

Newfoundland and Labrador Teachers' Association

JOB ACTION POLICY HANDBOOK

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I. INTRODUCTION

A. PREAMBLE

The Teachers' Collective Bargaining Act (the Act), outlines under Section 31 conditions precedent to certain actions, namely, with reference to the Association, the sequence of events which must transpire before a job action can be implemented. This Handbook is a statement of policies and procedures to be followed in the preparation for and during a job action. Specific information concerning such things as amount of job action assistance, various financial matters and make-up of Provincial Committees will be circulated in a supplement to this Policy.

B. THE TEACHERS COLLECTIVE BARGAINING ACT

1. Prerequisite of Job Action

Section 31(1) of the Act states in part:

"...the Association shall not take a strike vote or authorize or participate in the taking of a vote or declare or authorize a strike of the teachers or other persons in the unit, and a teacher or other person in the unit shall not strike, and a school board, or the government of the province, shall not declare or cause a lockout of the teachers or other person in the unit

- (a) until a conciliation board has been appointed under Section 14 and seven days have elapsed from the date on which both parties have informed the minister whether or not they have accepted the report of that board ... ;
- (b) during arbitration proceedings held under this Act and during the period the decision or award arising from the proceedings remains in effect; and
- (c) during the term of a collective agreement".

2. Offence

Section 31(7) states:

"A person who contravenes this section commits an offence under this Act and each day's continuance of the contravention constitutes a separate offence".

3. Penalty

Section 38 states:

"A school board, association, bargaining agent or person who is guilty of an offence under this Act is liable upon summary conviction,

- (a) if a natural person*, to a fine not exceeding two hundred dollars; or
- (b) in other cases, to a fine not exceeding one thousand dollars".

* *Individual Teacher*

C. SCOPE OF ACTION

Any job action shall be of a scope and duration to be determined by the Provincial Executive Council; this stipulation includes reference to all forms of job action, from a withdrawal of voluntary services to a legal strike, either partial or complete, as provided for in Section 2(1)(n) of the Act. In accordance with Section 2(1)(n), a strike includes a cessation of work or a refusal to work or to continue to work by teachers in combination or in concert or in accordance with a common understanding or a slow-down or other concerted activity on the part of teachers designed to restrict or limit output. The Executive Council, through its appropriate committees, shall establish specific guidelines for the operation of each job action.

II. ORGANIZATION

A. COMMITTEES

1. Provincial

(a) Coordinating Committee

The Provincial Job Action Coordinating Committee shall be appointed by the President in consultation with Table Officers. The Committee shall consist of four members from Executive and an Administrative Staff Officer as Staff Consultant.

(b) Job Action Finance Committee

The Finance and Property Committee of Executive shall constitute the Job Action Finance Committee.

(c) Job Action Rules Committee

The Provincial Job Action Rules Committee shall consist of four members of the Provincial Executive and an Administrative Staff Officer, appointed by the President. The Chairperson of this Committee, one of the four members, shall also be designated by the President.

2. Branch

(a) Coordinating Committee

The Branch Coordinating Committee shall consist of:

- (i) Chairperson - the Branch President; and
- (ii) Members - the Branch Executive.

(b) Job Action Finance Committee

The Branch Job Action Finance Committee shall consist of:

- (i) Chairperson - the Branch Treasurer; and
- (ii) Members - four members appointed by the Branch President.

3. School

(a) Other Local Committees

Depending on the size of the Branch, the size of school units in a Branch and the number of teachers in a geographic area, work committees may be formed by job action captains under the authorization of the Branch President.

B. FACILITIES

1. Provincial

During any job action the NLTA Building, 3 Kenmount Road, shall be designated as Provincial Job Action Headquarters. Its personnel and resources shall be at the disposal of the Executive during the job action.

2. Branch

Each Branch President shall identify a suitable location for the Branch Job Action Headquarters, for example a basement apartment, an office available for rent on a short-term basis, a room in a private home, or rooms in a convenient hotel or motel. This facility shall have access to a telephone (land line) and internet service. Arrangements shall be made so that the Branch has access to facsimile and email services.

3. School

Each job action captain shall, if necessary, identify a suitable location for a School Job Action Headquarters. Prior approval for same must be obtained from the Branch Coordinating Committee.

[Re Job Action Captain, see Section IV. C. 1., page 8]

III. PROCEDURE FOR THE IMPLEMENTATION OF A JOB ACTION

The provincial committees, including the Coordinating Committee, Job Action Finance, and Job Action Rules shall be in place prior to the commencement of the job action. (Additional Executive members could be co-opted by the Coordinating Committee to aid in branch visitations, scheduling of branch activities, and in answering telephone and email inquiries from Branch Presidents.)

Following is a list of procedures to be followed in the event of job action:

A. WARNING NOTICE

- (a) In the event of a job action, a warning notice will be issued by Provincial Executive to Branch Presidents.
- (b) The warning notice will consist of a telephone call from the NLTA, along with email notification, as required.
- (c) Upon receipt of a warning notice, the Branch President will be continuously available for telephone and email contact from the NLTA at all times.
- (d) Branch Presidents will ensure that all procedures are in place for immediate action.

B. JOB ACTION NOTICE TO BRANCH PRESIDENTS

- (a) The time of the job action will be set by the Provincial Executive.
- (b) The job action notice will be conveyed to the Branch Presidents from the NLTA by telephone and email. This job action notice will include a statement of date and time.
- (c) The job action notice will be delivered to the Ministers of Education and Labour in the form of a letter or email, within the time frame to be determined by the Provincial Executive.
- (d) The job action notice will be delivered to the District Directors of Education and School Board Chairpersons in the form of a letter or email from the Provincial President, within a time frame to be determined by the Provincial Executive.

C. JOB ACTION NOTICE TO MEMBERS

- (a) The job action notice will be conveyed by the Branch President to the Branch Coordinating Committee.
- (b) The Branch Coordinating Committee will convey the job action to the Job Action Captain in each school.
- (c) The Job Action Captain will inform all teachers in each school.

