NEWSLink

British Columbia Public School Employers' Association

SUMMER 2005

AT THE TABLE: AN UPDATE ON COLLECTIVE BARGAINING BETWEEN THE BCTF AND BCPSEA

The bargaining teams for the BC Teachers' Federation (BCTF) and the BC Public School Employers' Association (BCPSEA) met on June 21, 2005, subsequent to the BCTF cancellation of the bargaining sessions scheduled for June 10 and 14 to seek direction from their Executive Committee.

The BCTF presented a revised Salary Proposal which includes a number of structural changes to salary grids as well as a general salary increase in each year of the agreement, "...in order that BCTF members can keep pace with the cost of living and the salaries paid to teachers in Alberta and Ontario."

The BCTF did not provide an actual figure in terms of the salary proposal and, although they indicated that they had no information to share on the overall cost of the proposal, they did acknowledge that it is "fairly pricey." BCPSEA's initial review of the proposal indicates that the structural changes alone would be extremely costly and well above the net zero compensation mandate.

The BCTF stated that they will be working over the summer to gather information to assist them in providing us with more details. The BCPSEA bargaining team suggested that an information-sharing approach would be desirable, in order to ensure that the parties are working from the same base data.

In response to our question whether they had any information to share with us as a result of their consultation with their Executive Committee, the BCTF bargaining team stated that in addition to the revised salary proposal they had just presented, they see a tremendous gap between the parties and are prepared to pursue other tactics away from the bargaining table (including a requested meeting with the Premier) in order to address their issues.

The session concluded with the BCTF advising that they will consult with their Representative Assembly on August 22 prior to re-commencing any bargaining with BCPSEA.

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Representatives of the BCTF and BCPSEA commenced bargaining for a new collective agreement on November 9, 2004 (the current collective agreement expired on June 30, 2004). At time of printing, the parties had held 30 bargaining sessions.

The parties are bargaining within the context of:

- a compensation mandate, established by the Public Sector Employers' Council (PSEC), of net zero through 2005-2006. This means that, where the parties are able to secure trade-offs within the total compensation envelope, they may move compensation; e.g., from benefits to wages. No across the board increases as has become the norm in the public education sector are permitted. To date, 90 public sector settlements have been achieved under the net zero mandate.
- a bargaining structure that has been identified by all parties concerned as dysfunctional. A report containing recommendations for a new structure for bargaining between public school teachers and public school employers was submitted by Don Wright, Commissioner, Commission to Review Teacher Collective Bargaining, to the Minister of Labour on December 16, 2004.

The BCTF and BCPSEA exchanged their package of proposals on April 1, 2005.

At the June 8 bargaining session, the parties agreed that the table is closed to new proposals. The parties have had initial discussions on all of the proposals

BCPSEA Proposals

BCPSEA presented proposals to standardize and address a number of issues. Although some of the BCPSEA proposals could result in savings for districts, we have been very clear with the BCTF that we are not seeking concessions. Rather, we have advanced proposals to offset the costly nature of many of the BCTF proposals within the current net zero compensation mandate.

The BCPSEA package includes:

- Housekeeping
- Preamble
- Term, Continuation and Renegotiation
- Leave for Provincial Contract Negotiations
- President/Officer Leave
- Leave for Local, BCTF, CTF, Educational International
- Leave for BC College of Teachers
- Compensation
- Early Retirement Incentive Plans, Bonuses and Payouts
- Part-Time Employees' Benefits
- Severance
- Letter of Understanding Re. Middle Schools
- Part-Time Employees' Leave Entitlements
- Sick Leave with Pay
- Pregnancy/Parental Leave.

BCTF Proposals

The BCTF have been very clear that they are not willing to recognize the net zero compensation mandate for the purpose of this round of bargaining and that they seek to enhance teachers' employment provisions. The BCTF have also advanced proposals that would set minimum levels while still preserving superior local provisions.

The BCTF package includes:

- Preparation Time*
- Pro-D Funding*
- Local School Calendar
- ERIP*
- Allowance for SIP Premium*
- Employment Equity – Aboriginal Educators
- Benefits General – Entitlement and Administration*
- Benefits Improvements*
- Category Addition (5 + 15)*
- Teacher on Call (ToC) Employment*
- ToC Pay and Benefits*
- Salary*
- Restoration**

* *Many of these proposals represent cost items (a minimum of 35%) and the further erosion of management rights.*

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Schools Protection Program

What HR Personnel need to know *by Barbara Webster-Evans*

The Schools Protection Program (SPP) has been designed to protect the school district – its employees, trustees, volunteers and others while performing their school-related duties – in the event of litigation. In addition, but beyond the scope of this article, SPP offers coverage for property loss or damage.

Most school district employees are aware of the SPP from the incident reports routinely filled out by school personnel in the event of an accident involving injury to a student. However, it is important for human resources personnel to understand that SPP's role is not limited to handling claims related to these types of accidents.

A better understanding of what SPP offers will help to ensure that school districts obtain assistance where it is needed. It will also help to ensure that a school district obtains SPP coverage for eligible claims, and fulfills its obligations under the SPP policy.

Human Rights Complaints

Did you know that the SPP may provide support to school districts and their employees in the event of a human rights complaint? Almost every human rights claim involves an allegation that the complainant suffered emotional distress as a result of the alleged discriminatory conduct of the school district or its employees. As a result of our broad definition of personal injury, which includes mental anguish, mental injury or shock arising from discrimination, almost all human rights claims are covered in whole or in part by the SPP. We recommend that you consult with the SPP as soon as you are aware that a human rights compliant may be filed.

Negligent Acts, Errors or Omissions in Administering Employee Benefits Programs

Even more surprising to some human resources personnel is that the SPP offers employee benefits coverage as part of its standard coverage. When a claim is made against the school district alleging negligent acts, errors or omissions in the administration of the school district's employee benefits program, the SPP will defend the district. For example, if school district staff neglect to sign up an employee for life insurance benefits or disability benefits and the employee dies or becomes disabled, that individual or his estate could well pursue a claim against the district seeking the value of the disability policy or life insurance policy that they should have received. In these circumstances, if a civil court claim is pursued against the school district, the SPP provides coverage. Where this type of potential claim becomes apparent to a school district, the potential claim should be reported to SPP. It should be noted that if the matter is brought as a grievance or otherwise dealt with in the collective bargaining process, the SPP does not provide assistance to the district.

