

LABOUR RELATIONS BOARD



Bruce R. Wilkins
Associate Chair, Adjudication

Interested Parties:

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The Support Unions (as per the attached Fax Sheet)