IV. ROLE OF KEY PERSONNEL

A. PROVINCIAL

1. Provincial Coordinating Committee

The responsibilities of this Committee shall be:

- (a) On recommendation of Executive to designate the commencement of job action, the Committee shall:
 - (i) meet at Provincial Headquarters prior to the commencement of the action.
 - (ii) outline the procedures for the commencement and prepare for the initial flurry of problems.
 - (iii) discuss and outline the duties of the members of the Committee to avoid duplication and contradiction of information.
 - (iv) be authorized by Executive to set up a system of Branch contacts so that any teacher wishing information first contacts the Branch President. The Coordinating Committee would then deal almost exclusively with the Branch President.
- (b) To implement and coordinate the day-to-day administration of these procedures in conjunction with (a) above.
- (c) The overall coordination of the job action including the following:
 - (i) various committees must report to and update the Coordinating Committee on a regular basis. Such committees include Job Action Rules, Job Action Finance, and the Negotiating Team.
 - (ii) to organize an extensive Branch visitation program using all available Executive members, Executive members-elect (if possible) and staff.
 - (iii) to report to Executive on a daily basis when possible.

In any job action the Coordinating Committee shall be the only centre of control and definite decision. Within the overall control of Executive, the Coordinating Committee will direct the total strategy and effort throughout the province.

Early morning meetings of all committees, under the control and direction of the Coordinating Committee will be held. Minutes shall be kept, a secretary assigned, and action sheets distributed shortly following each meeting.

2. Provincial Job Action Finance Committee

The responsibility of this Committee shall be to:

- (a) Recommend to Executive job action pay for each member.
- (b) Supervise and monitor all disbursements from the Emergency Fund.
- (c) Maintain appropriate records.
- (d) Establish lines of financing during a job action.
- (e) Report to Executive, upon request, the condition of the Emergency Fund.
- (f) Monitor the disbursements made by Branches during any job action and recommend guidelines to Executive for such disbursements.

3. Provincial Job Action Rules Committee

- (a) Any matter arising in a Branch or among members respecting the interpretation and/or implementation, execution or maintenance of these procedures and/or any matter relating to job action which has not been considered in this Handbook, shall be referred to the Provincial Job Action Rules Committee.
- (b) The Job Action Rules Committee should be named in the early stages of each round of contract talks, in order to give the individuals involved an opportunity to meet, to research previous Committee activities and decisions, to review operations, and to clarify responsibilities.
- (c) The Committee should be easily accessible in times of crisis.
- (d) The Committee, when established, should review past decisions of previous Job Action Rules Committees and use these as a basis on activities in future job actions.
- (e) Rulings made by the Committee during a job action should be published and, where possible, distributed to the membership on a daily basis.

4. President

The President shall:

- (a) Maintain a high leadership profile.
- (b) Maintain close liaison with the individual members.
- (c) Strive diligently to resolve the impasse.

5. Executive Members

Executive members shall, in the event of a province-wide job action:

- (a) Be available to assigned branches for advice and consultation.
- (b) Maintain a highly visible leadership role in the branch area(s).
- (c) Be easily accessible to the NLTA office for information.
- (d) Be prepared, at short notice, to meet.

6. Negotiating Team

Under their mandate to bargain for the Association, the Negotiating Team shall diligently work to resolve outstanding issues.

7. Administrative and Support Staff

- (a) Before the commencement of any job action by any or all of NLTA's teachers, all leaves for administrative and support staffs, excluding compassionate and sick leaves, be reviewed immediately and cancelled if required, subject to provisions of existing staff agreements.
- (b) Staff shall carry out any duties as assigned to them by the President or the Provincial Executive, in keeping with existing staff agreements.

B. BRANCH

1. Role of the Branch President and Branch Coordinating Committee

Prior to and during a job action the Branch President is the key person in the Branch. The Branch President is the administrator who oversees the entire operation and is the chief contact with the Provincial Coordinating Committee and the teacher. To carry out the various duties (as listed below) the Branch President shall establish a Branch Coordinating Committee.

(a) Prior to Job Action

- (i) Develop a list of names, phone numbers, and email addresses of the board office, local MHA's and Provincial Coordinating Committee.
- (ii) Prepare a list of all members in the Branch, on a school-by-school basis.
- (iii) Designate a Job Action Captain for each school.
- (iv) Establish a committee of all Job Action Captains to ensure a necessary degree of uniformity and understood level of general conduct.
- (v) Hold membership update meetings whenever necessary.
- (vi) Distribute the Job Action Booklet.
- (vii) Upon receipt of a warning notice of the job action, the Branch President must be continuously available for telephone, facsimile and email contact by the NLTA at all times.

(b) During (on the calling of) a Job Action

- (i) Establish and define the location of an office outside board property for headquarters.
- (ii) Administer the operation of the headquarters and see that it is properly equipped.
- (iii) Disseminate information from the Provincial Coordinating Committee.
- (iv) Visit each picket line on a daily basis, if possible, and if applicable.
- (v) The Branch President or designate shall be the only spokesperson for the Branch. (See Section VII.A., page 14).
- (vi) Where feasible, set up a job action centre where teachers, not on picket duty can meet, talk and build up esprit-de-corps.
- (vii) Prepare regular email, news memos for circulation to members.
- (viii) Set up phone and email links with Job Action Captains.
- (ix) Work with Job Action Captains to keep the job action consistent and in accordance with provincial guidelines.
- (x) Report all incidents to the Provincial Coordinating Committee on prescribed forms. (See Section VII.D. page 18)
- (xi) Report weekly on prescribed forms to the Provincial Coordinating Committee. (See Section VII.D., page 18)
- (xii) Prepare for and hold mass information meeting(s) when necessary, such as before a ratification vote.
- (xiii) Appoint and supervise the work of the Branch Job Action Finance Committee to handle the writing and recording of all cheques.
- (xiv) Provide all members with phone numbers and email addresses of Branch Coordinating Committee and Provincial Coordinating Committee.

- (xv) The Branch President should be prepared to speak to service groups and other similar organizations.
- (xvi) The Branch President must not speak publicly on the specific details of negotiations.