Early Assistance from the SPP and the Importance of Prompt Reporting

In most cases, the SPP will not wait for a legal action to start against the school district before assistance is offered. The SPP offers their services to manage all serious incidents immediately upon notification where a covered claim is likely. The SPP may help the school district behind the scenes to write letters, handle media inquiries, or generally handle a potential crisis, long before a writ is received.

It is important that the steps required to protect the interests of the district and its employees are taken in a timely fashion. As a result, it is a condition of coverage that the school district promptly provide SPP notice of all events likely to give rise to a claim, and cooperate fully with the SPP in any investigation or defence required. Where coverage exists, the SPP will retain and pay for investigators or lawyers as necessary and will pay necessary costs to defend a legal action against the school district and its employees. In addition, if a judgment or settlement must be paid to conclude a covered claim, all such amounts are paid by the SPP.

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perspectives

UNIONS, MANAGEMENT SEE WELLNESS THROUGH DIFFERENT LENSES

Suspicion about employer's motives holds back union support By Uyen Vu

Think of a wellness program, and an image of workers in gym clothes out together for a walk might come to mind. Or it's a roomful of employees learning from the experts how to eat right, monitor their hearts or quit bad habits.

Many people see in these images a picture of good health. The way Lydia Makrides puts it, it should be a slam-dunk for unions to support such programs.

"The unions are there to look after the well-being of their employees. So they can't possibly be against anything that helps their members become healthy," said Makrides, director of the Atlantic Health and Wellness Institute, a Halifax-based wellness provider.

But the view from the union's side isn't as rosy. Despite being vigilant advocates for health and safety, many union leaders are at best grudgingly silent on wellness programs. At worst, some even oppose them outright.

Part of the blame, said Makrides, has to fall on wellness providers such as herself.

"What happens is when we approach the employer, the union is often ignored. The union finds out (about the initiative) after the fact, and therefore there's no buy-in."

And because program providers often emphasize the business case to pitch wellness to employers, it's natural for unions to take from that message: The employer is doing this to save money. This is not about employees.

Now, "Is the union on board?" is one of the first questions Makrides asks when an employer brings her in to implement wellness initiatives. "I've learned from my previous experiences." In her current project to measure health outcomes over four years at the Nova Scotia Department of Justice, that crucial question led to the inclusion of a Nova Scotia Government Employee Union representative on the steering committee.

Rory Hancey, Manager of Labour Relations at the Department of Justice, said one of the biggest concerns the union had was that workers' health information being gathered and tracked would be used in connection with attendance management.

With that concern addressed, the union has expressed just as much interest as the employer in seeing health costs reduced as a long-term outcome of the project, said Hancey.

The failure of many employers to consult with unions and representatives of joint health and safety committees is indeed one of the reasons some unions don't support wellness programs, said Denis St-Jean, national health and safety officer at the Public Service Alliance of Canada.

But on a deeper level, there's the enduring suspicion unions have that employers are bringing in wellness programs for the wrong reasons, said St-Jean.

"As far as the union is concerned, most CEOs or senior managers don't see employee health as a huge issue," said St-Jean. Pointing to the prevalence of contract, part-time and seasonal employees within the federal public service, he said, "If one of them becomes ill, that person is weeded out of the system anyway."

Wellness programs often appear at a workplace almost as an afterthought, said St-Jean. They're usually brought in on the heel of other cost containment measures, such as greater monitoring of absenteeism, reduction of drug plans, and increased appeals of workers' compensation claims, said St-Jean.

"During the recent negotiation (at Canada Post) there was a reduction in prescription drug payment," said St-Jean. "Meanwhile (the organization) goes ahead with wellness programs to

improve employee efficiency and productivity. And that's a typical approach."

At the Canadian Union of Postal Workers (CUPW), national health representative Gayle Bossenberry said there is a high potential for subtle forms of reprisals against workers for lifestyle choices deemed unhealthy.

"Some parts of these programs really broach into workers' personal lives, and we don't think the employer has any business going into these areas," said Bossenberry. "Instead, they should just deal with the workplace hazards."

She added, however, that the CUPW would consider teaming up with management to tackle certain organizational issues, such as stress, harassment and violence in the workplace.

At the Canadian Labour and Business Centre, an Ottawa-based research institute with equal representation from unions and businesses, Derwyn Sangster said unions and managers tend to view wellness through "different prisms."

Sangster, director of business, headed a team looking at healthy workplace practices at 12 organizations in Canada. He also oversaw a survey of 6,000 business and union leaders on health, safety and wellness issues. The results were published in *Viewpoints 2002 on Healthy Workplace Practices*.

Survey results showed that managers and union representatives assessed workplace issues differently. Managers saw much improvement in environmental safety, working relationships, worker motivation and workplace injuries; whereas unions said all these aspects had deteriorated during the previous two years. Both sides did agree, however, that stress level, absenteeism and work and family pressures had worsened in the same period.

Of the 12 workplaces examined, the ones that are unionized reported varying levels of union involvement. Some unions were "stand-offish," others were passive, neither endorsing nor opposing the programs. At New Brunswick-based Irving Paper, working together on health and wellness programs was a way for both sides to start repairing the fractious labour relations that had plagued the organization in previous years.

The case studies revealed no pattern, said Sangster, adding that union support for wellness depended a great deal on the nature of the labour relationship going in.

But one intriguing pattern did emerge from the *Viewpoints* survey, said Sangster.

"When you looked at the number of different wellness initiatives workplaces had, the ones that had more initiatives tended to report better labour relations than the ones that didn't," said Sangster.

"That was interesting for us. It suggested that labour-management relations and the incidence of wellness programs were each indicators of the broader health of the workplace."

Another noteworthy finding was the need for managers to communicate their motivations for such programs. In general, "where there was advance consultation, discussion and notification, even if unions don't formally participate, they certainly were happy to let their members participate," said Sangster.

And looking over the survey results, Sangster added employers' interest in wellness isn't as nefarious as unions suggest.

"One of the things that several employers we talked to mentioned was that it's going to be difficult for them to find workers." They therefore needed to introduce workplace programs that would differentiate them from competitors, said Sangster.

"And there were several employers that said quite clearly that a good wellness program was something they hoped and expected would make them an employer of choice, and help them both recruit and keep workers. It was seen as a competitive advantage."

MANAGERS SEE HEALTH IMPROVEMENTS, UNIONS LESS SO

About 6,000 union and business leaders were asked whether workplace aspects have improved or worsened in the previous two years. About 1,150 responded. Responses indicating no change are not shown.

