

ARTICLE 23.00 CLASS SIZES

“IMPORTANT NOTE:

The following class size language is significantly affected by the ‘Memorandum of Agreement – K-3 Primary Class Size’. This Memorandum is attached to this contract at page 98.

The basics of the Memorandum provide the following maximum class sizes:

	98-99	99-00	00-01
<i>K</i>	<i>20</i>	<i>20</i>	<i>20</i>
<i>1</i>	<i>25</i>	<i>23</i>	<i>22</i>
<i>2</i>		<i>23</i>	<i>22</i>
<i>3</i>		<i>23</i>	<i>22</i>

23.01 *Effective September 8, 1992, average class size maximums for each school shall be calculated according to the following:*

<i>Primary (Grades K-3) average</i>	<i>22 students</i>
<i>Intermediate (Grades 4-7) average</i>	<i>27 students</i>
<i>Secondary (Grades 8-12):</i>	
<i>Shops, laboratories or beginning band average</i>	<i>24 students</i>
<i>Humanities (English or Social Studies) average</i>	<i>26 students</i>
<i>Average all other classes</i>	<i>28 students</i>

23.02 *The above notwithstanding, the following class size maximums shall apply to individual classes:*

<i>Special classes (EMH/TMH)</i>	<i>10 students</i>
<i>Rehabilitation classes</i>	<i>15 students</i>

23.03 *No secondary or intermediate class in the District shall exceed thirty (30) students, no primary class shall exceed twenty-six (26) students, no kindergarten (primary one) class shall exceed twenty (20) students, no primary multi-age groupings shall exceed twenty-four (24) students and no primary/intermediate multi-age groupings shall exceed twenty-six (26) students, except in accordance with the following:*

- (a) Band, Choir or other specialized classes, where the teacher has so requested;*
- (b) additional staffing, preparation or release time has been provided with the agreement of the teacher;*

~~(e) — the teacher, school staff and administration agree to exceed the limits for educationally sound reasons;~~

~~(d) — changes in government funding which cause maintenance of class size guidelines to be beyond the Board's control.~~

- 23.04 *The number of students in a laboratory, shop or other specialized classroom shall not exceed the number which can be safely accommodated.*
- 23.05 *When applying the class size averages set out above, school administration shall ensure, as much as operationally and educationally possible, that the sizes of all classes are equitable.*
- 23.06 *It is understood that the size of classes in which special needs students have been integrated under Article 26.00 shall be reviewed by the school-based team to ensure that work loads are reasonable. Appropriate support services shall be provided pursuant to Article 26.03, when special needs students are integrated into regular classes.*
- 23.07 *In emergency situations an Administrative Officer may assign a student to a classroom on an interim basis for a maximum of two (2) weeks where, in the Administrative Officer's opinion, no other immediate, practical alternative exists. Wherever possible, teachers shall be given one (1) day's notice of any emergency placement.*
- 23.08 *For purposes of this Article, class sizes shall be established within twenty (20) school days of the commencement of instruction of the class in question, except schools on the semester and/or quarter system, when class sizes shall be established within ten (10) school days of the commencement of instruction.*
- 23.09 *When fluctuations in enrolment or external factors beyond the control of the Board do not permit implementation of the class sizes set out in this Article, the Superintendent may request the Association, through its President, to vary the contents of this Article, which request shall not be unreasonably denied.*

ARTICLE 24.00 STAFFING FORMULA (P.C.D.1)

NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS

1. *The Government will provide funding in order to decrease the ratios of non-enrolling teachers to students. Notwithstanding the ratios established in this article, in no event will the financial obligations to Government or School Districts resulting from this article exceed the funding being made available by Government, in each year of the Agreement, as follows:*

Year 1 (July 1, 1998 to June 30, 1999) \$20 million

Year 2 (July 1, 1999 to June 30, 2000) \$5 million

Year 3 (July 1, 2000 to June 30, 2001) \$5 million

2. *Districts shall utilize the funding outlined above, exclusively for the purposes of hiring additional non-enrolling teachers and will make all reasonable efforts to comply with the non-enrolling staffing ratios agreed by the Parties, which are estimated to be achievable within the allocation of funding and are described below.*

3. *Non-enrolling staffing ratios*

i. *Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530 as follows:*

Teacher Librarians: 1:840

Counsellors: 1:761

Learning Assistance Teachers: 1:499

Special Education Resource Teachers: 1:405

Support for ESL Students: 1:21.

ii. *Teacher Librarians*

Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of teacher librarians to students in the ratio of one teacher librarian to eight hundred and forty (840) students.