2. Branch Job Action Committee

- (a) The responsibilities of this Committee shall be:
 - (i) Report to the Branch President.
 - (ii) Compile a strike assistance list of all members in the Branch.
 - (iii) Make disbursement of strike assistance and keep records of all such disbursements.
 - (iv) Deposit in the Branch account all allocations of strike assistance.
 - (v) Make payment for rental facilities, equipment, printing supplies, picket signs, coffee, etcetera
 - (vi) Forward to the Provincial Job Action Finance Committee a weekly report of all disbursements.
- (b) Branch signing officers shall be bonded during the duration of a job action.
- (c) Throughout the duration of a job action the Association and individual Branches will incur many additional costs. The Branch Job Action Committee will be responsible for disbursement of funds to cover these costs. The Branch Job Action Committee will operate under strict supervision of the Provincial Job Action Finance Committee. Wise budgeting is of utmost importance. The following items will be financed with funds from the Association's Emergency Fund:
 - (i) Transportation
 - Cost of moving "key personnel" throughout the Branch when representing the Branch or the Provincial Executive, e.g. visiting local meetings.
 - Car pools/buses used by teachers to attend important emergency Branch meetings.
 - Travel costs are to be paid for teachers directed to picket schools other than their own school and the job assistance policy governing travel cost is to be the basis under which costs are paid.
 - Branches may apply for a cash advance if their monies are insufficient to meet projected transportation costs.
 - (ii) Communications
 - Local costs (printing of news bulletins, handouts, etcetera).
 - Telephone bills (all calls should be charged to one number).
 - Internet service.
 - Postage.
 - (iii) Stationery and Office Supplies
 - Xeroxing/duplicating services (use of existing services, not rental of machines).
 - Computers (rental if necessary).
 - Paper, envelopes, etcetera.
 - (iv) Rental Facilities
 - Buildings used for emergency Branch meetings.
 - Maintaining a Job Action Headquarters.
 - Housekeeping costs (coffee, snacks, etcetera).
 - (v) Picketing
 - Costs of placards.
 - Other items with prior approval of the Provincial Job Action Finance Committee.
 - (vi) Part-time teachers teaching on a full-time basis will be paid at the full strike assistance rate.

C. SCHOOL/BOARD OFFICE

1. The Role of the Job Action Captain and/or Picket Captain

- (a) The Job Action Captain (Appointed by the Branch President):
 - (i) Shall have a complete staff list (including phone numbers, addresses and email addresses) readily available.
 - (ii) In larger schools should set up email groups and/or telephone trees to facilitate rapid communication.
 - (iii) Shall be the official contact person in the school or board office for the duration of the job action.
 - (iv) Receives the notice of the job action from the local Branch President or representatives;
 - (v) Conveys the job action notice directly to teachers, administrators and program specialists, where applicable.

- (vi) Shall, at the effective date and time of the job action, personally check the school building and determine that the job action is in fact in effect; (and then)
- (vii) Shall inform the local Branch that the job action is in effect and/or seek advice and/or assistance if needed.
- (viii) Must be available to mediate potentially troublesome situations.
- (ix) Is responsible for arranging a suitable meeting place for teachers.
- (x) Organizes local committees as the need arises.
- (xi) Either oversees the duties of Picket Captain (below) or personally performs the duties.

- (b) The Picket Captain (Appointed by Job Action Captain and/or school staff)
 - (i) Shall be responsible for timetabling picket duty in consultation with staff (larger number of pickets early in job action - lesser after).
 - (ii) Oversees the preparation of signs, slogans, etcetera, at the school or board office level.
 - (iii) Is responsible for notifying local police, if appropriate, of times and number of pickets.
 - (iv) Shall provide for the relative comfort of picketers.
 - (v) Shall report immediately to the Branch President any incidents occurring on the picket line.

2. Other Local Committees

The responsibilities of these committees shall include:

- (a) The preparation of picket signs.
- (b) Organizing social activities to boost morale.
- (c) Arranging transportation.
- (d) Preparing printed or email information for members.

V. PERSONAL CONDUCT OF TEACHERS

A. ROLE OF THE PRINCIPAL AND/OR VICE-PRINCIPAL

During negotiations, the process may reach a point when the bargaining unit wishes to initiate a type of job action in order to exert pressure to bring about a resolution to the conflict. The type of job action may vary from a full-scale strike to a withdrawal of selected services. During a job action, these directions would be taken by the bargaining agent to exert this pressure which may be meant to cause confusion, to disrupt, or to close down the system completely. During any kind of job action, the safety and security of the students and school property would be of utmost importance to all members in the bargaining unit. However, this duty will be more pronounced for the administrators in the schools.

Even though it is accepted that the purpose of the job action is to bring pressure upon the employer, it is also accepted that administrators would be expected, and perhaps, would have a responsibility, to perform duties which the regular teacher would not be expected to perform. The Schools Act, 1997 clearly delineates the duties of administrators. The final encompassing duty is stated in Section 24 (n): "carry out other duties assigned by the board". Also, school board by-laws may specify duties expected of administrators.

All parties to the collective agreement recognize that administrators have duties which are different from those of teachers. This, however, does not exclude the fact that there are certain responsibilities which need not be done during a withdrawal of selected services and certain other responsibilities which would not be done during a full-scale strike. Administrators are part of the bargaining unit, part of the collegial model. In addition to having a responsibility to the employer S one which is different from the teacher S they also have a responsibility to their colleagues and their professional association.

It is then necessary to draw up two sets of roles, one to reflect the responsibilities of administrators during a withdrawal of selected services and the other to reflect those duties which are expected and acceptable of an administrator during a strike. In both roles, the term "*administrators*" is meant to include both the principal and vice-principal of schools in Newfoundland and Labrador.

B. THE ROLE OF AN ADMINISTRATOR DURING A STRIKE

1. Protection of Property

- (a) All money in the school would be safely accounted for when the building is initially secured.
- (b) Administrators would attempt to arrange for the removal of decay material and would remove or secure any other dangerous materials such as chemicals, etcetera. They are to notify the school board that this has been done.
- (c) All students would be advised to remove all books and materials for home study before the building is closed. It is hoped that enough advance notice will be given of a strike that parents would make

arrangements to have materials brought home for students who are absent on the day of the school closure.

- (d) After this has been done, the administrator is to turn over his/her keys, along with those of the teachers on the staff, to the school board and inform the school board that the building has been secured and that he/she is no longer responsible for the security of the building. It is the position of the NLTA that, during a strike, administrators would not be expected nor requested to return to their building, at any time, for any reason, while the strike is in effect.

