

**STAFF RESOURCE**

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Guide to Completion of the  
BCPSEA Form 02 —  
Compensation Costing Report

Support Staff Compensation  
Costing Form 02

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**BCPSEA Policy 94-03**

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**Policies  
and  
Procedures**

**FOR  
SUPPORT STAFF BARGAINING**

## Policies & Procedures for Support Staff Bargaining

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### BACKGROUND

Under Bill 52, the *Public Education Labour Relations Act*, and as amended by the *Miscellaneous Statutes Amendment Act (No. 3)*, 1998, the B.C. Public School Employers' Association is the accredited bargaining agent for all school boards.

Collective bargaining for support staff remains on a board by board basis for each certified bargaining unit, except in those instances where a group of school boards have agreed to bargain on a group basis.

One of the functions of the Public Sector Employers' Council (PSEC) established under the *Public Sector Employers Act* is to coordinate collective bargaining among the different sectors of the broader public sector. The Council has established general compensation guidelines to assist employers in bargaining. These are now known as the PSEC compensation mandates (PCM).

BCPSEA has established a process under its Bylaws for the exercise of its responsibility as accredited bargaining agent. In essence, for renewal of a collective agreement to be legally effective between a school board and a support staff union, the agreement must be ratified by the BCPSEA Board of Directors. Ratification is complete unless the agreement is rejected by two-thirds of the Board of Directors.

The purpose of this policy is to construct a framework within which school boards and BCPSEA can coordinate support staff collective bargaining consistent with the needs of individual boards and with the PCM.

Collective bargaining is always a moving, not static, field. Settlements may be higher or lower at any point in time as the result of a range of influences. The paramount principle for the employer is, or should be, its ability to pay. The PCM is another important factor independent of an employer's ability to fund a settlement.

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### POLICY FORMATION

BCPSEA policy is shaped by the following elements:

- a. Respect for the role of boards of school trustees.
- b. Respect for the statutory obligations of school boards and BCPSEA under the *Public Education Labour Relations Act*.
- c. Respect for the obligations of PSEC and BCPSEA under the *Public Sector Employers Act*.

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**BCPSEA  
COORDINATION  
POLICY**

BCPSEA's policies for coordinating support staff bargaining have the following elements:

- a. A working group consisting of Board members and staff will review every settlement received and make a recommendation to the full Board on whether to ratify or reject the agreement. The purpose of the committee is to ensure consistent treatment of school boards.
- b. Members of the working group will work with school boards in advance of and during collective bargaining to ensure consistent understanding of the PCM as they apply to individual bargaining circumstances. The committee will also be available to review bargaining trends with school district negotiators.
- c. The working group will contact boards currently involved in bargaining to review the application of the PCM in the context of the current state of bargaining.
- d. Within the context of this policy, school boards have a duty to consider advice from BCPSEA in the course of the negotiations process.

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**BCPSEA SUPPORT  
STAFF RATIFICATION  
PROCESS**

The BCPSEA Bylaws require school boards to seek ratification of new support staff agreements. No collective agreement is in force and effect until ratified by the BCPSEA Board of Directors.

The process for ratification is as follows:

- a. Notification by the school board to the union of the ratification process

As a courtesy and to establish a common understanding of the employer's legal obligation, we suggest that school board negotiators advise the union of the requirement for BCPSEA ratification, as well as, of course, of the school board's own ratification process.

- b. Approval by the school board

Once a tentative agreement has been concluded with the support staff union, it should be approved by the school board before submission to the BCPSEA Board of Directors.