Effective July 1, 1999, teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students.

iii. *Counsellors*

Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students.

iv. *Learning Assistance Teachers*

Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of learning assistance teachers to students in the ratio one learning assistance teacher to four hundred and ninety-nine (499) students.

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to four hundred and ninety-nine (499) students.

v. *Special Education Resource Teachers*

Special education resource teachers shall be defined as those teachers assigned to programs 1.16, 1.17 and 1.18 by School Districts on Ministry form 1530, September 1997.

Effective July 1, 1998, special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred forty-two (342) students.

4. *Support for ESL Students*

i. *ESL students shall be defined pursuant to the definition used for reporting to the Ministry in the 1996 form 1701, “those students whose English language performance is sufficiently different from standard English to prevent them from reaching their potential”.*

ii. *Effective July 1, 1998, teachers specifically assigned to providing instruction to ESL students shall be provided on a minimum pro-rated basis of at least one (1) ESL teacher to twenty-one (21) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 and as shown in Appendix A attached.*

5. *Process [New Process Provisions as revised by June 4, 1999 Letter of Understanding]*

i. *By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this article, subject to all of the provisions and expectations of this article. This funding will be based on the non-enrolling requirements as delineated in Appendix A.*

ii. *Prior to June 10, 1999 and May 30 in subsequent years, each school district shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the Local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and the reasons for that potential non-compliance.*

iii. *In the event that the District concludes it is not able to achieve the required ratios with the estimated funds, or that implementation of the article creates other costs which cannot be met with the allocated funds, the District shall, by no later than June 15 of that year submit its staffing plan to the Ministry, with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.*

iv. *Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any Local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a*

meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the non-enrolling/ ratios referred to in the Agreement.

- v. *When this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration.*
- vi. *By September 30, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in each year to support increased levels of non-enrolling staffing.*
- vii. *By September 30 in each year of this agreement, each District shall submit to the Ministry with copies to the Local and the BCTF, the Staffing Formulae Implementation Plan detailing the actual staffing formulae for the categories identified in paragraphs 3 and 4 above.*

[Note: Please refer to June 22, 1999 Letter of Understanding #4, page 109, for list of agreed-to arbitrators.]

- 6. *The process set out in paragraph 5 will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the Parties, for years 2 and 3 of the Agreement.*
- 7. *All provisions regarding non-enrolling teachers, in the previous Collective Agreement shall apply, except as modified by this article. Where the previous Collective Agreement provides for services, case load limits or ratios additional or superior to those established through this process, the services, case load limits or ratios from the previous Collective Agreement shall continue to apply.*

ARTICLE 26.00 MAINSTREAMING AND INTEGRATION

26.01 Statement of Intent and Definition

26.01.1 The Board and the Association agree that children with special educational needs shall, where appropriate, be integrated into regular classrooms for part or all of their educational programs.

26.01.2 For purposes of this Article, "children with special educational needs" shall include:

- (a) Low Incidence High Cost:
 - i. Dependent Handicapped
 - ii. Moderately Mentally Handicapped

- iii. Severely Handicapped
 - iv. Physically Handicapped
 - v. Visually Impaired
 - vi. Hearing Impaired
 - vii. Autistic
- (b) High Incidence - Low Cost
- i. Severely Learning Disabled
 - ii. Mildly Mentally Handicapped
 - iii. Significant Behaviour Disorders - when in the opinion of the school-based team, such students present a danger to themselves and/or to others, including staff, or significantly and continuously disrupt the learning environment for other students in their classes.
- (c) In applying the above definitions, the following special needs students need not be assessed by the school-based team when they first come into the school:
- i. Students entering the District at Kindergarten or any students entering from other districts, who have been previously identified as students with special needs pursuant to (a) or (b) above.
 - ii. Students transferring from another school in the District who have been previously identified as students with special needs pursuant to (a) or (b) above.
- (d) Where a student has been identified pursuant to Section 26.05.5 as being in need of special educational services, the designation shall remain with the student upon his/her transfer to another school or classroom until the school-based team determines that the designation is no longer appropriate, or the Ministry requires a redesignation.

