

Summer School Teachers — Arbitration Implementation

Attached for information is a frequently asked questions (FAQ) document related to the implementation of the arbitration award regarding inclusion of summer school teachers. The FAQs are based on questions our office has received since the award was issued.

With respect to implementation of the decision in affected districts, it had been our intention to meet with the BC Teachers' Federation (BCTF) to discuss implementation issues. The BCTF have advised us that they see implementation issues being addressed between locals and districts. As a result, you may be approached by your local to engage in discussions related to implementation of the award.

Disputes during the life of a collective agreement follow a predictable path. A dispute arises, a grievance is filed and, if the parties are unable to arrive at a settlement through the steps of the grievance process, the matters at issue are referred to an arbitrator for a final and binding settlement. The parties then work to implement the terms of the arbitration decision. This is pretty familiar to most of us. But have you seen this?

Once the arbitration award is out and the implementation phase begins...bargaining begins again...put simply, what can be characterized as the *WWAW* tactic takes hold! *What We Always Wanted* is a tactic employed to revisit the matters that one party sought in the grievance process through arbitration, but did not achieve with the award. Under the guise of implementation, the union suggests a meeting and negotiations begin. The *WWAW* tactic is usually used in tandem with the *Leveraging the Relationship* tactic:

Leveraging the relationship: Seeking to compel one party to an act or choice by holding out the possibility of improvement to something that party values and the other party characterizes as at risk; use of the relationship between the parties (or between individuals) and the apparent desire to maintain a productive working relationship as a tactical advantage so as to serve one's own purpose.

The summer school teachers matter has been provincial in nature since it first arose through correspondence from the BCTF to BCPSEA in June 2009. To date, all discussions regarding process, including the dispute resolution process, have been between the provincial parties. It is important to note that there is only one arbitration decision that is applicable to the nine affected districts. Implementation approach must be coordinated so that the actions of one district do not negatively impact other districts.

We have also been advised that at least one district not covered by the award has been approached by their local to discuss how the award might be applied in their district. Again, we remind districts that the award is limited in its application to nine districts and if your district is not one of the nine districts listed on page three of the award, the decision has no application to

your district. If you are approached by your local to discuss the implementation of the award or to negotiate additional provisions that are not included in the award (Post and Fill, for example), please contact your BCPSEA labour relations liaison prior to engaging in such discussions.

A schedule of applicable collective agreement provisions will be provided shortly to affected districts.

Questions

If you have any questions regarding the award, please contact your district labour relations liaison.

Attachment: Frequently Asked Questions

Frequently Asked Questions

1. Does the award apply to all teachers teaching summer school programs?

No. The award only applies to affected districts (22, 28, 38, 41, 43, 62, 72, 78 and 92). In these districts, the award only applies to summer school teachers teaching educational programs as defined in the *School Act* which are programs that form part of a student's K-12 curricular course of studies. Summer school teachers teaching non-educational programs are not included in the bargaining unit and are not the subject of this award.

2. Do summer school teachers now have to pay union dues?

Yes, teachers affected by the award have to pay dues effective summer 2010.

3. Do we now have to pay sick leave to summer school teachers?

No. The arbitrator did not award sick leave coverage. However, if you had a practice of applying the sick leave provisions of your collective agreement to the affected teachers, you are required to continue to apply those provisions. BCPSEA will work with the BCTF to develop a schedule that lists the applicable collective agreement provisions that will apply in your district.

4. Can a summer school teacher be a site supervisor/administrator?

Yes. You can maintain your past practice in this regard.

5. Does seniority have to be considered in hiring summer school teachers?

No. The arbitrator did not award access to the post and fill provisions of the collective agreement. If you did not apply the post and fill provisions of the collective agreement in your district, you are not required to do so and can maintain your previous practice. If you had a practice of applying your post and fill provision, then you must continue to apply the provision. If these provisions included consideration of seniority then this will need to continue.

6. Does seniority accrue for summer work?

Yes. Districts must accrue seniority for summer school teachers and apply it in the same manner as it is applied during the September to June school year. For employees hired from out of district, the employing district should accrue the seniority, but not apply the seniority in any other way. The provincial agreement is clear that seniority can only accrue to a maximum of 1.0 FTE per year. The porting provisions of the collective agreement may not apply in every case. If questions arise regarding porting of summer school seniority, please contact your BCPSEA labour relations liaison.

7. Do summer school teachers now receive preparation time?

Yes. Summer school teachers were awarded preparation time for summer school work. The preparation time does not represent an additional payment of 5%. It is provided as non-instructional time for which the teacher is paid. In Vancouver, a teacher who teaches a 40 hour summer school course is paid for 42 hours and a teacher who teaches an 85.5 hour course is paid for 90 hours. In order to be eligible for the preparation time, the teacher must attend a preparation period at the school the day before the first day of classes. If multiple classes are being taught, the teacher must attend both a morning preparation period and an afternoon preparation period. The preparation time occurs at the school and the time incorporates a number of activities — a staff meeting, preparation of the classroom, assisting the principal with course and school planning, and ensuring text books are available. If a teacher does not attend the preparation period(s), the teacher is not eligible for the additional pay for the non-instructional time and will only be paid for the hours of instruction.

8. Does the award alter the hours of instruction in any way?

No. Subject to the *School Act*, district practices do vary with respect to instructional hours. Districts may continue to operate as they have done in the past with respect to instructional hours.

9. Are any provisions of the arbitration award retroactive?

No. The arbitrator did not award retroactivity. The provisions of the award should be applied on a go forward basis only.

10. Does summer school now give employees status during the school year or continuing status with a school district?

No. Summer school employees are hired for a time limited summer school contract. Their status does not change based on work performed during the summer period even though it is now in the bargaining unit. There is no right to ongoing employment (year to year) because of summer school employment. Districts should continue to fill positions as they have done in the past.

11. What is a Convenor?

The premium for a convenor is a curriculum development position based on previous local language found in the School District No. 39 (Vancouver) working document. A copy of the Vancouver job posting for Convenors will be forwarded to your district shortly. If your district engages teachers to perform work that is substantially similar to the work described in the description, then the employee would be eligible for the allowance.