



**RECOMMENDATIONS FOR A  
NEW SYSTEM FOR THE NEGOTIATION OF  
THE COLLECTIVE AGREEMENTS OF  
SCHOOL BOARDS AND REGIONAL BOARDS  
FOR PROTESTANTS**

**Brief submitted to:**

**The Commission of  
Study and Consultation  
on the Revision of the  
System of Collective  
Bargaining in the Public  
and Para Public Sectors**

**By: Quebec Federation of Home and School Associations**

**Montreal  
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A POLICY STATEMENT  
TO THE MARTIN COMMISSION

Presented by

QUEBEC FEDERATION OF HOME AND SCHOOL ASSOCIATIONS

INTRODUCTION

The Quebec Federation of Home and School Associations, formerly known as the Quebec Federation of Protestant Home and School Associations (hereinafter referred to as "Quebec Federation") is pleased to have the opportunity to present to the Martin Commission the views of its membership concerning the Teacher Contract Negotiations.

Our membership is composed of some 12,000 families, and comprises one hundred local Home and School Associations throughout the Province of Quebec. Associations exist wherever schools of the Protestant panel exist, from the Gaspé Peninsula to Aylmer in Western Quebec; from Magog to Thetford Mines. As such, our Federation is not so much a separate entity as it is the sum total of its local associations and individual members. It constitutes the largest, voluntary and independent parental educational organization in Quebec.

Quebec Federation was incorporated on August 27, 1959, by Letters Patent issued in virtue of the Quebec Companies Act. Among its objects and purposes are the following:- To assist in the formulation of public opinion favourable to reform and advancement of the education of the child; to develop between educators and the general public such united effort as

shall secure for every child the highest advantage in physical, mental, moral and spiritual education; to raise the standard of home and national life; and, to promote and secure adequate legislation for the care and protection of children and youth.

Quebec Federation is a constituent member of the Canadian Home and School and Parent-Teacher Federation which this year is celebrating its fiftieth anniversary.

### RECOMMENDATIONS

The Quebec Federation of Home and School Associations has been deeply involved in all past teacher contract negotiations and the summarised recommendations herein result from close observation, in an independent capacity, of the last negotiation process (for a period as actual observer at the Protestant Provincial Table) and the assessment from this independent base of the major negative factors which impeded a more expeditious and orderly settlement.

As a preliminary, and in order that alternative recommendations having the same objectives may be adopted if so desired, it would appear desirable to briefly review these negative factors prior to formulating specific recommendations designed to eliminate these problems.

### Factors Prejudicial to the Expeditious and Orderly Settlement of the Last Agreement

1. Relations between the Provincial Association of Protestant Teachers and the Quebec Association of Provincial School Boards were prejudiced from

the outset, and negotiations were delayed due to a difference of opinion between the two parties regarding the correct interpretation of the related legislation - Labour Code or Bill 95. This dispute, but not the ill-will engendered, was only settled on August 22 and November 20, 1975, by court decisions in favour of the QAPSB positions. (See QAPSB Brief pages 2/3 and 4 - The Legal Framework of Negotiations.)

Clearly this situation must not recur.

2. The advisability of the coincidence in time of the contract periods in the several educational sectors and systems and other para-public services is seriously questioned. While this mass over-centralisation would appear superficially to offer advantages it is suggested that in practice it leads to several undesirable consequences. Each group awaits gains that may be conceded to another group, and mass pressure tactics affecting a broad public spectrum may be adopted which may not have arisen with the same collectivity fractionated into different re-negotiation dates. Further this "common front" contract re-negotiation syndrome ignores and tends to obliterate the differing aspirations, and conditions in varying sectors. Further, if a professional standard of conduct is expected from teachers such conduct cannot be expected if this professional status is de-emphasised by directly relating some of their conditions of employment to that offered to less skilled groups of employees. Although it is appreciated that a "common denominator" may be desirable from a Governmental viewpoint such a "common basis" should be wrapped in more individual packages.

3. The current practice appears to support the complete re-negotiation of a Collective Agreement every three years.

In the first case it is suggested that the emphasis and philosophy rather should be on amendments to an existing Agreement, rather than acceptance of the premise that an entirely new set of circumstances occurs every three years requiring a complete re-hash of all factors.

In this regard there may be merit in shortening the contract period to two years to break away from the "new ball game" syndrome, and to consider the establishment of a continuing amendment structure.

4. Not only was the start of serious negotiations delayed due to Paragraph 1 above but once underway excessive delays occurred due to one party or the other referring matters back to their principals for consideration. On occasion such delays led to recriminations by one party or the other.