26.02 Individual Educational Programs

- 26.02.1 Teachers of regular classes shall not be solely responsible for the completion of Individual Educational Programs (IEP's) for special needs students integrated into their classrooms. Individual Education Programs (IEP's) shall be developed by appropriate District staff and the school-based team in collaboration with regular classroom teacher(s).

26.03 Role of School-Based Teams

26.03.1 Special needs students shall not be integrated into regular classrooms until after the applicable school-based team has met. In exceptional circumstances, when no other practical alternative exists, special needs students may be provisionally placed in a regular classroom, for a period not to exceed five (5) school days, pending the meeting of the school-based team.

26.03.2 The school-based team, comprising the Administrative Officer, affected teachers, the learning assistance teacher or counsellor and the Director of Instruction (Special Services) or designate(s), shall identify:

- (a) the students to be integrated,
- (b) the degree of integration,
- (c) the placement of students, and
- (d) program planning needs for the special needs students.

26.03.3 In developing educational programs for special needs students, school-based teams shall:

- (a) Consult with the parents, appropriate professional personnel and the student (where applicable) in order to consider the applicable educational and medical information.
- (b) Determine in-service needs, release time, and the resources required for program planning, outside consultation and ongoing assessment.
- (c) Determine appropriate facilities and equipment.
- (d) Establish evacuation and care procedures for fire and earthquake emergencies.

26.04 Degree of Integration

26.04.1 *The school-based team shall determine the number of special needs students to be integrated into any regular classroom in their schools. The school-based team shall endeavour to limit the number of special needs students it integrates into any regular classroom as follows, provided, by so doing, all Ministry requirements have been met and any additional funding requirements have been approved by the Superintendent, on the basis of available funding, which approval shall not be unreasonably denied:*

- (a) *Two (2) Low Incidence - High Cost students, or*
- (b) *Four (4) High Incidence - Low Cost students, or*
- (c) *One (1) Low Incidence - High Cost student and two (2) High Incidence - Low Cost students.*

26.05 Resources to be Applied

26.05.1 Teacher Assistants

When determined by the school-based team and approved by the Superintendent, on the basis of available funding, which approval shall not be unreasonably denied, teacher assistants shall be provided for students who exhibit violent behaviour and/or who present a danger to themselves and/or to others, including staff, and for assisting special needs students with such items as: toileting, changing for physical education, participating in special events during lunch intermission and recess, and during class/instructional time.

26.05.2 Facilities

The Board shall provide adequate facilities for students who are to be integrated into regular classrooms. Before integration begins, the Board shall endeavour to complete any renovations to the classroom, washroom and/or school building, as determined by the school-based team and approved by the Superintendent, on the basis of available funding, which approval shall not be unreasonably denied.

26.05.3 In-Service/Release Time

- i. When determined by the school-based team and approved by the Superintendent, on the basis of available funding, which approval shall not be unreasonably denied, pre-service/in-service training and ongoing support services shall be provided to teachers having special needs students integrated into their classrooms.
- ii. When determined by the school-based team and approved by the Superintendent, on the basis of available funding, which approval shall not be unreasonably denied, release time and resources shall be provided to the receiving teacher(s) and other school-based personnel who may be affected to facilitate classroom assessment and consultation.
- iii. For the purposes of this section, "release time" shall be in addition to release time provided for elsewhere in this Agreement.

26.05.4 Consultation Release Time

Effective in the 1993-94 school year, the Board shall establish a District-wide fund in the total amount of three thousand dollars (\$3,000) per annum. The purpose of this fund is to provide release time for school-based team meetings and teacher/teacher assistant consultations at the elementary level. The Superintendent shall allocate this yearly amount to individual schools in consultation with the President of the Association.

The Administrative Officer, through the staff committee, shall determine the portions of each school's allocation which will be applied for the above purposes.