2. Professional and Long-Term Needs

Administrators will not return to school when the strike is in place, for any reason. Student transfers, student marks and records, student books for those not present on the day the job action took effect, maintenance considerations, etcetera shall all clearly be the responsibility of non-bargaining unit personnel.

3. Timetabling

If the strike interferes with timetabling, budget preparation, teacher job interviews, etcetera, the administrator shall not participate in such duties.

C. THE ROLE OF THE ADMINISTRATOR DURING A WITHDRAWAL OF SELECTED SERVICES

1. Protection of Property

- (a) In schools where there is not adequate janitorial services, administrators would be expected to make periodic checks during the school day to ensure the proper security of the building.
- (b) The administrator would not continue with arrangements for activities taking place outside school hours which are not related to the school program. The administrator should simply make a summary of the groups which are using the school, indicate the nights that the school is in use and who the chairpersons of the various groups are, and forward such information to the school board.

2. Professional and Long-Term Needs

During a job action, it is obvious that many activities may be negatively affected which would have a long-reaching impact upon the function of school once the job action has ceased. Such activities as staffing, ordering, student records, etcetera, may need to be addressed in a specific manner. The following guidelines would apply during the event of a withdrawal of selected services:

(a) Staffing

Administrators would continue as per pre-job action practice with school staffing and recruitment needs. It is understood, however, that such activities will not be accelerated beyond the level which normally would occur if there was not a job action.

(b) Ordering

Notwithstanding the guidelines which may be established by the Association regarding involvement of teachers, the ordering of materials, to the extent possible, which are necessary for the curricular program in a school, would be placed by the administrator. However, orders for materials which are used for fundraising, for example, would not be filled.

(c) Student Records

Administrators would be expected to provide transfer slips and also any cumulative records which may be needed by students who are transferring to other schools.

3. Timetabling

Notwithstanding the guidelines which may be established by the Association regarding involvement of teachers, the administrator may be expected to continue with the process even though that person is involved in a withdrawal of selected services. This is an accepted duty of an administrator and would continue during this kind of job action.

4. Further Inquiries

Notwithstanding the above, it must be clearly understood that the NLTA, as the recognized bargaining agent, has the authority to determine what services will be withdrawn as part of a legal job action. If there is any doubt by an administrator as to whether or not a certain duty should be performed during a job action, the advice that should be given that administrator is to inform the employer that such directive may contravene the recommendations of the Association and then immediately contact the Association to determine if this particular duty is to be part of the withdrawal of services.

D. JOB ACTION BY OTHER GROUPS

In the event of a job action by an other union, the safety of the child is of paramount importance and remains the responsibility of both the administration and teachers. Administrators would carry out their normal routine responsibilities with the proviso that they would not do work of personnel involved in other unions. Neither would they jeopardize the safety of any persons on the property or allow for any abuse of, or damage to, school property. The overriding guideline which an administrator should follow would be that if an activity was done by an administrator prior to a job action by another group, then that administrator would continue to do that activity. For example, if an administrator normally secured the building at the end of the day before the job action occurred, then that administrator would continue to lockup the doors during a job action.

In the event that there was danger to the safety of teachers or children on the property, or any damage being done to the property, the administrator would notify the board authorities immediately regarding such potential problems (e.g. heating, electricity, water, etcetera).

E. ROLE OF THE TEACHER

1. During a full-scale job action, the following guidelines will apply to teachers generally:
 - (a) School Closing
 - (i) Cease all normal teaching duties.
 - (ii) Leave all non-personal materials pertaining to teaching duties in the school (exams, reports, etcetera).
 - (iii) Cease all extra-curricular activities such as tutoring, sports events, and travel, etcetera. [See V. E. 1(d)(xi).]
 - (iv) Report to Job Action Captain and join the job action.
 - (b) Financial Planning
[See Section VI.A, page 12.]
 - (c) Picket Line Duties
Should the Provincial Executive determine that picketing is required, then all members will be expected to serve on such picket lines. Picketing would be carried out subject to the following:
 - (i) Pickets should be conducted with dignity and intelligence at all times.
 - (ii) Be prepared for some intolerance and abuse, but don't retaliate. Stay away from controversy and disputes.
 - (iii) With reference to the media [See Section VII. A. page 14].
 - (iv) Slogans and signs are to be approved by the Branch.
 - (v) There is no legal right to restrain an intruder. Don't interfere with authorized personnel (school board officials, maintenance staff, etcetera).
 - (vi) Picket sites are to be left tidy.
 - (vii) Don't park your car on school property.
 - (viii) Remember that the purpose of a picket is to provide information to the public and discourage the intrusion of personnel who will purport to carry on the functions of teachers on job action. [See also Section VII.B. page 16]
 - (d) Role in Other Educational Work
 - (i) Teachers shall not accept employment to work in summer schools established by the employer*.
 - (ii) Teachers shall not provide tutoring services or arrange special classes for school students.
 - (iii) Teachers shall not enter into a contract to set, supervise or mark public exams; however, legal contracts that have been made are to be fulfilled.
 - (iv) Teachers shall not enter into a contract to teach education classes established by the employer;* however, legal contracts that have been made are to be fulfilled. Teachers shall refuse to accept into such classes students who, prior to job action, were registered to regular day school classes.
 - (v) Teachers shall refrain from participating in the work of Curriculum and Advisory Committees and working groups established by the Department of Education.
 - (vi) There shall be no restrictions placed on teacher involvement with Memorial University off-campus courses either as students, lecturers or technicians.
 - (vii) There shall be no restrictions placed on teacher participation or supervision of community or church activities that take place in the schools.
 - (viii) Teachers shall not perform any supervision or administration of extra-curricular or co-curricular activities.

- (ix) Participation in any special event that has been previously arranged and where monies have been committed (e.g. travel by a student group, concert or theatre performances, etcetera), shall be referred to the Provincial Job Action Rules Committee. (See Section IV. A. 3. page 6.)
- (x) Any item not listed above should be referred to the Provincial Job Action Rules Committee. (See Section IV. A. 3. page 6.)