The need was very apparent for an independent observer at the provincial negotiations table. This role was played by the Quebec Federation of Home and School Associations and while we strongly emphasize the need for this independent parent observer there was also a need for a resource person to expedite proceedings and clarify issues - a Negotiations Animator.

5. From the real public interest point of view, the advertisements in the public media by one party or the other were a negative factor. Advertising by any of the parties involved in Teacher Contract Negotiations should be factual and clear.
6. On the assumption that negotiations have opened on a schedule as suggested

in the Quebec Association of Protestant School Boards' Brief and the Superior Council, i.e. no later than say October 1st of the year preceding the terminal date of the in-effect Agreement on September 1st of the following year; no in-school pressure tactics of any form whatever should be tolerated.

In this respect it is desirable that legislation prohibiting such acts and prescribing severe union penalties should they occur be drafted long before any such eventuality should occur.

The only acceptable pressure tactic is a strike or lock-out as from the due date of the new Agreement period subject to an adequate period of notice - say fourteen days.

As the public interest and thereby the Government cannot tolerate an indefinite shut down of the educational sector it is essential that legislation to cover this eventuality be drafted long in advance and be free from the unacceptable features of Bill 23.

7. In the next round of negotiations it is essential that the inter-relationship of salaries, work load, and teacher-pupil norms is such that no one item can be considered in isolation from the others. It is also essential that the Protestant Boards be fully aware of the positions which the Catholic Boards are prepared to take, particularly in respect to these three factors.

#### RECOMMENDATIONS BASED ON THE FOREGOING

1. That the legislator create a specific section in the Labour Code of the Province of Quebec in order to deal with all the aspects of labour law

applicable to the Education Sector. (Please refer to the Quebec Association of Protestant School Boards' Brief, first recommendation, for a detailed analysis of this point.)

2. The period covered by the Collective Agreement should be staggered from that applicable to other educational and para-public service groups.
3. Steps be taken to implement the philosophy of a basic Agreement subject to periodic amendment, possibly with a shorter two year term and continuous re-negotiation, rather than a complete re-negotiation every three years.
4. A professional industrial relations expert with an established reputation and neutral background insofar as the parties concerned should be appointed by the M.E.Q. as Protestant Negotiations Animator to:-
  - a) Supervise the negotiation process and ensure a reasonably expeditious conformity with the pre-arranged schedule.
  - b) Issue a detailed public report should an impasse develop and strike or lock-out action be inevitable.
5. Legislation should be enacted enforcing the confidentiality of the negotiations process and prohibiting public press releases or advertising except after strike or lock-out notice has been given. Such prohibition would not apply to internal union communications or QAPSB advices to member Boards, or to educationally involved parent groups, i.e. the Quebec Federation of Home and School Associations and Parent and School Committees.
6. Legislation should be enacted prohibiting and prescribing penalties for

teacher pressure tactics other than the only acceptable pressure tactic - a strike after the provision of fourteen days notice, and the expiry of the in-effect Agreement.

In addition to the foregoing which relate primarily to the negotiation framework, as Protestant parents subjectively involved, the Quebec Federation of Home and School Associations supports the Quebec Association of Protestant School Boards recommendations.

Further we might avail ourselves of the opportunity of criticising the present salary structure insofar as a B.A. or B.Sc. with honours adequately covers the academic requirement to teach in the elementary or secondary system, and that the additional salaries for Masters or Doctorate standing, as distinct from special post-graduate teaching courses, really represents overpayment for over-qualification. Not only this, but the Boards are paying for many teachers acquiring these extra academic level marks in their spare time, sometimes to the prejudice of their in-school duties!

On the other hand, mature good teachers receive no salary increment after their fifteenth year (as distinct from cost of living) and are sometimes transferred to administrative duties (for which they may or may not be suitable) to provide them with a salary increase, and a good teacher is lost to the system.

Another item - particularly in the present teacher surfeit situation - the matter of teacher accountability should be introduced by Boards, and the



tenure arrangements revised to enable Boards to dispense with the services of unsatisfactory teachers, which appears to be virtually impossible under present arrangements.

In short it is time that the Boards introduced measures enabling them to become more discriminating employers rather than apparently having to react every time to demands from a well organised and sometimes overly militant union.

In conclusion, the Quebec Federation of Home and School Associations strongly support the philosophy of as much freedom as possible for our Boards to settle matters at the Provincial and local negotiation tables.