26.05.5 Testing and Evaluation

Upon the request of the classroom teacher and with the support of the school-based team and with the approval of the student's parents or legal guardians, the Board shall provide necessary testing and evaluation of a student or students through qualified District personnel.

26.06 Funding Allocation Committee

26.06.1 The parties shall form a Funding Allocation Committee to develop an acceptable method for distributing the Board's budget allocation for special needs students. This committee shall be chaired by the Superintendent and shall have a mandate to consider methods of ensuring the continuing existence of a full range of special educational services in the District.

ARTICLE 31.00 TEACHER ASSIGNMENT WITHIN SCHOOLS

31.01 Determination of In-School Assignments

31.01.1 Assignments within schools shall be the prerogative of the Administrative Officers. In determining assignments, the Administrative Officers shall consider the following:

- (a) qualifications of the teachers in the school,
- (b) experience of the teachers in the school,
- (c) training of the teachers in the school,
- (d) equitable distribution of workload, and
- (e) personal preferences of the teachers in the school.

31.01.2 Assignments will not be used as a culpable discipline measure.

31.02 Staff Meeting Required

31.02.1 A staff meeting shall be held in each school, on or before May 30th of each year, to discuss the proposed timetable and staff assignments for the next school year.

31.03 Confirmation Date

31.03.1 Teachers shall have their assignments for the next school year confirmed by their Administrative Officers on or before June 15th.

31.04 Teacher's Right of Appeal

31.04.1 If a teacher is not satisfied with the assignment, he/she may appeal to the Administrative Officer, within forty-eight (48) hours of receipt of confirmation under section 31.03. If the matter is not resolved to the teacher's satisfaction, the teacher may,

within five (5) school days of receiving the confirmation, appeal the matter to the Superintendent. The decision of the Superintendent shall be final and subject to no further appeal. The teacher may be accompanied by a representative of the Association at the meetings with the Administrative Officer and the Superintendent under this section.

ARTICLE 49.00 HOME EDUCATION

- 49.01 Educational services that may be required for home education students as defined in School Act, Part II, Div. 4, Sec. 12 & 13 and School Act Regulations, Sec. (3), shall be provided by bargaining unit members.
- 49.02 Classroom teachers shall not, however, be required to prepare educational resource materials or exams, or to assess or prepare reports on home education students, unless such duties are assigned as part of that teacher's regular assignment.

the employee (subscriber) shall pay one hundred percent (100%) of the cost of the increase to the premiums directly related to increasing the lifetime limit on the Extended Health Benefits Plan from twenty-five thousand dollars (\$25,000) to one million dollars (\$1,000,000).

Subject to confirmation from the benefit provider, this amendment to the Extended Health Benefit Plan shall take effect as soon as administratively possible.

Memorandum of Agreement K – 3 Primary Class Size (P.C. Appendix B)

This Memorandum of Agreement is appended to and will be signed off as part of the Agreement in Committee between the British Columbia Teachers' Federation and the Government of British Columbia entered into on 17th day of April, 1998.

1. *The parties are committed to reducing class size in the primary grades (K to 3) and to providing funding, as defined in paragraph 8 below, to achieve that objective.*
2. *The term of this Memorandum of Agreement shall commence on ratification of the Collective Agreement and conclude on June 30, 2001.*
3. *All current class size and composition provisions in the Previous Collective Agreement shall continue to apply, with the exceptions as noted in paragraphs 4, 5 and 7 below.*
4. a) *In Year 1 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 1998, as follows:*
 - Kindergarten 20

- *Grade 1* 25
- *Grade 2* *As per Previous Collective Agreement*
- *Grade 3* *As per Previous Collective Agreement*

b) *In Year 2 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 1999, as follows:*

- *Kindergarten* 20
- *Grade 1* 23
- *Grade 2* 23
- *Grade 3* 23

c) *In Year 3 of the Agreement, the Government will provide funding, as defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 2000, as follows:*