PERCENTAGE OF ALL RESPONSES BY CATEGORY

	Labour Responses (%)		Management Responses (%)	
	Worsened	Improved	Worsened	Improved
Absenteeism	57.0	7.9	35.5	13.5
Stress level	83.5	8.2	58.8	12.7
Worker morale	83.8	5.7	37.0	33.8
Productivity	27.3	33.3	15.9	47.0
Workplace injuries	42.0	44.9	14.1	22.7
Work/family pressures	74.6	6.2	43.9	8.6
Worker motivation	68.0	11.5	25.1	39.9
Working relationship	59.0	13.1	15.8	44.3
Environmental safety	34.4	22.4	1.9	47.0
Workplace violence	42.3	5.6	5.8	9.7
Ability to attract employees	43.3	13.1	25.1	36.7
Ability to retain employees	48.0	12.2	20.5	35.8

Source: Canadian Labour and Business Centre

Viewpoints 2002 on Healthy Workplace Practices

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** *This proposal seeks to restore matters to the collective agreement that were removed by legislation enacted in January 2002.*

The enactment of the *Public Education Flexibility and Choice Act* narrowed the scope of teacher collective bargaining. Agreement terms such as class size and composition were removed from the collective agreement and codified in legislation. Class size limits were placed in the *School Act* with an accompanying *Class Size Regulation*. The intention of the amendments was for the planning of schools to be accomplished through a new framework consisting of parents, teachers, principals, school boards, and the newly created school planning councils. This had the effect of moving school organization matters from the collective agreement and collective bargaining into public policy. The BCTF opposed the legislation and has continued to challenge it.

BCPSEA advised the BCTF that the employers' association is not able to negotiate matters excluded from collective bargaining by legislation.

SHOW US THE LINK TO OH&S

With wellness programs, employers are just passing the buck, unions say *By Anthony Pizzino*

Work has profound implications on health. Employees are facing unprecedented levels of workplace stress, increasing workloads and a myriad of other health and safety hazards.

Why, then, are unions cautioning their members about programs that claim to improve health?

The crux of unions' concern is these programs tend to put the spotlight on individual workers and their "unhealthy" lifestyles, while ignoring workplace factors that cause ill health. It's all well and good to be told to eat healthy foods, exercise, stop smoking, and relax. But if work and its associated hazards and working conditions are responsible for ill health, wellness programs won't offer much help.

Some organizations, either by chance or design, use wellness programs to supplant meaningful occupational health and safety programs. In effect, wellness programs are shifting the blame for unhealthy workplaces away from the organization and onto workers, and may take attention and resources away from preventing the workplace hazards which make workers unhealthy.

Unions have other concerns about wellness programs. Among them:

- Candidates are asked to share personal confidential information that focuses on nutrition, tobacco, alcohol and drug use, level of physical activity, sexual preferences and practices, social and behavioural issues and personal resources. This level of employer interest in workers' individual health and lifestyle is intrusive.
- How confidential is the information collected?
- Employer reprisals or intimidation against those not willing to participate in the programs. Potential for co-worker reprisals where employers set up incentives or contests between worker groups.

Canadian occupational health and safety laws place responsibility on employers to provide safe and healthy working conditions. Workers have the right be protected from harm, the right to refuse unsafe work, the right to know about workplace hazards and the right to participate in occupational health and safety decisions. The link between wellness and occupational health and safety may not be as clear.

Canadian workplaces are neither safe nor healthy. A recent study by the Centre for the Study of Living Standards Canada revealed that Canada has one of the worst occupational health and safety records of the industrialized world. The odds of being killed at work in Canada are greater than any of the 16 OECD countries except Italy.

What's more, occupational disease rates are not decreasing in any meaningful way. Some injuries, such as soft tissue diseases are, in fact, on the rise.

Unions cannot support wellness programs without a real commitment to invest in the prevention of workplace hazards. As well, there are few peer-reviewed studies that demonstrate wellness programs improve an organization's health and safety performance.

Are there alternatives? Absolutely. Most unions spend a great deal of time campaigning for safer workplaces. Employers, helped by joint health and safety committees, can start to look for hazards or unwell areas of the workplace, and not just workers' lifestyles.

In the end, what workers need from employers is a commitment to make workplaces healthier by eliminating stress, ergonomics hazards, toxins and other dangers. Workplace wellness and not individual wellness should be the top priority program for employers. We need to centre on healthy work, as well as healthy workers.

Anthony Pizzino is national director of the health and safety branch of the Canadian Union of Public Employees. He may be reached at (613) 237-1590 or apizzino@cupe.ca.

The WCB Assessment Rate Incentive Program

A new option to improved safety programs for employees and lower assessment rates

The Workers' Compensation Board (WCB) assessment rates – the experience rate and the base rate – are established from two very different cost bases.

The experience rate is determined by comparing the cost of claims divided by the assessable payroll of a school district against the average costs and payroll of all school districts. If the cost comparison is favourable, the district receives a reduction from the base rate. This is termed a merit rate and it can provide up to a 50% reduction. If the cost comparison is unfavourable, the district will pay a surcharge. This is termed a demerit rate and it can be as much as 100% higher than the base rate. In 2005, the experience rate paid by school districts varied from $0.38 to $0.97.

The base rate is determined by dividing the cost of claims in all school districts by the assessable payroll and then adding some portion of the overheads, such as the wage costs. Consequently, larger school districts have a greater weighting in determining the base rate than smaller school districts. School districts have a collective liability for each other's WCB claims costs. School districts do not pay the cost of their own claims. In 2005, the base rate is $0.64. Thus, the experience rate can vary from $0.32 to $1.28.

School districts have assessable payrolls varying from $3M to $300M. The average payroll is $48M. However, the median payroll is $30M. The difference between the average and median is an indicator that the distribution of payroll is weighted toward larger school districts and, consequently, these fewer but larger school districts have a greater influence in setting the base assessment rate than the more numerous smaller districts. The six largest BC school districts account for 33% of the assessable payroll. Of school districts with an assessable payroll of more than $30M, 60% have a demerit rate. Of the school districts with a payroll of less than $30M, 80% have a merit rate.

While any district can take comfort in a reduction from the base rate, the real issue that should concern every district is why the base rate is where it is, and not whether or not the district has a merit rate. In 2006, it is anticipated that the base rate will increase by 5% to 10%. Some districts will still receive a reduction in their assessment rate but the costs of every district will increase.

In the last two years, school districts have experienced a slight downturn in WCB costs. However, the strength of that trend would appear to be fragile, not only in our rate group where costs now appear to be increasing, but in other employment sectors as well.