**Employer refers to all other parties to the collective agreement.*

- 2. During a time of limited job action (eg. withdrawal of selected services), teachers shall be governed by guidelines as established by the Provincial Executive through its appropriate committees.
- 3. During any job action, all teachers are to refrain from making any media or public statements.

F. NLTA MEMBERS NOT IN BARGAINING UNIT

1. Teachers in the Labrador West Bargaining Unit

Several factors must be noted in connection with these teachers:

- (a) Labrador West constitutes a separate bargaining unit.
- (b) The teachers in the Labrador West unit have a legal contract with their employers.
- (c) The Teachers' Collective Bargaining Act, outlines certain conditions which are prerequisite to the authorization of a job action vote.

As a result of these factors, the teachers in Labrador West would, during a job action of the main bargaining unit, continue to fulfil their legal contract. They may implement a job action only as provided for under final dispute resolutions procedures as they relate to negotiations in Labrador West.

2. Teachers in Churchill Falls and Conne River

These teachers do not constitute a bargaining unit or negotiate under the provisions of the Teachers' Collective Bargaining Act. However, they do enter into a legal contract with their employer. Consequently, they would be required to honour the provisions of their contract even if a job action was implemented by the provincial bargaining unit.

VI. PERSONAL WELFARE OF TEACHERS

A. FINANCIAL PLANNING

- 1. No pay will be received from the employer for any day's work lost because of job action.
- 2. For each day's work lost, the annual salary of the teacher will be reduced by 1/195.
- 3. The Association has a significant pool of resources, including: (a) an emergency fund; (b) a reserve fund; (c) other assets; (d) assistance from affiliates; and (e) borrowing potential.
- 4. Before a job action vote is taken, the membership will be informed of the specific amounts that will be paid out for job action pay.
- 5. The Association shall contact the head offices of all major banking establishments so that before a job action vote is taken, the membership can be informed of the position of these institutions with regard to servicing loans and/or mortgages.
- 6. During a job action, the various financial institutes and creditors usually make mutually acceptable arrangements for servicing loans and/or mortgages. A group with a large fee-paying membership such as NLTA constitutes a significant amount of purchasing power, and the business community will respond favourably to it. Teachers should contact their particular bank, credit union, trust company, creditor, etcetera, well in advance of a job action and arrange for the servicing of loans in the event of a job action.
- 7. The period of time prior to a job action should be one of prudent financial planning. Consider carefully all financial expenditures and commitments, especially any pending borrowing.
- 8. A special family budget should be prepared to be put into place in the event of a job action.
- 9. In the event that a teacher is faced with a financial crisis during a job action, the Association will attempt to assist that teacher to resolve the financial difficulty.
- 10. NLTA Academic Loan payments will be suspended during the time of a job action, but interest at the prevailing rate on the loan will continue.

B. CREDIT FOR SERVICE

- 1. The Provincial Collective Agreement provides that, in any case where pensionable service is lost due to legal work stoppage, the Association will attempt to negotiate the enactment of regulations that allow a teacher so affected to purchase an amount of pensionable service equal to the amount of time lost. In the past, such service was purchased at twice the normal contribution rates at the salary in effect at the time of work stoppage and within three months of the termination of the work stoppage.

2. In the event that teachers are to receive service credit for a fraction of a year, the following applies:
 - (a) Sick Leave - Clause 15.10
 - (a) For the purpose of Clause 15.02, for a teacher who has teaching experience in the province prior to September 1, 2006, an academic year during which the teacher accumulates ninety-seven and one-half (97.5) days shall constitute a year of service.
 - (b) For the purpose of Clause 15.02, in computing additional years of service for a teacher who has teaching experience in the province prior to September 1, 2006, the total days of service accumulated during years of less than ninety-seven and one-half (97.5) days shall be divided by the number of days in a school year as prescribed in Article 28 (Length of the School Year). This subtotal shall be added to the subtotal determined by Clause 15.10 and one-half (½) year or more shall be counted as a year, but a fraction of less than one-half (½) shall not be counted.
 - (c) For the purposes of Clause 15.02, effective September 1, 2006, a teacher who has no previous teaching experience in the province shall be awarded sick leave on a prorata basis during an academic year in which the teacher accumulates less than 195 days service. Such sick leave to be rounded to the nearest half-day.
 - (b) Increments - Clause 21.05

In computing the total years of service for incremental purposes, the following shall apply:

 - (a) Five (5) hours of service shall be counted as a day of service.
 - (b) The total years of service shall be determined by dividing the total days of service by the number of days in a school year as prescribed in Article 28 (Length of the School Year).
 - (c) When the total years of service has been computed, that total shall be adjusted so that a fraction of one half (½) year or more shall be counted as a year, but a fraction of less than one half (½) shall not be counted.
 - (c) Severance Pay B See Clause 33.01 (d) below and Clause 21.05 above.
 - (d) In computing years of service, the method contained in 21.05 (see above) shall be used.
 - (d) Seniority - Clause 9.01
 - (a) "Seniority" herein shall be determined on the basis of the total length of time employed as a teacher in Newfoundland and Labrador both before and after the signing date of this Agreement.
 - (b) If the length of teaching experience as defined in (a) is equal, the teacher to be declared surplus shall be determined by the School board.
 - (c) Employment as a teacher referred to in (a) means periods of employment with all School boards in the province, schools operated by the Department of Education, schools in Churchill Falls and schools in Conne River.
 - (d) During a legal work stoppage, no teacher covered by this Agreement shall accumulate seniority.

C. FRINGE BENEFITS

1. Group Insurance

Under the Group Insurance Plan, an emergency fund has been established to the level of one month's premiums for all options for which the Association is the policy holder. These are: life, accidental death and dismemberment, health, dental, long-term disability and critical illness. Teachers who have home and auto individual policies through payroll deduction, will be required to pay those premiums themselves. Home and auto coverage is not part of the NLTA Group Insurance Plan.

2. Teachers' Pension Plan

[See VI.B.1, page 12.]

3. Income Tax

The Income Tax Act neither includes strike assistance as income nor excludes it as income. Since the Act is silent on the matter of strike assistance, Canada Revenue Agency (CRA) considers strike assistance as being non-taxable and, therefore, should not be considered when completing the annual income tax return.