- *Kindergarten* 20
- *Grade 1* 22
- *Grade 2* 22
- *Grade 3* 22

5. *Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.*
6. *Any provisions found in the previous Collective Agreement(s) which would allow class size numbers to exceed those found in paragraphs 4 and 5 above and paragraph 7 below, except with respect to Grades 2 and 3 in Year 1 of this Memorandum of Agreement, shall not apply.*
7. *Where there is a combined primary/intermediate class, an average of (a) the maximum class size of the lowest involved primary grade and (b) the maximum class size of the lowest involved intermediate grade will apply.*
8. *Notwithstanding any of the foregoing, in no event will the financial obligations to Government or school districts resulting from this Agreement exceed the funding being made available by Government, as follows:*

Year 1 (July 1, 1998 to June 30, 1999) \$5 million

Year 2 (July 1, 1999 to June 30, 2000) \$20 million

Year 3 (July 1, 2000 to June 30, 2001) \$20 million

9. *Districts shall utilize the funding provided in paragraph 8 above exclusively for the purposes of hiring additional enrolling K to 3 classroom teachers and will make all reasonable efforts to comply with the class size maximums set out in paragraphs 4 and 5 above.*
- a) *By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this Memorandum of Agreement, subject to all of the provisions and expectations of this Agreement.*
 - b) *By May 30, 1998, School Districts shall provide to the Ministry with copies to the Local, in writing K-3 staffing plan(s) for each school enrolling primary grades, that sets out how the estimated funding referred to in (a) above shall be utilised to staff within the class size maximums in paragraphs 4 and 5 above.*
 - c) *In the event a District concludes it will not be able to achieve the required class size maximums with the estimated funds made available to them, the district shall, by no later than May 30 of that year, submit to the Ministry its staffing plan and state therein the reasons why, in the opinion of the district, it is not possible to achieve the class size maximums which would otherwise apply. Copies of the staffing plan shall also be provided at the same time to the corresponding local(s) of the BCTF.*

Within 10 days of the submission of the report referred to above, a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local shall meet to address whether it is possible to resolve any outstanding issues in order to achieve the class size maximums set out in this Agreement.

Where this process fails, either party, within 5 working days, may refer the matter to Vince Ready or another mutually acceptable arbitrator for binding decision. Such decision shall be provided within 10 days of the referral.

- d) *By June 15, 1998, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in Year 1 to support increased levels of staffing in the primary grades (K-3).*
- e) *By October 15 in each year of this Memorandum of Agreement each district shall submit a K-3 Implementation Plan, detailing the allocation of staffing and the actual K-3 class size for the district, to the Ministry with a copy to the local.*

If there is a dispute over the October 15 K-3 Implementation Plan that is not resolved through the grievance procedure, the matter may be referred by either party for expedited arbitration. The expedited arbitration will commence no later than 28 days after the referral of the grievance for expedited arbitration. The arbitrator will be from a list of agreed upon arbitrators, as established by the

parties, and will issue a decision no later than 21 days after the conclusion of the hearing.

- f) In the event that additional enrollment after September 30 makes it impossible to comply with the maximums set out in paragraphs 4, 5, and 7 within the resources made available, then in those circumstances only, the provisions of the previous Collective Agreement shall apply.*
- 10. The process set out in Paragraph 9 will be implemented on an accelerated schedule, as determined by the Ministry of Education, for Years 2 and 3 of the Agreement.*
- 11. Where class size or workload maximums/restrictions contained in the Previous Collective Agreement are lower than those in this Memorandum of Agreement, the maximums from the Previous Collective Agreement shall apply.*
- 12. In the event of non-renewal of this Memorandum of Agreement on Primary Class Size (K-3), class size and composition provision(s) in the Previous Collective Agreement shall continue to apply.*

Original Signed by:

Ray Worley

Russ Pratt

Elsie McMurphy

Tony Penikett

Kit Krieger

Don Avison

*On Behalf of the B.C.
Teachers' Federation*

On Behalf of Government

Provincial Letter of Understanding No. 3: Mid Contract Modifications

Between
The British Columbia Teachers' Federation (BCTF)
And
The British Columbia Public School Employers' Association (BCPSEA)

The parties agree to the following to resolve disputes arising out of the implementation of the Provincial Collective Agreement:

1. *Obligations of Boards re: Non-Enrolling/ESL Ratios*
 - a. *Boards are obligated to maintain the ratios so that they do not decrease below the 1997-98 ratios in Appendix A, including any amendments thereto.*
 - b. *Where a Board receives funding in order to decrease the ratios of non-enrolling/ESL teachers to students, the Board is obligated to expend the funds received exclusively on hiring additional teachers to those produced by the ratios in (a) above within the category specified including costs necessarily and directly related thereto. A Board is not required to spend funds beyond those allocated by the Agreement for the purpose of decreasing the ratio and thus may not be able to meet the Appendix A ratios set out for Years 2 and 3.*
 - c. *Where the 1997-98 ratio in Appendix A does not accurately reflect the non-enrolling/ESL service level in place on September 30, 1997, and where disputes regarding compliance have arisen, the 1997-98 ratio will be adjusted to reflect the level of service agreed by the Board and the Local by applying the following principles:*
 - i. *if the revised ratio remains superior to the provincial minimum ratio, then the revised ratio forms the base and Appendix A will be amended accordingly,*
 - ii. *if the revised ratio is inferior to the provincial minimum ratio, then the provincial minimum becomes the ratio in either Year 2 or 3.*
 - iii. *where the ratio in Appendix A included Administrative Officers in the "teacher" column when the levels of service were reported for 1997-98,*
 - (i) *if removal of the number of Administrative Officers from the 1997-98 ratio results in a ratio that remains superior to the provincial minimum ratio, then the revised ratio forms the base and Appendix A will be amended accordingly.*
 - (ii) *if removal of the number of Administrative Officers from the ratio results in a ratio that is inferior to the provincial minimum ratio, the incumbent is grandfathered. When the individual leaves the position*

he/she can no longer be counted for purposes of meeting the ratio and the ratio must be met by counting only teachers within the bargaining unit.

- d. Should Article A.1.2 of the Provincial Collective Agreement come into effect, the obligations of Boards will continue as outlined in a. and b. above as long as the Ministry continues to replicate both the funding and the funding distribution system for Year 3 as outlined in Appendix A except where amended by mutual agreement of the parties and subject to the Ministry providing a letter confirming that the funding distribution system and monies in place for Year 3 will be replicated during any bridging period prior to the ratification of a subsequent collective agreement.*

2. Resolution of outstanding district-specific disputes.

- a. School District No. 6 (Rocky Mountain)*

Special Education Appendix A ratio for Years 2 and 3 of the agreement is 1:342

The parties agree to request Ministry funding for the necessary additional FTE teachers to assist in meeting this ratio.

- b. School District No. 23 (Central Okanagan)*

Learning Assistance Appendix A ratio for Years 2 and 3 of the agreement is 1:490

- c. School District No. 33 (Chilliwack)*

Special Education Appendix A ratio for Years 2 and 3 of the agreement is 1:342

- d. School District No. 43 (Coquitlam)*

Learning Assistance Appendix A ratio for Years 2 and 3 of the agreement is 1:504

- e. School District No. 64 (Gulf Islands)*

Counselling Appendix A ratio for Years 2 and 3 of the agreement is 1:651

- f. School District No. 78 (Fraser Cascade)*

Teacher Librarian Appendix A ratio for Years 2 and 3 of the agreement is 1:569

- g. School District No. 79 (Cowichan Valley)*

Teacher Librarian Appendix A ratio for Years 2 and 3 of the agreement is 1:559

3. Process to resolve outstanding district-specific disputes

The parties each agree to name an individual representative to meet and discuss the following disputes (a. and b.) with the local parties and to attempt to achieve a resolution by June 10, 1999.

a. School District No. 40 (New Westminster)

Counselling

Learning Assistance

Teacher Librarian

ESL

b. School District No. 71 (Comox)

Teacher Librarian

Special Education

4. Teacher Librarian Preparation Time Relief

a. The BCTF agrees to withdraw its grievance pertaining to the provision of preparation time relief with respect to the following districts:

i. School District No. 22 (Vernon)

ii. School District No. 27 (Cariboo-Chilcotin)

iii. School District No. 52 (Prince Rupert)

iv. School District No. 67 (Okanagan Skaha)

v. School District No. 75 (Mission)

vi. School District No. 82 (Coast Mountains)

b. The parties agree that any matters in the above mentioned disputes (4.a) that pertain to 1530 reporting not related to the provision of preparation time relief by teacher librarians be referred to the process established in 3 above.

c. The BCTF reserves the right to grieve any allocation of teacher librarian time to preparation time coverage that is not reasonably associated with the duties of a teacher librarian.