About five years ago, the WCB in Alberta introduced a program to encourage industry there to reduce the base assessment rate rather than concentrating on a favourable experience rate. The program was designed around transferring to employers some responsibilities related to compliance with health and safety regulations coupled with claims cost reduction targets. The BC WCB is now considering a similar program. The WCB has provided a grant of $10,000 to school districts, on application by the BC Schools Safety Association, to develop a program based on the Alberta model but modified to reflect our provincial legislation and the needs of school districts. Participation by districts would be a district decision.

In general terms, if school districts proceed with this initiative, the program would contain four components: focus on compliance with the Occupational Health and Safety Regulation as it relates to the safety program requirements; implementation of an early return to work program and providing accommodation to employees with permanent injuries; achievement of a reduction in claims cost experience from prior years; and a focus on achieving a claims cost experience below the average of all districts. In Alberta, the financial incentives can be as high as a 20% reduction from the base rate when all components are realized. Some savings can be achieved even though not all components have been met.

Another interesting feature of this incentive program is that a reduction in the base rate can be earned before actual savings from claims costs are realized. Once the components dealing with health and safety legislation and return to work/accommodation have been put in place, the employer is eligible for a reduction in the assessment rate. The determination as to whether or not this has been done does not rest with the WCB but with the employers. The WCB reviews the standard, not the firm. A side benefit may be reduced enforcement attention from the WCB. Employers meeting this standard are awarded a Certificate of Recognition and this status is frequently used by Alberta companies as a marketing tool.

Currently, the BC School District Secretary-Treasurers' Association has indicated support and agreement to discuss the issues related to costing of the program and establishing a benefit structure that will motivate larger school districts but also enable smaller districts to adequately resource the program. The BC School Safety Association has also indicated support and will be actively involved in considering elements related to safety program structure and the return to work/accommodation component.

When will all this reach a point where districts can make a decision on participation? The application for funding will be completed this school year. Assuming the application is approved, work will begin in September with a tentative target date for completion in March 2006. At that point, districts would able to review the program, make a decision on whether or not to participate and, if participating, apply for some reduction in their assessment rate.

For further information, please contact John Bonnet at 604.730.4514 or johnb@bcpsea.bc.ca.

The Organization of Work and Custodial Injuries

In school districts, custodians represent about 10 to 15% of the workforce. However, even a casual examination of injury or absentee data reveals that this group of employees is overrepresented in both areas.

One set of data provided by the WCB indicated that custodians account for 50% of all injuries and 60% of all compensation costs in school districts.

Considering all types of employment in BC school districts, the average risk of injury is 2:1. This is simply a ratio that indicates the number of injuries among 100 full time employees each year. Another way this ratio can be expressed is in terms of how many years a person can expect to work without injury: almost 50 years in school districts. This low rate of injury explains why school districts have the benefit of a WCB assessment rate that is about 30% of what all industry pays. However, the data also show that school districts could halve the assessment rate by eliminating custodial injuries. In fact, the assessment rate in community colleges and universities is less than 50% of that paid by school districts. With only a few exceptions, colleges and universities contract out custodial services. Consequently, the cost of injuries is not charged to the institution but to the firm who has won the cleaning contract. However we consider the issue of custodial injuries, it becomes apparent that relative to other occupations in school districts, custodians represent high risk employment. The risk of injury among custodians is about three to four times higher than other occupations. While eliminating injuries entirely among this group is not feasible, changes can be made that can significantly contribute to a reduction in the number of injuries.

For facilities and operations management, the custodial area demands a lot of time and attention. High injury rates bring with them a need to hire, orient, and place replacement workers, attend to administrative issues surrounding WCB requirements in reporting accidents, investigate accidents, manage the claim, facilitate return to work arrangements, and communicate with schools and staff. Other reasons that demand time be spent

in this area are related to structural, organization and, again, regulatory issues.

Custodial work assignments are frequently based on some assumptions of the capacity of a single worker. Each custodian is typically assigned an area. Some areas can be considered more desirable than other areas. When this happens, allocating space to individual custodians can be subject to labour relations and collective agreement considerations. Work assignments based on area become individual positions, and create a sense of ownership limiting communications with other workers. It is not unusual to find that in large schools, several custodians work in the same building but have no contact with each other during their shift.

This style of organization – each worker working on their own – attracts the attention of "the regulators," be they WCB or other government agency inspectors. In BC, there are regulations that apply specifically to lone workers and regulations that call for greater attention to the work being done by lone workers. Regulations on lone workers will limit the tasks that can be undertaken and require extensive attention to communication issues.

Training in violence prevention can also be a critical issue. Some years ago, a review of WCB claims that were attributed to violent incidents showed that custodians were the most likely group to encounter the most violent incidents. The review found that custodians were the group to most likely encounter group violence as well as serious and wilful criminal activity in their school. In BC, regulations on violence prevention will identify custodians as a group requiring training and, in some cases, changes to both the building facility and how the work is done.

A third regulatory area that presents significant challenges to employers is the issue of ergonomics. The regulations in BC require that the employer have in place a formal program to identify and reduce risks of "activity related soft tissue disorders." This kind of injury can include bursitis, tendonitis, tenosynovitis, epicondylitis, carpal tunnel syndrome, and just plain old sprains and strains to almost any part of the body including the back. In another study of custodian WCB claims, it was found that 60% of all custodial claims can be broadly assigned to this category of injury. The regulations require the employer to assess the magnitude of the physical effort required to perform a task, the amount of time it takes to perform the task, and the duration of the work involving the previous two factors. The ability to perform this kind of assessment, and then develop appropriate remedial measures with any effectiveness, is a skill difficult to acquire and time intensive to complete.

In 2003, the BC School Safety Association, with some assistance from Industry and Labour Services personnel at the WCB, decided to investigate the high number of injuries among custodians to determine what could be done to improve the chances of a custodian going home healthy at night. Working with two professors (specialists in ergonomics and epidemiology) from the University of BC, representatives from school districts and the WCB met and, over the course of several months, found that how the work is organized is perhaps the single most important issue behind the present high injury rate. This expert found that when school districts were able to design work in a team format, the injury experience almost always declined dramatically. However, this decline was not experienced in every instance.

In examining these different results, the panel was able to conclude that a changeover to team work must be supported with worker involvement, some training in ergonomics, and support for sickness and vacation time. Where this was done, the district experienced:

- fewer WCB claims
- improved morale among workers
- reduced absenteeism for all reasons
- improvements in work methods from a sharing of knowledge
- an increase in quality standards leading to improved relations with school staff.