4. Employment Insurance

- (a) Since strike assistance is not considered income by CRA, no employment insurance premiums are deducted from it.
- (b) Teachers on regular continuing contracts, including term/replacement contracts, who were scheduled to work on the day the job action begins, are not considered to be unemployed under the EI regulations. Therefore, they will not be entitled to receive regular employment insurance benefits.

- (c) Substitute teachers with an open EI claim who were not scheduled to work on the day the job action begins, will be eligible to receive EI benefits.
- (d) Teachers will be able to receive maternity/parental EI benefits during a job action if prior to the job action the leave time had been scheduled.

5. Canada Pension Plan

- (a) Since strike assistance is not considered income by CRA, no Canada Pension Plan premiums are deducted from strike assistance.
- (b) Maximum yearly credit under the Canada Pension Plan is determined by the maximum pensionable earnings established for that year. If earnings for that year do not drop below the maximum pensionable earnings, no loss of credit will be experienced.

D. SPECIAL CIRCUMSTANCES

1. Teachers on Approved Leave

During any job action, teachers on approved leave (e.g. educational leave, sick leave, maternity leave) are to continue their normal activities while on leave. It is the position of the Association that they will be considered to have entered into a leave arrangement as per the terms of the Collective Agreement prior to the strike and they will continue to receive the remuneration due them.

2. Teachers under Secondment

In accordance with Clause 46.03 (ii) of the Collective Agreement, teachers under secondment remain in the employ of the School Board. Therefore, when a job action is underway, such teachers will be expected to participate fully in the job action. If the job action involves a full strike, seconded teachers will also be on strike.

3. Teachers on Exchange Programs

Teachers on exchange outside the province will be expected to continue in the performance of their contractual duties during a job action and will continue to receive their due remuneration.

4. Itinerant Teachers

Itinerant teachers working for one or more boards will be on strike as all other teachers.

E. STRIKE PAY

- 1. Strike pay shall be effective from the first day of a job action.
- 2. Strike pay amounts per teacher and dependents (and applicable definitions) shall be as determined from time to time by the Provincial Executive Council.
- 3. In order for substitute teachers to qualify for strike assistance, the teacher must have worked twenty or more days during the school year in which the strike occurs.
- 4. Retired teachers in receipt of a pension will not receive strike pay.

VII. MANAGEMENT OF A JOB ACTION

A. COMMUNICATIONS

The key to any successful job action is a good communication network. It proves to be invaluable throughout all stages of a job action. If communication is to be effective in the event of a job action, then all levels of the Association should be effectively involved. The following channels of communication are considered essential:

- Internal
 - among Negotiating Team, Provincial Executive and the Provincial Coordinating Committee;
 - between Provincial Coordinating Committee and Branch Presidents (i.e. Branch Job Action Committee);
 - between Branch Job Action Committee and individual teachers of the Branch;
 - among Branches in a given geographic area.
- External
 - between the Association and the media;
 - between the Association and its affiliates;
 - between the Association and Provincial Labour Unions;
 - between Branches and local agencies.

None of the channels of communication can be set up in isolation as they are very dependent upon each other. The following details are intended to ensure maximum effectiveness for all communications during a job action.

1. Internal

- (a) Communication among Negotiating Team, Provincial Executive and the Provincial Coordinating Committee

This is the top of the hierarchy and should pose no problem as some of the same members operate in all three areas. It is, however, important that the Negotiating Team and Coordinating Committee be under the direction of Executive at all times.

- (b) Communication between Provincial Coordinating Committee and Branch Presidents

- (i) It is assumed that communications between these two levels has been preceded by communications among Negotiating Team, Provincial Executive and the Provincial Coordinating Committee.
- (ii) The Provincial Coordinating Committee will assume duties as soon as the Negotiating Team and the Provincial Executive feel that a job action is imminent.
- (iii) In the event of a job action, contact will be made as soon as possible. It will be in the form of an emergency Joint Council meeting where the latest developments on negotiations will be outlined and the entire “job action package” discussed in detail. This meeting should thoroughly familiarize Joint Council with many of the problems and procedures which will be incurred during the job action.
- (iv) In the event of a possible resolution of the dispute, a similar meeting might be necessary to discuss any promising counter proposals especially if the Negotiating Team recommends acceptance of a package that differs significantly from the Association’s proposals.
- (v) In the event that the job action can possibly be resolved and the Provincial Committee feels this type of meeting isn’t necessary, then Branch Presidents will be advised so that the Branch Presidents can pass along to the general membership news of a possible breakthrough. Teachers should not have to hear of a job action settlement through the public media.
- (vi) This channel of communication is to be used to distribute ballots for voting and results of all ballots taken concerning the job action.
- (vii) Close contact will be kept between these two parties throughout the duration of the job action. Branch Presidents will have “immediate” telephone link with the Provincial Committee for information and advice on matters that may arise.
- (viii) Branch Presidents will inform the Provincial Coordinating Committee of important local problems (e.g. significant shift in membership support, serious incidents on picket line, etcetera). However, the Provincial Coordinating Committee should not be “bogged down” with minor incidents that could easily be resolved at the local level.

- (c) Communication between Branch Coordinating Committee and Individual Teachers of the Branch

This is a very essential channel to utilize to its utmost. Contact must be made with the individual teacher as often as possible. This link is a must for maintaining teacher morale. It helps contribute to a sense of teamwork among teachers.

The local Branch itself must set up its own network of communications. The system may take various forms, but the goal of disseminating information from head office and other parts of the Branch, remains the same. Thus, the Branch Coordinating Committee is responsible for the following:

- (i) Conveying the notice of a job action to all its members.
- (ii) Distributing job action material informing members of various procedures to follow.
- (iii) Maintaining a high level of morale among members.
- (iv) Providing leadership and decisions with regard to local problems.
- (v) Conducting balloting procedures and informing members of results.
- (vi) Providing necessary communication link with the Provincial Coordinating Committee.

Effective communication is essential if the Branch Coordinating Committee is to fulfil its responsibilities. The following courses might be considered in achieving these goals:

- (i) Have on hand a pre-arranged list of schools and staff, including home addresses, telephone numbers, etcetera.
- (ii) Designate an individual as a contact person for a particular school.
- (iii) Arrange picket committees and appoint Job Action Captains.
- (iv) Circulate short written bulletins to individuals in the Branch.