5. *Primary Class Sizes and Special Needs Reductions*

The parties agree that the grievance filed by BCPSEA will proceed to arbitration in an expedited manner such that every effort will be made to conclude the hearing in time to have a decision rendered prior to September 1, 1999.

6. Teachers-On-Call - Employment Insurance

For purposes of Employment Insurance, Boards will report 9.1 hours per day (pro rata for partial days) for teachers-on-call for all time reported on records of employment issued on or after June 11, 1999*. All previously issued Records of Employment, including coverage from September 1, 1997, will be revised on the basis of 9.1 hours per day and re-issued prior to October 31, 1999, unless a ruling from HRDC/Revenue Canada disallows claims based on the reporting level contained in the collective agreement.

Should Employment Insurance not accept 9.1 hours and substitute a lower number, Boards will not participate in any appeal process. Participation in any appeal process is the responsibility of the Teacher on Call and the BCTF.

The grievance filed by the BCTF is hereby resolved.

*Note: this date is dependent upon signing this Letter of Understanding by June 4. Otherwise the date will need to change to reflect a date one week from signing.

7. Teachers-On-Call - Employment Standards Act (ESA) Part 7 (Annual Vacation) and Part 5 (Statutory Holidays)

The B.C. Labour Relations Board Decision No. B551/98 regarding Sections 43, 49 and 61 of the ESA requires “arbitrators to consider together the collective agreement provisions for all employees covered by the agreement, and to compare them to the corresponding requirements of the Act, as also considered together for all of the employees.”

The parties agree that until this decision of the LRB is beyond any form of appeal, that no grievances regarding the above matters will proceed to arbitration. Should Decision No. B551/98 remain the same, the BCTF will withdraw all grievances related to this issue.

8. Teachers-On-Call Benefits

The BCTF has identified 18 districts as not having advised teachers-on-call about their eligibility for benefits. BCPSEA will work with the districts identified to ensure that teachers-on-call eligible for benefits pursuant to Article B.2.4 are advised of that right. Where teachers-on-call have been advised that they are not eligible because of plan limitations, locals in those districts shall be provided with a copy of the master benefit plan identifying such limitations.

9. Accounting Manual Differences

The parties recognize that the methodology used to calculate service levels has varied from district to district.

Differences of interpretation by the parties of the Ministry of Education's Accounting, Budgeting and Financial Reporting Manual shall be referred to a three person committee composed of representatives of BCPSEA, BCTF and the Ministry of Education for final and binding decision.

10. Combined Intermediate/Primary Class Sizes

The parties agree that all fractions occurring from combined intermediate/primary class size splits shall be rounded down.

11. ESL Funding - Appendix A

- a. *For 1999/2000 and 2000/2001 school years, ESL PCA funding shall be provided to each district in the same amount as provided in 1998/1999.*
- b. *The number of ESL teachers required in each district for 1999/00 shall be the same number of ESL teachers as employed in 1998/1999.*
- c. *An equivalent ESL ratio to that contained in Appendix A shall be calculated for each district by dividing the number of Ministry funded ESL students enrolled in that district on September 30, 1999 by the number of ESL teachers pursuant to 11(b).*
- d. *The ratio calculated in 11(c) shall be applied to determine the number ESL teachers employed by each district in 2000/2001 in consideration of the number of ESL students enrolled in that district on September 30, 2000.*
- e. *In no case shall the equivalent ratio of ESL teachers to ESL students be inferior to 1:74.*
- f. *A correction shall be made to Appendix A for School District No. 39 (Vancouver) to correct the error contained in the 1997 Form 1530 reported level of service. A special purpose grant shall be provided to School District No. 39 to enable the provision of 27 FTE additional ESL teachers such that the total number of ESL teachers employed by School District No. 39 on September 30th, 1999 will be 335.4.*

12. Spring Staffing Process

To amend the process outlined in Article D.1.6 and Memorandum of Agreement clauses 9.b, c and d as follows:

- i. unchanged.

