

ARTICLE A.11: LEGISLATIVE CHANGE

1. In the event any statute or regulations render any part of this Agreement null and void the remainder of the terms of this Agreement shall continue in effect.
2. In the event that legislation or regulation renders null and void or materially alters any portion of this Agreement the parties agree that they will meet to assess the impact of such changes and negotiate to restore the original intent of the Agreement.
3. If the negotiation referred to in A.11.2 above does not provide a resolution either party may refer the matter to arbitration.
4. The arbitrator's jurisdiction, as referred to in A.11.3 above shall be limited to modifications which attempt to restore the intent of the original clause within the limits of legislation and shall not include the power to amend, add to, or delete from the Agreement, matters which are not directly related to the affected subject portion of the Agreement.

ARTICLE A.26: EXPEDITED ARBITRATION

1. Only grievances resulting from Article D.1 (Class Size), Article D.13 (Mainstreaming/Integration), Article E.11 (Posting Vacancies), Article E.12 (Filling Vacancies), and Article E.14 (Board-Initiated Transfers) may be referred to Expedited Arbitration by the party initiating the grievance.
2. By mutual agreement, any other grievance may be referred to expedited arbitration.
3. A single arbitrator shall be selected from the list below. Unless the parties agree otherwise and subject to A.26.4. below, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator that is not included on the list.
4. Within ten (10) teaching days of the grievance being referred to expedited arbitration, the arbitrator shall hear the grievance and shall render a decision within five (5) days. If no arbitrator from the list is available within ten (10) teaching days, the first available arbitrator from the list shall be selected.
5. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.
6. The parties shall share equally the costs of fees and expenses of the arbitrator.
7. The list of arbitrators to be selected shall be:
 - a. Don Monroe

- b. Vince Ready
- c. Stephen Kelleher
- d. Allan Hope
- e. Barbara Bluman

ARTICLE D.1: STAFFING FORMULA – (PC 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

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

Teacher Librarians: [#]
 Counsellors: [#]
 Learning Assistance Teachers: [#]
 Special Education Resource Teachers: [#]
 Support for ESL Students: [#]

- b. 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 921:1, and in accordance with Board policy 2190.

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, and in accordance with Board policy 2190.

c. 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.

d. 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 of 619:1 and in accordance with Board policy 2190.

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students, and in accordance with Board policy 2190.

e. 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

a. 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".

b. 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 seventy four (74) 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. The following tables summarize the annual expenditure and the estimated ratio for each category of non-enrolling teachers and English as a Second Language teachers.

	Extra Teachers				
	Counsellors	Librarians	ESL Teachers	Special Ed. Resource Teachers	Learning Assistance Teachers
Ratios	1/693		1/74	1/342	
Additional Teachers	79	57	79	79	57
Cost	\$4.5 million	\$3.25 million	\$4.5 million	\$4.5 million	\$3.25 million
Total Additional Teachers	351				
Total Cost	\$20 million				

YEAR 1 – 1998/99

	Extra Teachers Librarians
Ratios	1/702
Total Additional Teachers	88
Total Cost	\$5.0 million

YEAR 2 – 1999/00-

YEAR 3 – 2000/01

	Extra Teachers Learning Assistance Teachers
Ratios	1/504
Total Additional Teachers	88
Total Cost	\$5.0 million

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 ____, for list of agreed-to arbitrators.]

- 7. The process set out in paragraph 6 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.
- 8. 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 D.11: CLASS SIZE

“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 as Appendix 14.

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

	98-99	99-00	00-01
K	20	20	20
1	25	23	22
2		23	22
3		23	22

For further details on split classes and other details, the actual Memorandum should be consulted.”

1. The Board shall maintain class sizes according to the following:

Kindergarten (only)	20
Primary class	24
Intermediate class	30
Intermediate Split	28
Special class (EMH/TMH)	10
Special class (ESL/RR)	15
Alternate class	12
Secondary	30
Secondary English	28
Secondary Social Studies	28
Science/Home Ec	26
Industrial Education	24
Multi-age (K-7)	23

Secondary teaching load shall be a maximum of 196 students per FTE teaching cycle.