- (v) Arrange meeting places for systems meetings and Branch meetings.
 - (vi) Set up telephone links among school staffs and communities.
 - (vii) Arrange visiting delegations to travel throughout the Branch.
 - (viii) Arrange meetings with representatives from head office.
 - (ix) Contact police and other authorities if appropriate and inform them of the job action.
 - (x) Maintain ongoing communications with members who are in remote areas of the Branch to keep them informed and up-to-date.
 - (xi) Committee members will spend as much time as possible visiting picket lines. (See Section IV. B. 1, page 7)
- (d) **Communication Among Branches in a Given Area**
Some contact should be made with other Branches who undoubtedly will experience similar problems. Consultation will help resolve some of the problems that arise. It will also act as a morale booster among teachers.
- (e) In the event of a full-scale strike, teachers are to be permitted to reside in communities other than those within the local Branch. These teachers may receive strike assistance from the Branch with which they are normally associated or the Branch to which they may move during a job action. Job action duties may be assigned by either Branch. It is the individual teacher's responsibility to arrange for financial assistance through the appropriate Branch Treasurer. Teachers who leave must be back at their place of employment upon completion of the job action.

2. External

(a) Communication Between the Association and the Media

The President or his/her designate is to be the only spokesperson for the NLTA to the public media during a job action.

It should be emphasized that all media communications must be handled prudently. All major policy statements regarding progress of the job action and further negotiations will be handled by the Provincial Executive.

Individual members editorializing or engaging in public debate on outstanding issues is usually detrimental to the cause.

(b) Communication Between the Association and its Affiliates

This channel of communication will be the responsibility of the Provincial Executive. Affiliates across Canada will be contacted stating our position and soliciting moral and financial support.

(c) Communication Between the Association and Provincial Labour Unions

Communication at this level will also be handled mainly by the Provincial Executive. Labour Unions in the province will be contacted to explain our cause and solicit whatever support they have to offer. Branch Presidents, however, may visit local union meetings under direction of head office and will try to promote our cause at the local level.

(d) Communication Between Branches and Local Agencies

Various opportunities exist to further our cause at the local level. The Branch could consider making representation to the various service clubs in the community. Care should be taken not to speak specifically on any negotiation matter which may jeopardize our position. This type of engagement should also be cleared by head office.

Political pressure may also be applied by contacting the local MHA to solicit support for our cause. This can be an invaluable asset but must be approached tactfully.

B. PICKETING

1. When Can You Picket?

Under Section 31 of the Teachers Collective Bargaining Act, picketing is permitted seven (7) days after the date on which the last of the parties have advised the Minister of Employment and Labour Relations whether or not that party accepts the report of the Conciliation Board. Each party must notify the Minister in writing whether or not it accepts the report within fifteen (15) days of having received the report. Picketing arrangements would be subject to decisions of the Provincial Job Action Coordinating Committee. There will be no picketing during a job action unless specifically authorized by the Provincial Job Action Coordinating Committee.

2. Where Can You Picket?

Picketing can be done near but not on the premises of any party with whom the picketers have a legitimate labour dispute. This would include schools and school board offices. If the school board office or schools

are in multiple use sites such as a shopping centre, an injunction application might be made on the grounds that the real purpose of the picketing was to affect the other users of the site and, therefore, the picketing was unlawful. Therefore, all signs and persuasions at a picket site would have to be clear and to the effect that the job action was against the school board and only the school board.

3. What Can Be Done On The Picket Line?

Picketing is only unlawful if it features some defamatory statement or is carried out in such a manner as to disclose a purpose other than peacefully obtaining or giving information or if it is part of a conspiracy to injure. Therefore, picketers can only peacefully convey or obtain information, and the information conveyed, whether by picket lines or verbally, must not be defamatory. Likewise, activities should be restricted so as not to indicate another unlawful purpose, i.e. blocking the owners access to their property, disturbing the peace or creating a nuisance. It is a conspiracy to injure if one attempts to induce other employees of the employer who are not on a job action to breach their contract of employment by failing to appear for work. Likewise, it would be unlawful to try and persuade an oil company delivering oil to a school not to deliver that oil in accordance with its contract. However, if an oil company, seeing picketers at the premises of a school, did not have its drivers cross the picket line, this would not be unlawful. Where the property of persons other than the employer is involved, it must be very clear that the activity is aimed solely against the employer. The Supreme Court of Newfoundland has been very quick to issue injunctions against picketing where there is even a suggestion that the picketing is aimed at someone other than the employer. For instance, where the employer has left a multi-trade construction site and the picket continues, the Court has held that the picketing must be aimed at another employer. Hence, if a school board office in shopping centres closes down, then pickets would not be able to picket the shopping centre.

4. How Many Pickets On A Picket Line?

The number of pickets on the picket line at any individual site must be determined in accordance with the circumstances that prevail at any site. The guideline, however, is that the number of pickets should not be so many that by their mere presence they achieve something more than the peaceful dissemination of information, i.e. the intimidation of persons from exercising their lawful right to enter the property. Therefore, it would be unlawful for the entire staff of a school to appear at the one entrance of that school on the picket line. The Courts would be quick to rule that such actions constitute an attempt to prevent people from gaining access to the premises and not dissemination of information.

5. Who Can Cross A Picket Line?

Anyone at all can cross a picket line. Even if that person is a member of the bargaining unit on a job action, he/ she may cross a picket line without interference. Such a person would, of course, be subject to sanction through the internal mechanisms of the bargaining agent, but it is inappropriate for picketers to attempt to stop anyone from crossing the picket line.

6. What To Do With An Injunction If Served Upon You

Under provincial law, teachers on a picket line could be served with an injunction without any warning. The order should be followed to the letter, as to do otherwise might constitute contempt of Court. There should not be any concern if it is felt that the injunction is unjustified, as there would be a Court hearing within days of the issuance of the injunction to determine if it should be continued or was justified. If an injunction is served, the head office should be contacted immediately.