Another gain was reduced energy costs from the new ability to close schools that had no summer activity. Another advantage, difficult to quantify, was the replacement of an interventionist style of supervision with a more supportive, consistent style that is less likely to raise labour relations issues.

The panel found that school districts making the change to team work need to:

- explain to employees the reasons for the change
- involve the employees in the change process
- carefully consider the most effective size of the work crew
- select crew leaders who will be supportive of the change
- consider ramifications to the collective agreement and whether change is required
- provide basic training in ergonomics and team work dynamics
- allow for time to organize the work
- compensate for absenteeism and vacation time in the work crews
- gather critical data to measure improvements in absenteeism and standards, and
- periodically debrief with the workers to assess success and recognize problems.

While these changes require planning and resources, these additions will be more than offset by reductions in time spent on regulatory issues and the decreases in injuries.

The complete report can be found at http://www.bcpsea.bc.ca/public/publications/ohsissues/expertpanel1.pdf

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Employee Misconduct: Physical and Sexual Assaults, Human Rights Complaints, etc.

One area where the roles of the school district and the SPP may appear to conflict is employee misconduct. Where there is an allegation of employee misconduct causing harm to another employee or student, the school district is generally required to conduct a disciplinary investigation into the matter. A concern arises because the investigation may also be used against the school district if a legal action is then commenced against the school district and involves employees. It is important to promptly liaise with the SPP when alleged employee misconduct incidents arise that have the potential to lead to litigation. In some cases, the SPP may be able to help the school district meet its internal needs while reducing the potential for prejudicing the position of the school district in later litigation. By liaising with the SPP prior to launching an internal investigation in such cases, the school district can ensure that any planned steps will not breach the terms of the SPP agreement.

Admissions of Liability

In addition to the requirement that the district promptly notify the SPP of any events likely to give rise to a claim, it is also a condition of coverage that the school district shall not, except at its own cost, voluntarily assume any liability. In practical terms, this means that when an accident occurs the district should avoid making any statements or taking any actions that could later be interpreted by a court as an admission of liability, or which may prejudice the ability of the SPP to successfully defend a legal action. If such admissions are made, the district may find itself without coverage. In some cases when an incident has occurred, an apology may be appropriate. Be sure to discuss planned apologies with SPP to see how they can best be offered to avoid prejudicing the school district.

SPP: Risk Management Expertise, Advice and Assistance

The SPP is much more than an "insurance" program. It is a support organization for school districts. On staff are risk management consultants and lawyers with the expertise to assist school districts in handling complex and difficult situations. If school district personnel find themselves in situations where the SPP could be of service, they are encouraged to contact the SPP at the first opportunity.

Not every loss or activity is covered. For more information on coverage or for information on whether assistance may be offered in any particular case, please contact the Schools Protection Program Claims Department at 250.952.0836 or contact the school district's Secretary Treasurer.

Essential services/BCTF disciplinary action

In January 2002, drama teacher Richard Tessler continued to conduct evening dress rehearsals and performances pursuant to the Labour Relations Board (LRB) Order (continuance of activities that are a required component of a curriculum for which marks are provided or credit is given), but contrary to a BCTF directive.

In November 2002, the BCTF disciplined Mr. Tessler: a written reprimand; a one year suspension of the right to hold union office; a $1,000 fine; and publication of the findings and penalties in *Teacher* magazine.

Mr. Tessler appealed the BCTF decision. In June 2003, the BCTF issued a written reprimand and a fine of $298.19. Mr. Tessler filed a complaint with the LRB. In responding to Mr. Tessler's complaint, the BCTF filed an unfair labour practice complaint alleging that BCPSEA and the school district encouraged Mr. Tessler's action as part of a strategy against the BCTF. On January 17, 2005, Vice-Chair Bud Gallagher quashed the decision of the BCTF Hearing and Appeal Panel and concluded:

- Evening drama performances, which were assigned to students for marks, had to be continued under the LRB's essential service order.
- The BCTF was wrong in its assessment that teachers had to change curricular activities assigned outside of instructional hours.
- The BCTF was to issue a letter rescinding the June 2003 letter of reprimand.
- The BCTF was to publish in the next edition of *Teacher* a full retraction of all articles and comments published in relation to the internal complaint against Tessler.
- The BCTF's unfair labour practice complaint was dismissed on the basis that it was not supported by any evidence.

BCPSEA Reference No. LB-01-2005.pdf

Class size arbitrability

In January 2002, class size was removed from the collective agreement and the collective bargaining process, and set by statute in the *School Act* and the *Class Size Regulation*.

In November 2002, the BCTF filed a policy grievance alleging violations of those statutes, which was referred to Arbitrator Don Munroe. Arbitrator Munroe first dealt with the issue of arbitrability. He found that the matter was not arbitrable and dismissed the grievance, saying:

"An arbitral finding that the legislative provisions on class size are implicit in teachers' collective agreements, thus implying back into those collective agreements provisions of a kind earlier stripped from the agreements by legislative warrant, and legislatively declared not permissibly included now or in the future in teachers' collective agreements, would directly collide with the clearly-stated intention of the Legislative Assembly, and for that reason would be incorrect in adjudicative principle."

The BCTF appealed the decision in the Court of Appeal. On February 18, 2005, the Court issued its judgment, setting aside the arbitrator's award and determining that an arbitrator has jurisdiction to determine whether there has been a violation of the *School Act* or the *Class Size Regulation*:

"It is significant that the subject of class sizes was negotiated in collective bargaining between teachers and school boards before the 2002 legislation and was clearly, in the past, regarded by the parties as a term or condition of employment. The fact that the subject of class sizes can no longer be negotiated nor have any place in the collective agreement of the parties does not make that subject any less a term or condition that affects the employment relationship….

I believe that a flexible and contextual approach to the position that should be adopted by an arbitrator on the application of a statutory provision to the interpretation, operation, and application of a collective agreement, and to an alleged violation, does

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Freedom of speech

In April 2005, the BC Court of Appeal heard two matters as outlined below regarding teachers' freedom of speech. The matters were heard by the same panel of judges on consecutive days.

- BCPSEA's appeal of Arbitrator Munroe's decision in which he decided that by directing teachers not to distribute political information during parent-teacher interviews and posting political information on public bulletin boards within schools, school boards had violated teachers' freedom of expression as guaranteed by section 2(b) of the *Charter of Rights and Freedoms* and that such actions were not saved by section 1 of the *Charter*.
- The appeal of Christopher Kempling, a teacher in SD No. 28 (Quesnel), of a decision by the Supreme Court of BC which upheld a decision by the BC College of Teachers (BCCT) to discipline Mr. Kempling for publishing articles in a local newspaper expressing his view of homosexuality (associated with immorality, abnormality, perversion and promiscuity).