2. No teacher will be required to exceed the above class sizes except in the following circumstances:
 - a. Band, Choir, P.E. 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. Such agreement shall not unreasonably be withheld.
 - c. the teacher, school staff and administration agree to exceed the limits for educationally sound reasons.
3. Notwithstanding the above, (but subject only to Article D.11.2) the number of students in a laboratory or shop shall not exceed the number of which can be accommodated safely, and in any event I.E. shop classes shall not exceed twenty-four (24) students.
4. In emergency situations a principal may assign a student to a classroom on an interim basis for a maximum of two (2) weeks where, in the opinion of the principal, no other immediate, practical alternative exists. Teachers shall be given one (1) day's notice of any emergency placement.
5. Maximum limits shall be in force by September 30 each year.
6. In allocating staff to school, the Board will plan a budget in accordance with Article D.11.1 and D.11.9. The Union shall be consulted in the planning process.
7. By September 30 each school year, each school will seek solutions at the school level in an effort to balance classes in accordance with Article D.11.1.
8. Following the commencement of the school year (first day of school in September) cross boundary transfers will not be accepted if they result in class sizes beyond the class sizes specified in Article D.11.1.
9. Effective June 30, 1990, in addition to the class size limitations contained in Article D.11.1 and D.11.6, the District class size averages shall not exceed twenty-five (25) pupils for elementary school and twenty-six (26) in secondary schools. The District average class sizes shall be calculated according to the Ministry of Education guidelines established for the calculation of average class sizes.

ARTICLE D.12: PROFESSIONAL TEACHING STAFF FORMULA

1. Minimum staffing for libraries and learning assistance centers shall be according to School Board Policy No. 2190.
2. It is recognized that in circumstances of educational need which can be substantiated by the Board, extra learning assistance allocations may be assigned by the Board.
3. School District policy, as it relates to staffing for libraries and learning assistance, shall not be changed during the term of the Agreement without the agreement of the Union.

ARTICLE D.13: IDENTIFICATION, MAINSTREAMING & INTEGRATION

1. At the request of the Administrative Officer, teacher or parent/guardian, a student shall be referred to the School-Based Team.

An elementary School-Based Team shall be comprised of the school's Principal or Vice-Principal; and four (4) teachers chosen by the staff. It is understood that the teacher(s) making the referral, and other appropriate support personnel, shall have the right to be in attendance, but shall not have the right to vote.

A secondary School-Based Team shall be comprised of the school's Principal or Vice-Principal; and three (3) teachers chosen by the staff. It is understood that the teacher(s) making the referral, and other appropriate support personnel, shall have the right to be in attendance, but shall not have the right to vote.

The School-Based Team shall elect its own chair. Minutes shall be kept and distributed for all meetings. Every effort shall be made to reach decision by consensus; failing consensus, decision shall be by majority vote.

2. The School-Based Team shall determine:
 - a. whether in-school assessment is required and sufficient
 - b. whether referral to Support Services is required
 - c. whether placement and resources are appropriate.
3.
 - a. Notwithstanding the decision of the School-Based Team, the Administrative Officer, the teacher or the parent /guardian may refer the student to the District Screening Committee.
 - b. The District Screening Committee shall be comprised of: the Director of Support Services or designate; and four (4) teachers chosen by the Union. The District Screening Committee shall determine whether a referred student has special needs as described in Appendix D.
4. As a statement of principle, the Board and the Union agree that the integration/ mainstreaming of children with special needs into regular classrooms shall only occur when the necessary conditions for a positive educational experience exist for both the child with special needs and the pupils in the regular classroom. Both parties further agree that a careful and thorough examination of alternatives shall take place when decisions are made regarding the determination of the necessary conditions for a positive educational experience.
5. The integration of students with special needs, who fall into the categories included in Appendix D, will result in a smaller class size by at least one than the numbers listed in Article D.11. In any case, the number of students identified in Appendix D in any one class shall not exceed three (3), of which only one may be severe behavior disordered as

defined in Appendix D. If there are three (3) Appendix D students in a class, the size will be reduced by at least two (2) from the numbers listed in Article D.11.

