

This e-mail was sent to Trustee Representatives, Board Chairs, Superintendents, Secretary Treasurers, HR Contacts

April 30, 2014

As you are aware, the BCTF began its "Stage 1" strike action last week and has withdrawn from a variety of prescribed duties across the province. The union took this strike action in order to put pressure on BCPSEA, school districts, and the provincial government to push us collectively towards the union's position.

There has been no recent progress at the bargaining table and no indication from the union that it is willing to significantly compromise on any of its current demands.

There is a clear settlement pattern in the BC public sector. The pattern was established through hard bargaining by major unions, resulting in collective agreements covering nearly 72,000 union members. BCPSEA has tabled positions, and amended positions, that demonstrate willingness to negotiate a fair agreement for BC teachers. At the same time, the agreement must be fair to other public sector employees and affordable for BC taxpayers. The lack of any significant movement by the BCTF has hampered meaningful bargaining.

In order to put corresponding pressure on the BCTF, and to move the union toward a zone of reasonable agreement, at the bargaining table today BCPSEA provided the attached letter to the BCTF, advising that we are taking the following action:

1. Transfer of the Cost of Benefit Premiums to the BCTF

BCPSEA will use the provisions of section 62 of the *Labour Relations Code* to require the transfer to the BCTF the premium costs of benefits. In advance of the due date of the premium costs payable for June benefit coverage, BCPSEA requires the BCTF to pay the employers' cost of all health and welfare benefits, with the following exceptions: the employers will continue to pay the premium costs for the life insurance and accidental death and dismemberment plans.

The following qualification is very important. Despite the foregoing, BCPSEA will return to the union an amount equal to this payment under the following circumstances:

1. the parties conclude a tentative agreement, and the agreement is ratified by the union, by the end of June 2014; and
2. the union does not move beyond its "Stage 2" into a full work stoppage, or otherwise cause a serious and immediate disruption of educational services.

2. Cancellation of the June Administrative Day

Failing the conclusion of a tentative agreement before the June 27 administrative day, the administrative day is cancelled and teachers will not be paid for that day. If an agreement is achieved before the administrative day, it will go ahead as a paid day.

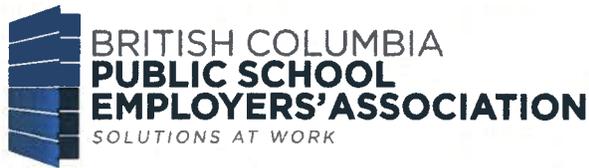
A full overview of this significant step in the bargaining process will be provided during the BCPSEA Regional Meetings beginning Thursday. Thank you for your continued support of our bargaining team as we work toward achieving a negotiated settlement.

MIKE ROBERTS – interim CEO

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April 30, 2014

Jim Iker
President
BC Teachers' Federation
100 - 550 West 6th Avenue
Vancouver, BC V5Z 4P2

Greetings,

There is now a very clear settlement pattern in the B.C. public sector. The pattern was established through hard bargaining by major unions, resulting in collective agreements covering nearly 72,000 union members (including settlements involving professional employees such as post-secondary educators). The pattern reflects the mandate of the Public Sector Employers' Council and the government's responsibility to control public spending and maintain a balanced provincial budget.

At the bargaining table, you have barely moved from your opening position on monetary matters. With respect to increases in wages and benefits for your members, your current proposal is not just *somewhat* above the pattern – it is *several times* the annual rate of increases in the pattern agreements (6.0 per cent per year proposed by the BCTF, versus less than 1.6 per cent in the pattern settlements). When we point this out at the table, you reply simply that the pattern is irrelevant to you.

BCPSEA has tabled positions that demonstrate our willingness to negotiate a fair agreement for teachers. However, this agreement must also be fair to other public sector employees and affordable for B.C. taxpayers. The absence of any significant movement from the BCTF's opening monetary position makes it impossible to engage in meaningful bargaining. Once again, we urge you to reconsider your insistence on seeking increases far above the settlement pattern of the other public sector unions.

You have indicated to us and to the media that the purpose of a strike, including the disruptions from the union's "stage 1" strike activity, is to apply pressure on both sides in order to motivate them to find a solution to their outstanding differences. We agree with you that this is the classic role of a strike in our collective bargaining system.

If there is to be pressure on both sides to achieve a negotiated settlement, BCPSEA must respond in a thoughtful and measured way with corresponding pressure on the BCTF. In the interest of encouraging progress at the table, BCPSEA has structured its responses in a manner where the union can avoid the impacts if an agreement is reached by the end of June.

BCPSEA's response is as follows:

1. Transfer of the Cost of Benefit Premiums to the BCTF

This is further to my letter of March 28, 2014, in which I notified you that BCPSEA would use the provisions of section 62 of the *Labour Relations Code* to require the transfer to the BCTF the premium costs of benefits. We are activating our position on the transfer of benefit costs as follows:

In advance of the due date of the premium costs payable for *June* benefit coverage, BCPSEA requires the BCTF to pay the employers' cost of all health and welfare benefits, with the following exceptions: the employers will continue to pay the premium costs for the life insurance and accidental death and dismemberment plans.

Please take this as our formal notice to the BCTF. We will ensure that you are informed of the amount of the invoice well in advance of the date by which payment will be required.

There are local provisions covering six school districts that require either the union members or the local union to pay the cost of benefits in the event of a strike. Unless we hear otherwise from the BCTF, the invoice will include the cost for all districts.

The following qualification is very important. Despite the foregoing, BCPSEA will return to the union an amount equal to this payment under the following circumstances: (1) the parties conclude a tentative agreement, and the agreement is ratified by the union, by the end of June 2014; and (2) the union does not move beyond its "stage 2" into a full work stoppage, or otherwise cause a serious and immediate disruption of educational services.

2. Cancellation of the June Administrative Day

Failing the conclusion of a tentative agreement before the June 27 administrative day, teachers will not be paid for the day and will not be required to come to work. If an agreement is achieved before the administrative day, it will go ahead as a paid day.

We believe that these are reasonable and responsible measures in response to the BCTF's strike and have been designed specifically to encourage an agreement before the end of the current school year. While we hope these will be sufficient to the task, this does not preclude additional measured responses depending on progress at the bargaining table or in response to escalating strike activity by the union.

Regards,



Peter Cameron
On behalf of the BCPSEA Bargaining Committee