The Court of Appeal issued its decision on the Kempling matter on June 13, 2005. The Court Registry does not indicate a date when we can expect the decision on the Munroe arbitration.

The Court dismissed Mr. Kempling's appeal, concluding that the Supreme Court judge "made no error in his assessment that the disciplinary action of the BCCT in this case was demonstrably justified under s.1 of the *Charter*." The Court found that Mr. Kempling's rights of freedom of expression protected by the *Charter* (section 2.b) had been violated but this infringement could be demonstrably justified in a free and democratic society (section 1). The Court determined that Mr. Kempling's statements were "inherently harmful, not only because they deny access, but because in doing so they have damaged the integrity of the school system as a whole." The Court said:

"*Mr. Kempling can remain a BCCT member and continue while off duty to express his views on homosexuality by way of reasoned discourse befitting a teacher and counsellor. What he cannot do is to advance such views in a discriminatory manner that will be seen publicly to be those of a teacher and counsellor in the public school system. While I recognize that Mr. Kempling's prominence as a teacher in what is a relatively small community may of itself confine his ability to express his views on homosexuality regardless of whether he makes mention of the fact that he is a teacher, the deleterious effects of the infringement are, nonetheless, relatively limited when compared to the salutary effects; namely, restoring the integrity of the school system and removing any obstacles preventing access for students to a tolerant school environment.*"

Reference no. CD-04-2005.

If you have questions on this or any other decision, please contact your BCPSEA district liaison.
If you would like a copy of the Court's decision please email lyndak@bcpsea.bc.ca.

BCTF/BCPSEA: Definition of Strike in the *Labour Relations Code*

The Labour Relations Board's decision regarding the constitutionality of the definition of strike in the *Labour Relations Code* was reported in the January 2005 *Grievance and Arbitration Update* (No. 2005-01). The BCTF filed an appeal of that decision with the BC Supreme Court on February 15, 2005.

Support Staff Collective Bargaining Update

As of June 1, 2005, 25 out of 69 collective agreement settlements have been reached in school districts around the province.

To date, all settlements have been three year agreements with no wage adjustments. Some districts have included a wage re-opener provision in the third year of the agreement in the event the PSEC compensation mandate changes.

During preparations for this round of bargaining, school boards identified the rising cost of health and welfare benefits as a concern and priority for this round of negotiations. Two districts were successful in negotiating changes to the benefit plans themselves. Most districts negotiated a Benefits Review Committee to engage the union in discussions and to identify possible areas for savings. In some settlements, those savings would be passed on to the employees in the form of a wage increase and in others the discussions would serve as a foundation for possible negotiated changes in the next round of negotiations.

As we approach the end of the school year and enter into what should be the final year of the agreement, it is expected that districts will be concluding their negotiations for this round, as preparations for the next round will commence later this year.

For a complete listing of support staff settlement summaries and the memoranda, visit the BCPSEA public website at the following link:

http://www.bcpsea.bc.ca/public/publications/ssbbulletin.html

Pay Equity Funding

In a Letter of Agreement between the Ministry of Education, CUPE and BCPSEA, the Ministry has committed to funding approved targeted pay equity wage rates by Fall 2005 and to maintain pay equity funding in future. Funding to individual districts with initially approved pay equity plans will be based on information provided by those districts as at April 2005.

The total additional pay equity funding to be provided by the Ministry is $18.2 million per year, which will bring the total annual pay equity funding to $50.9 million for the K-12 sector.

A copy of the Letter of Agreement is available on the BCPSEA support staff issues members only website.

Lawsuit – Government Funded Long Term Disability for Support Staff

During the Accord discussions on a benefits trust, the provincial government of the day committed $11.8 million annually to fund a long term disability plan for support staff. Given the provincial nature of Accords, government advised that the $11.8 million was for all support staff, whether members of CUPE or another union. Agreement on a final Accord was not reached and the matter of a benefits trust was referred to the Industrial Inquiry Commission #2 (IIC #2), consisting of Vince Ready and Irene Holden, under the Public Education Support Staff Collective Bargaining Assistance Act (Bill 7).

The IIC #2 reports mandated the Bill 7 districts and CUPE locals to participate in a benefits trust. The provincial government subsequently confirmed that the $11.8 million funding was for all support staff, not just those in the Bill 7 districts. The Bill 7 CUPE locals initiated a court challenge claiming that in discussions between their representatives and the government's Chief Accord Negotiator, Tony Penikett, the $11.8 million was promised for the Bill 7 support staff only.

As a result of the lawsuit, the Benefits Trust Agreement included a provision that a portion of the $11.8 million, representative of the non-Bill 7 districts, would be set aside until this issue was resolved or, if not resolved, then returned to government.

With the assistance of Mediator Vince Ready, the government and the Bill 7 CUPE locals reached

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Isn't that bad faith bargaining?

A measure of rhetoric often accompanies the collective bargaining process. In a politically charged round of bargaining, someone invariably makes the claim whether at the bargaining table, to their members, or in a press release, that the other party is bargaining in bad faith or is not bargaining in good faith.

Such a claim may even make its way to the Labour Relations Board (LRB). Sometimes the claim has merit, sometimes it's made for strategic or public relations reasons.

But what is the duty to bargain and what constitutes "bad" or "good" faith bargaining?

The Duty to Bargain

The duty to bargain is the obligation under the *Labour Relations Code* (the Code) to recognize the other party as the legitimate representative of their members, to meet and engage in rational discussion on the matters at issue, and to bargain with an intention to enter into a collective agreement.

Section 47 *Collective bargaining* of the Code imposes an obligation on the employer and the union to meet within 10 days of giving notice to bargain. The duty on the parties is to "bargain in good faith" and to "make every reasonable effort to reach a collective agreement or a renewal or revision of it."

While charges and press releases concerning bargaining in bad faith or the failure to bargain in good faith capture the headlines, it is important to look beyond the charge to the actual bargaining circumstance.

So what if the other party won't disclose issues, attempts to go around the bargaining agent, tables proposals that are not within the scope of bargaining or simply refuses to table or discuss issues? Is that bargaining in bad faith?