6.
 - a. If the necessary conditions in D.13.2 have not been met, the Board, in consultation with the School-Based Team, shall arrange for alternate placement for the child with special needs.
 - b. Notwithstanding Article D.13.6.a, the Board shall have the right to place a student, on an emergency basis, prior to the necessary conditions in Article D.13.2 having been met, with the understanding that, in elementary schools, any student arriving in the school after the commencement of any school term shall not be placed in a classroom until the day after the student is registered. Prior to making a class placement, the school will make every reasonable effort to contact the student's previous school to ascertain whether the student has any special needs. Should reasonable grounds exist to suspect that the student has special needs, the School-Based Team shall meet forthwith to determine the necessary conditions for the interim. The recommendations of the School-Based Team shall not be unreasonably denied.
 - c. In any event, the following conditions shall apply in the case of an emergency placement:
 - i. The student will receive priority for assessment.
 - ii. This procedure will be used only for students who move into the District during the school year.
 - iii. The interim period will last a maximum of two (2) weeks.
7. The classroom teacher or the Board shall have the right to a review of a decision of the District Screening Committee.

When a teacher wishes a review, the teacher shall request a meeting with that committee, the Superintendent (or designate), and a representative of the Union.

When the Board wishes a review, the Board shall request a meeting with that committee, the teacher and the Union representative. Both parties shall make every reasonable effort to resolve their differences.

The Superintendent (or designate) shall have the authority to, and shall make every reasonable effort to, resolve the concern in the shortest possible time.

In the event that the matter is not resolved by this method, the teacher and the Union may initiate a grievance under Article A.26 (Expedited Arbitration).

8. In-service/Professional Development
 - a. Consideration for release time from the instructional day, as determined by the School-Based Team, will be given to teachers to determine the needs of students, to receive extra training, to consult with other staff and/or resource persons, and to evaluate program effectiveness on an ongoing basis.
 - b. Whenever possible, time for appropriate professional development shall be arranged prior to placement of a student with exceptional educational requirements.
 - c. Where such in-service, training or professional development must take place in the months of July and/or August, the teacher shall be paid at the rate of 1/200 of salary for each day of training and shall be reimbursed for expenses incurred.

Appendix 6: Students with Special Needs

For the purposes of defining students with special needs in this Agreement, those students shall include:

1. DEPENDENT HANDICAPPED

Students counted for funding purposes as 'physically dependent with multiple needs' are those students who, in addition to severe physical handicaps, are also greatly challenged by one or more other disabling condition(s) such as severe sensory impairments and/or severe mental retardation and/or complex chronic health needs.

Functionally these students are completely dependent in all major activities of daily living such as mobility, dressing, eating, medication, personal hygiene and safety.

These individuals typically require extensive ongoing support not only during school hours but throughout their entire lives.

Multi-sensory deprived students (deaf/blind) may also be eligible to be included in this category.

The estimated prevalence in British Columbia of school-age students requiring this very intense level of service is .07% of the total student population. Enrollment data indicates that about half of this .07% are students who currently receive their educational services in Provincial Resource Programs and are funded under Program 3.35. The remaining students are in school district programs where historically they have usually been counted for funding purposes in Program 3.21 (Severe Profoundly Handicapped) or Program 3.22 (Physically Handicapped).

2. MODERATELY MENTALLY HANDICAPPED (TMH)

Many moderately mentally handicapped students generally function two to three years below their actual age level. The deficits are frequently evident in language acquisition, cognition, fine and gross motor skills, self-help and socialization.

On formal psychological tests, moderately mentally handicapped students usually score between three and five standard deviations below the norm.

As a general guideline, educators can anticipate that many moderately mentally handicapped students are capable of attaining academic skills to the upper primary level and some to the lower intermediate level.

The Ministry recognizes the incidence of moderately mentally handicapping conditions as approximately .36% of the school population.

3. SEVERELY AND PROFOUNDLY MENTALLY HANDICAPPED

Severely and profoundly mentally handicapped students range in ability from individuals who are capable of learning self-care skills and basic communication to individuals who require intensive intervention to maintain and develop responses to external stimulation. Frequently these students will have sensory and physical disabilities in addition to their mental handicap.

The Ministry recognizes the incidence of severe/profound mentally handicapped conditions as approximately .09% of the school population.

4. PHYSICALLY HANDICAPPED

Physically handicapping conditions include disorders of the nervous system, musculo-skeletal conditions, congenital malformations and other physically disabling, and health related conditions. The extent of the physical impairment varies greatly resulting in a range of educational implications. The majority of students in this category have minimal involvement and thus require minor adaptations in curriculum materials and instructional techniques. Successful programming for student who are more seriously involved may require the use of support workers and specialized teaching equipment in addition to modification of curricular materials and instructional methods. Many of these students may be included and funded in other special education categories.