7. Assigning of Picket Duty

The assigning of picket duty is the prerogative of the job action and/or picket captain in each school. However, this should be done in consultation with the Branch Coordinating Committee and in line with the following guidelines:

- (i) Picket duty within the Branch should be assigned in a fair and equitable manner for all teachers.
- (ii) Subject to (i), a Branch may allow teachers to perform picket duty in a community where they live rather than where they teach.
- (iii) Neighbouring Branches should communicate in an effort to establish a schedule that would assign to teachers in each Branch relatively equal amounts of picket duty.
- (iv) Consideration should be given to the amount of time required to picket small schools. For example, schools with one or two teachers might, depending on local circumstances, be picketed for say the initial two days and then other duties arranged for these teachers.

C. RELATIONS WITH SCHOOL BOARD EMPLOYEES NOT IN THE BARGAINING UNIT

At the imposition of a job action, school board employees not in the bargaining unit, such as secretaries, janitorial staff, maintenance staff, bus drivers, cafeteria staff, student assistants, Directors, Assistant Directors, Senior Education Officers, etcetera will be:

1. Informed by the Job Action Captain and/or Branch President of the imposition of the job action.
2. Requested to respect our picket lines.
3. Requested to support our position.
4. Requested not to in any way undertake the normal duties carried out by teachers.
5. Permitted to fulfil the obligations of their collective agreement or legal contract with their employer.

D. REPORTING

1. Confirmation of Preparation for Job Action

Prior to receiving the warning notice, the Branch President shall:

- (a) Report by telephone to the NLTA Building on the progress being made preparing for a job action.
- (b) Submit to the NLTA Building a completed copy of the form entitled "*Confirmation of Preparation of a Job Action*".

2. Confirmation of Implementation of a Job Action

Within forty-eight (48) hours of the implementation of a job action, the Branch President shall report by telephone to the NLTA Building the status of the job action in his/her Branch.

3. Weekly Reporting

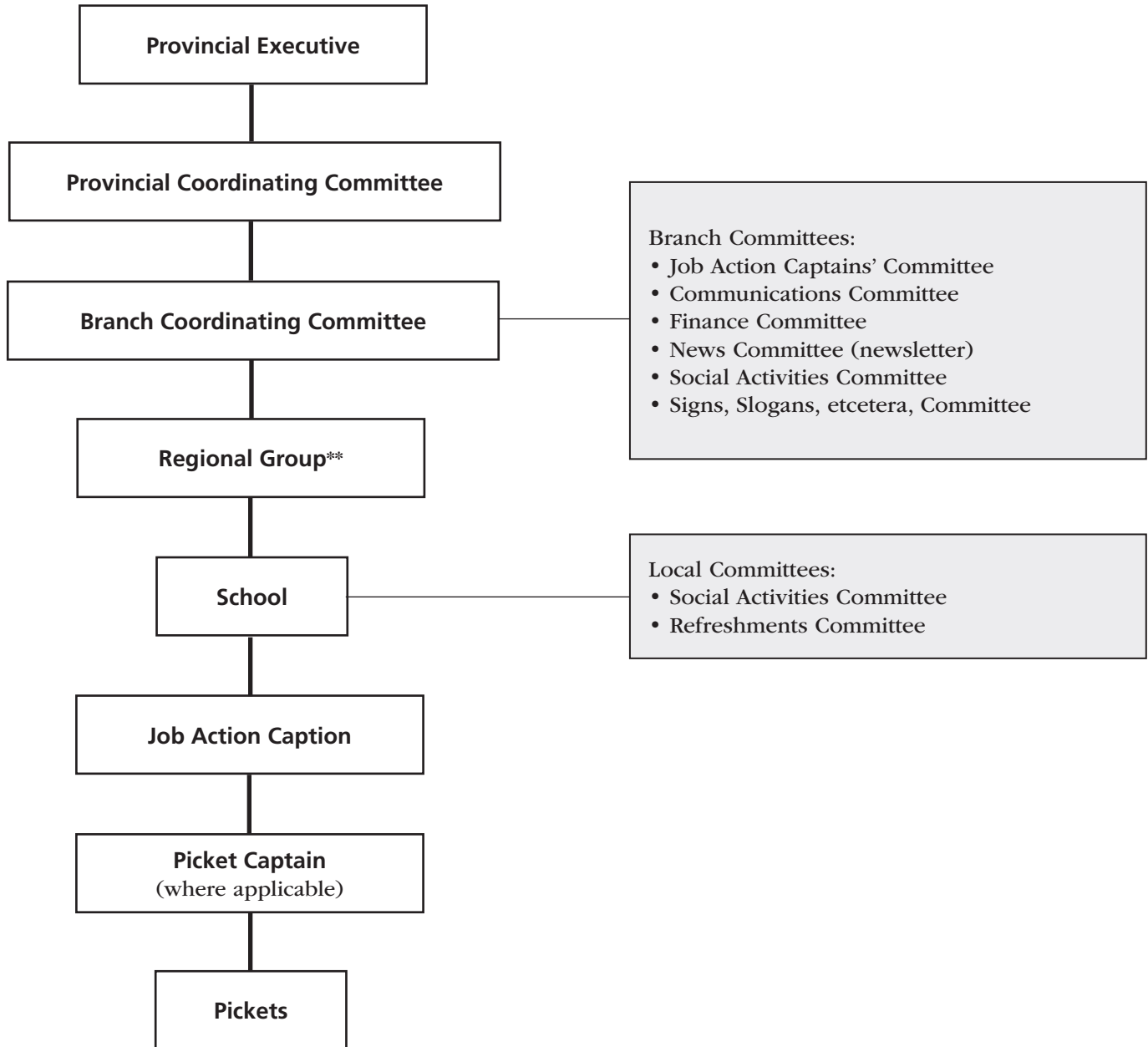
Using the prescribed forms, the Branch President shall report weekly on:

- (a) Strike Assistance Disbursements;
- (b) Job Action Management Expenses;
- (c) The Conduct of the Job Action in the Branch.

4. Incidents

All incidents shall be reported immediately by the Branch President via telephone and facsimile to the Provincial Coordinating Committee, by a written report on the form entitled "*Incidents*".

NLTA Job Action Structure



Notes re: Job Action Structure

** Existence of one or more regional groups depends on geographic size of Branch. This is to be the local (community/system, etcetera) clearing house – decision making centre.



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