Elements of the Duty

Disclosure of Information

The LRB has held that the duty to disclose information in collective bargaining is related to the goal of full and informed discussion during the bargaining process:

> Negotiation nourished by full and informal discussion stands a better chance of bringing forth the fruit of collective bargaining agreement than negotiation based on ignorance or deception.
>
> *Noranda Metal Industries Limited*, BCLRB No. 151/74

An employer's duty to disclose information related to bargaining generally falls into two categories:

1. Information requested by the union prior to bargaining and information related to bargaining proposals.
2. Information about upcoming changes such as relocations, contracting out, or major lay-offs.

How Bargaining is Conducted

The LRB has ruled on how parties are conducting negotiations. Are they surface bargaining or engaged in hard bargaining? Surface bargaining, which involves "going through the motions" of negotiations without an intention of actually concluding a collective agreement, constitutes bargaining in bad faith.

Hard bargaining, in contrast, is not prohibited by the *Code*. Hard bargaining has been defined as taking an uncompromising position on the issue, while genuinely seeking an agreement.[1] The employer is not obliged to agree to the collective agreement that is being sought by the union. It is not a violation of the *Code* for the parties to bargain in their own self interest, and to utilize whatever economic sanctions (e.g., strikes or lockouts) that they may have at their disposal in the pursuit of an agreement that meets their interests.

A determination as to whether a party is engaging in prohibited *surface bargaining* or permitted *hard bargaining* requires an analysis of a party's subjective intent, taking into consideration all the circumstances, including the bargaining process in its totality, and any other relevant history between the parties.

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1. *Kelowna Daily Courier*, BCLRB No. B363/2000

Report on exempt staff total compensation

BCPSEA distributed the most recent *Report on Total Compensation Paid to Exempt Employees* to school board Secretary Treasurers in February.

Produced for BCPSEA by Western Compensation & Benefits Consultants, the report is the result of the third sector-wide survey (snapshot date July 1, 2004) of compensation paid to exempt benchmark positions in BC, Alberta and Ontario school districts.

The report is helpful to districts as an information and planning tool for exempt staff compensation administration purposes, and should be utilized in conjunction with BCPSEA's plan for managing exempt staff compensation in the K-12 sector (BCPSEA Policy 95-06, *Compensation and Employment Standards for School District Employees Not Subject to a Collective Agreement*).

BCPSEA Policy 95-06 incorporates the compensation mandates established by PSEC ("Compensation Mandates adopted by PSEC from time to time are the official policy of BCPSEA"). The current compensation mandate, which applies across all employee groups in the public sector, is net 0% through 2005-2006. The compensation mandate does provide, however, that where there are critical skills shortages, or where other legitimate labour market issues such as recruitment, retention and/or compression can be demonstrated, targeted compensation increases within the approved sectoral compensation plan may be considered by the employers' association.

In that context, if a board believes that an increase to any element of the compensation package for an exempt staff position is warranted due to legitimate recruitment, retention, and/or compression issues, then the district may make a submission to BCPSEA for consideration of the increase.

BCPSEA is also analyzing the survey results in the context of reviewing the salary ranges for the positions of Superintendent and Secretary Treasurer as appended to Policy 95-06. It should be noted that the compensation ranges remain in effect until changes, if any, are approved by the Minister of Finance. BCPSEA intends to present a proposal to the minister at the earliest opportunity.

If you have any questions about the report or about exempt staff compensation administration, please contact Deborah Stewart at 604.730.4506 or deborahs@bcpsea.bc.ca.

Municipal pension plan contribution rate increase

In 2004, the Municipal Pension Plan Board of Trustees announced that a contribution rate increase would be required in 2005.

This increase is required because the last valuation as at December 31, 2003 found that the Municipal Pension Plan's basic account has an unfunded liability for basic pension benefits of $789 million.

This means that there is less money in the plan than is needed to meet the promise of basic pension benefits made to plan members. This unfunded liability is primarily a result of investment returns below the actuary's assumed rate and changes in the assumptions used by the actuary.

The *Joint Trust Agreement* states that the fund cannot carry an unfunded liability, so the Board of Trustees must increase contribution rates by 1.98% of salary to be split equally between the member and employer. The new rates will increase by 0.99% of salary for plan members and 0.99% of salary for plan employers effective July 1, 2005.

Benefits Buying Group Extended Health Care Benefit Premium Holiday

Implemented in 1997, the BCPSEA Benefits Buying Group (BBG) has now grown to 33 participating school districts providing benefits for almost 28,000 employees and annual premiums of $58 million.

A district participating in the BBG has the option of either self insuring, which means that any risk of deficit or surplus rests with the district, or joining the BBG insured pool, which means that the risk rests with the BBG.

Generally, larger districts self insure because the number of employees involved makes claims experience more predictable. Smaller districts on the other hand, having fewer employees, are more susceptible to greater volatility in claims experience and are less able to handle the large fluctuations in premium costs that can result.

For those districts that participate in the BBG insured pool, the BBG sets benefits premiums based on the experience of all districts in the pool, with partial recognition of the individual district's experience. Because BCPSEA does not "profit" from the BBG, a surplus in the BBG insured pool can be returned to the districts participating in the pool. Until this year, sufficient surplus had not accumulated in this regard. This year, however, the BBG pool was able to return a surplus in the extended health care benefit account to districts participating in the BBG insured pool in the form of a two month premium holiday for the extended health care benefit: i.e., there were sufficient surplus funds available to pay the extended health care benefit premiums for two months. To be eligible, a district must have participated in the BBG pool extended health care benefit for at least one year as of January 1, 2005. In bottom line terms, the two month premium holiday equates to a savings of $4,000 for the smallest participating district and just over $200,000 for the largest.

Districts that self insure under the BBG have access to an accumulated surplus in their account at any time and therefore would not participate in the premium holiday.

Those districts too small to self insure, were they to purchase their benefits coverage other than through the BBG, would likely not receive a premium holiday or return of surplus. Instead, the benefits carrier would probably keep the surplus as profit although good claims experience may impact on subsequent years' premium costs.

If you have any questions about the Benefits Buying Group, please contact Joe Strain at 604.730.4507 or joes@bcpsea.bc.ca.

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Tabling Proposals

The duty to bargain in good faith generally requires that the parties table comprehensive proposals early in the bargaining process. The parties then move forward to establish the areas of agreement and disagreement in order to finally narrow the issues toward the conclusion of a collective agreement.

In a leading case,[2] one labour relations board found that it is a general expectation that the parties put all their cards on the table at an early stage in the proceedings. Refusing to table comprehensive proposals prior to serving strike or lockout notice would constitute a failure to bargain in good faith.