- ii. Prior to June 10, 1999 and May 30 in subsequent years, each School District shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and/or the primary class size maximums and the reasons for that potential non-compliance.
- iii. In the event that the district concludes it is not able to achieve the required ratios and/or the primary class size maximums with the estimated funds, or that implementation of the article creates other costs which cannot be met with the allocated funds, the District shall, by no later than June 15 of that year submit its staffing plan to the Ministry with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios or maximums which would otherwise apply.
- iv. Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the non-enrolling/ESL ratios and/or the primary class size maximums referred to in the Agreement.
- v. When this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration.
- vi. By September 30, the Ministry of Education shall communicate to School Districts in writing the level of funding the District will receive in each year to support increased levels of non-enrolling staffing.
- vii. unchanged.

The undersigned agree to recommend this Letter of Understanding to their respective parties.

Date: June 4, 1999

Original signed by Kit Krieger
For the BCTF

Original signed by Charles Hingston
For the BCPSEA

Joint interpretation of 1.d of the Letter of Understanding between the BCTF and BCPSEA dated June 4, 1999.

The parties (BCTF and BCPSEA) agree that 1.d is intended to provide stability during a bridging period, if any, without prejudice to either party's position on the question of a Board's obligation to meet non-enrolling ratios after June 30, 2001.

Dated: June 4, 1999

Original signed by Charles Hingston
for BCPSEA

Original signed by Kit Krieger
for BCTF

KN99june04a
ljl/utf8/IWA Local 1-3567

Provincial Letter of Understanding No. 4: Approved List of Arbitrators—Spring Staffing Process

Between

The B.C. Teachers' Federation (BCTF)

And

The B.C. Public School Employers' Association (BCPSEA)

Re: Approved List of Arbitrators—Spring Staffing Process

The parties agree that the following constitutes the list of agreed arbitrators, as referred to in item 12.v of the Letter of Understanding between the parties dated June 4, 1999:

Robert Blasina
Barbara Bluman
Jim Dorsey
Marguerite Jackson
Stephen Kelleher
Judith Korbin
Don Munroe
Vince Ready
Colin Taylor

Furthermore, the parties agree to divide the agreed to list into three categories, as follows:

- “A” – Jim Dorsey, Judi Korbin, Colin Taylor;
- “B” – Marguerite Jackson, Don Munroe, Vince Ready;
- “C” – Bob Blasina, Barbara Bluman, Stephen Kelleher.

The procedure for choosing an arbitrator under item 12.v of the Letter of Understanding is agreed to be as follows:

- When a matter comes forward for reference to arbitration, the first arbitrator to be approached would be an agreed to person on the “A” list. If the parties are unable to agree who on the list should be approached first, then the first person in alphabetical order by last name from that list is to be approached first. If that arbitrator is available within 28 days to hear the dispute, then he or she will be appointed. If not, then the next arbitrator on the “A” list will be approached and the process will be repeated. If no one from the “A” list is available within 28 days, then arbitrators on the “B” list would be approached on the same basis. If, after exhausting both the “A” list and the “B” list, there is still no arbitrator who can hear the case within 28 days, then arbitrators on the “C” list would be approached on the same basis.

- If the parties are still unable to find any arbitrator from the list to hear the case within 28 days, then the arbitrator will be the person from the “A” list with the first available time.
- The second arbitration to come forward would follow the same system except that in the event that the parties are unable to agree who to approach first, then the first person on the “A” list alphabetically, who has not been assigned a case, would be the first approached. The same process as set out above would be repeated, if necessary, for arbitrators on the “B” and “C” lists. On subsequent arbitrations the arbitrator first approached from the “A” list will be chosen on an alphabetical rotational basis unless there is agreement to the contrary. This same rotational system would apply to the “B” and “C” categories.

This letter of understanding shall expire upon the commencement of a new collective agreement.

For BCPSEA

For BCTF

Original signed by
Kenneth Werker

Original signed by
Kit Krieger

Dated June 22, 1999

ljl/utf/IWA Local 1-3567