## c. Form of submission to the BCPSEA Board

The submission to the BCPSEA Board of Directors should contain the following information:

- a copy of the expiring collective agreement.
  - a copy of the complete memorandum of agreement or other instrument that forms the tentative agreement including any ancillary documents such as Letters of Understanding or Letters of Intent.
  - a costing analysis containing the total compensation cost for the bargaining unit under the proposed new agreement, with an explanation of the method of calculation. Pay equity increases, if any, should be described both as part of total compensation and separately.
  - a completed BCPSEA Support Staff Compensation Costing Form (Form 02).
  - any other information that the school board believes is relevant or useful to the Board of Directors.
- d. The working group will prepare an analysis and recommendation for the Board of Directors. The criterion for ratification is whether the proposed collective agreement meets the compensation mandates set by PSEC.
- e. The BCPSEA Board of Directors will formally notify the school board of its decision.
- f. Mid-contract modifications will be handled in the same way collective agreements are ratified. Any mid-contract modification that is sent to BCPSEA for ratification will be subject to the PCM in effect at the time the collective agreement was first ratified. The addition of the modification must not put the agreement, in its totality, over the mandates established by PSEC and adopted by BCPSEA.

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**THE PSEC  
COMPENSATION  
MANDATES (PCM)**

The PCM's raise a number of questions that are addressed below. Members of the working group will assist boards and their staff with any other questions.

- **Are the compensation mandates a form of wage controls legally binding upon both employers and unions?**

No. The compensation mandates are an instrument to coordinate employer bargaining positions within sectors and across sectors. Unions retain the legal right to free collective bargaining. The PCM assists employers in shaping their bargaining positions.

- **If an employer does not have the ability to pay a settlement up to the maximum of the mandates, will the government provide additional funding?**

No. The paramount issue for an employer at the bargaining table should be its capacity to pay for a settlement and maintain or improve its services to the students and public. The PCM is an effort to coordinate employer bargaining to prevent whipsawing, not an undertaking by government to fund settlements that employers cannot afford.

- **What happens if an employer settles in excess of the mandates?**

There are two issues. First, an agreement in the public school sector requires ratification by the BCPSEA Board of Directors. BCPSEA has a representative on the Public Sector Employers' Council that developed the PCM and, under the provisions of the *Public Sector Employers Act*, is required to support the policies of the Council. The BCPSEA Board of Directors is unlikely to ratify an agreement that exceeds the PCM, particularly if there have not been extensive discussions between BCPSEA and the school board's negotiators in advance of the settlement.

Secondly, school boards have acknowledged that they face fiscal pressures. PCM represents **maximums**, not **minimums**, and are subject to the ability to pay out of existing funding.

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**BCPSEA  
SUPPLEMENTAL  
POLICIES****1. Wage Re-openers**

Due to the unknown consequences of wage re-openers, the BCPSEA Board of Directors has approved the following policies:

“That BCPSEA permit wage re-openers, but that these re-openers not be subject to binding arbitration, and further that such wage re-openers be subject to the compensation mandates in place at the time the wage re-opener is negotiated.”

and further

“That BCPSEA compute the cost of multi-year agreements including wage re-openers exclusive of those wage re-opener clauses and that the wage re-opener clause stand on its own for calculation and reporting purposes.”

In essence this means that:

- Wage re-openers will continue to be permitted; however, if unresolved, they may no longer be referred to binding arbitration; they are referred to BCPSEA for ratification
- A wage re-opener will apply only for the year(s) for which it is calculated;
- A wage re-opener will be subject to the monetary limits in place at the time the wage re-opener is negotiated;
- Computation of a multi-year agreement containing a wage re-opener will be exclusive of the wage re-opener. This means that if a three year agreement has a known wage/total compensation increase for two years and a wage re-opener in the third year, the costing will be averaged over the two, rather than three years and the wage re-opener will stand on its own.

## 2. **Me Too Clause**

The inclusion of a “Me Too Clause” (i.e., a clause which would grant an increase in compensation to union A if Union B were to receive a compensation increase greater than that received by Union A) is to be avoided. Those collective agreements that contain such a clause will not be ratified by the BCPSEA Board of Directors if there is any chance that the “Me Too Clause” will result in a settlement greater than that permitted under the monetary limits. Any “Me Too Clause” must be subject to the PSEC Compensation Mandate in effect at the same time as the clause would take effect.

## 3. **COLAS**

The BCPSEA Board of Directors will not approve agreements that tie compensation provisions to subsequent developments outside the control of the parties when the result could be compensation increases that are inconsistent with the monetary limits.