Section 59 *Strikes and lockouts prohibited before bargaining and vote* of the Code prohibits the taking of strike or lockout votes until the parties have bargained collectively. In an application filed by BCPSEA, the LRB held that "bargaining collectively" for the purposes of this provision means that the parties must have exchanged proposals and must have had some discussion on all the key issues in dispute.[3]

A party may be found to have bargained in bad faith if it suddenly surprises the other party with

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2. *Citic B.C. Inc.*, BCIRC C170/91 (reconsideration of BCIRC No. C134/91)
3. *B.C. Public School Employers' Association*, BCLRB No. B2i7/2000, upheld at B330/2000

Labour relations symposium

Mark your calendars!

The fourth annual BCPSEA Labour Relations Symposium will be held October 26-28, 2005, at the Marriott Vancouver Pinnacle Hotel in Vancouver.

This year we will be offering a pre-Symposium workshop – an **all-day** practitioners' working session on **Succession Planning**. The workshop is designed to be a highly interactive session; participants will also take away materials to assist in the development and implementation of a succession plan for employee groups in their district.

Participants at this all-day session will then be invited to attend a **follow-up workshop** to be held in conjunction with BCPSEA's Annual General Meeting in January 2006, where they will review work completed on their plans to date, discuss issues and challenges, and leave with renewed focus to complete their plans.

The agenda for this workshop as well as the entire Symposium, will be provided in early September – watch for details on BCPSEA's public website (www.bcpsea.bc.ca) under "Events."

So long ... with thanks

A significant change to BCPSEA is the retirement, effective June 30, 2005, of Dan Peebles.

Dan joined BCPSEA in August 1994, seconded from the Langley school district where he was Principal of Langley Secondary. Dan provided the educator's voice on the first, and all subsequent, teacher bargaining teams. Dan eventually moved into the role of Employee Relations Specialist, providing labour relations advice and assistance to a group of school districts and becoming a subject matter expert on the harassment provisions in the provincial collective agreement between the BCTF and BCPSEA. During this time he has been a respected, dedicated voice on the provincial labour relations scene in the K-12 public education sector. Dan's integrity, sense of humour, and thoughtful, thought-provoking commentary will be greatly missed by his friends and colleagues in the sector. His BCPSEA colleagues will particularly miss the many walks and runs – and Dan's role as the BCPSEA Sun Run Team Captain will be hard shoes to fill!

On behalf of the staff and Board of Directors, we wish Dan a long, happy, healthy retirement and extend our sincere thanks for his many contributions.

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not depend on an "incorporation" of the statutory provision in the collective agreement but rather on whether there is a real contextual connection between the statute and the collective agreement such that a violation of the statute gives rise, in the context, to a violation of the provisions of the collective agreement, often, but not exclusively a violation of the right expressed or implied in the collective agreement to set principles for management of the workforce in accordance with the laws of the Province. In short, the collective agreement must be interpreted in the light of the statutory breach."

The BCPSEA Board of Directors directed that leave be sought from the Supreme Court of Canada to appeal the BC Court of Appeal decision.

BCPSEA Reference No. CD-01-2005.pdf

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agreement on January 20, 2005 that the $11.8 million is only for the Bill 7 support staff.

The Public Education Benefits Trust will now have to decide, with the assistance of actuaries, on how to allocate the portion of the $11.8 million which is now available for Bill 7 support staff.

If you have any questions in this regard please contact Joe Strain at 604.730.4507 or joes@bcpsea.bc.ca.

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new proposals mid-way through bargaining, particularly where there is no valid rationale for the sudden change of position. However, there are circumstances in which a party may withdraw former proposals and table new proposals without contravening the Code. For example, where the union is on notice that due to changing economic circumstances the employer's proposals are subject to change, the employer may not be precluded from tabling different or lesser proposals in a later stage of bargaining.

The LRB does not as a general rule interfere with the content of proposals put forward in bargaining. The parties are deemed to be in the best position to arrive at a collective agreement that meets their needs. The LRB's policy is to encourage the parties to negotiate, rather than litigating over the content of bargaining proposals. In its leading case on the scope of the duty to bargain in good faith, the LRB set out its general approach as follows:

It would be inconsistent with the fundamental policy of the Code — the fostering of free collective bargaining — for the Board to evaluate the substantive positions of each party, to decide which is the more reasonable, and then to find the other party to be committing an unfair labour practice for not moving in that direction. That interpretation of s. 6 would amount to compulsory arbitration in disguise, and without the restrictions carefully placed around s. 70. The theory of the Code is that each side in collective bargaining is entitled to adopt the contract proposals which are in its own interest, to stick firmly to its bargaining positions, and then to rely on its economic strength in a strike to force the other side to make the concessions.[4]

What is tabled

However, there are situations in which proposals will contravene the duty to bargain in good faith, and where the LRB will intervene. These exceptions are:

- Proposals that are illegal in themselves (e.g., proposals that violate human rights legislation or are outside the scope of bargaining)
- Proposals that are permissible for negotiation but which by statute may not be taken to impasse.
- Proposals or actions concerning the process of bargaining. For example, proposals that would expand the scope of the union's certification, or would prohibit an employer from exercising its right to communicate under the Code may not be taken to impasse. In a K-12 public education case, a union's insistence on a bargaining protocol that included a prohibition on the employer communicating with its employees about negotiations was held to violate the duty to bargain in good faith.[5] The union had tabled a proposal that principals and vice-principals could not speak directly with employees about matters pertaining to negotiations.
- Proposals regarding the format of bargaining may not be taken to impasse. The parties are required to engage in substantive bargaining. A party may not refuse to bargain in response to the other party's refusal to agree to issues of format in bargaining.

While charges and press releases concerning bargaining in bad faith or the failure to bargain in good faith capture the headlines, it is important to look beyond the charge to the actual bargaining circumstance. What is a challenging round of bargaining requires focus and good faith by both the union and employer bargaining committees to achieve an agreement. An absence of rhetoric is helpful, too!

For more information on bargaining in good faith, please contact Hugh Finlayson at hughf@bcpsea.bc.ca or 604.730.4515.

4. *Noranda Metal Industries Limited*, BCLRB No. 151/74
5. *Board of School Trustees of School District No. 44 (North Vancouver)*, BCIRC No. C200/92

Our Mission is to develop and maintain human resource practices that maximize the benefit for students in our public education system through the effective use of resources and fair terms of employment.

British Columbia
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