5. VISUAL IMPAIRMENT

Visually impaired students include those students whose visual impairment result in such a substantial education and/or related services from trained and experienced teachers of the visually impaired. These students are commonly referred to as blind or partially sighted.

Visually impaired students are comparatively few in number, are in widespread geographic areas, and require diversified programs.

6. HEARING IMPAIRMENT

Hearing-impaired students include those students whose hearing impairment results in such a substantial educational handicap that they require direct special education and/or related services on a regular basis from trained and qualified teachers of the hearing impaired. These students may be described as deaf and hard of hearing.

7. AUTISTIC

The definition of Autism as used by the Ministry of Education is derived from the short definition endorsed by the Canadian Society for Autistic Children (October 1977).

"Autism is a severely incapacitating life long developmental disability which typically appears during the first three years of life. It occurs in approximately five out of every 10,000 births (incidence .05%) and is four times more common in boys than girls. It has been found throughout the world in families of all racial, ethnic and social backgrounds. No known factors in the psychological environment of a child have been shown to cause autism."

The symptoms are caused by physical disorders of the brain. They must be documented by medical history or examination. They include:

- a) Disturbances in the rate of appearance of physical, social and language skills.
- b) Abnormal response to sensations. Any one or a combination of sight, hearing, touch, pain, balance, smell, taste, and the way a child holds his body are affected.
- c) Speech and language are absent or delayed while specific thinking capabilities may be present. Immature rhythms of speech, limited understanding of ideas, and the use of words without attaching the usual meaning to them are common.
- d) Abnormal ways of relating to people, objects and events. Typically, they do not respond appropriately to adults and other children. Objects and toys are not used as normally intended.

Autism occurs by itself or in association with other disorders which affect the function of the brain such as viral infections, metabolic disturbances, and epilepsy.

8. SEVERE LEARNING DISABILITIES

The Ministry of Education recognizes that 1 - 2 % of students in the schools will be severely learning disabled. These students experience difficulties with learning that are so severe as to almost totally impede educational instruction by conventional methods. It is anticipated that the mild to moderately learning disabled will be supported at the school level by the Learning Assistance teacher.

The following definition is advanced by the Ministry of Education:

Learning disabilities is a processing disorder involved in understanding or using symbols or spoken language. These disorders result in a significant discrepancy between estimated learning potential and actual performance. Generally, a discrepancy of two or more years on grade equivalent scores or a similar discrepancy on standardized score comparisons is recognized as significant. This discrepancy is related to basic problems in attention, perception, symbolization and the understanding or use of spoken or written language. These may be manifested in extreme difficulties in thinking, listening, talking, reading, writing, spelling or computing.

The defined population is limited to children whose learning difficulty can be clearly identified as a communication disorder. This category does not include children with learning problems primarily resultant from factors such as:

1. Sensory or physical impairments;
2. Mental retardation;
3. Emotional disturbance;
4. Environmental or cultural disadvantage;
5. English as a Second Language;
6. Lack of opportunity to learn: due to irregular attendance or transiency

9. MILDLY MENTALLY HANDICAPPED (EMH)

On formal psychological tests, mildly mentally handicapped students usually score between two and three standard deviations below the norm.

As a general guideline, educators could anticipate that many mildly mentally handicapped students are capable of attaining an academic level equivalent to upper intermediate grades. These students may be able to progress satisfactorily in standard programs in regular classrooms although modification or curricular materials and instructional methods may be required.

The Ministry recognizes that approximately 1.35% of the school population may be mildly mentally handicapped.

10. SEVERE BEHAVIOR PROBLEMS

Students with severe problems are those who exhibit a variety of long standing excessive and chronic deviant behaviors. These behaviors can be exhibited through impulsiveness, aggressiveness, depression and withdrawal. The severely behaviorally disordered child may also demonstrate bizarre and inappropriate behavior including self injury, destructiveness, crying, and feelings of inferiority. These students frequently exhibit a significant discrepancy between academic performance and potential. Their behaviors are so profoundly inappropriate that they significantly interfere with the academic process of self and others.

The Ministry of Education recognizes the population of students with severe behavior problems as pertaining to less than 1% of the school-aged population. There must also be recognition of the fact that many of the identified students are funded under other categorical designations.

11. REHABILITATION

The Ministry of Education and the Ministry of Human Resources and/or Corrections Branch of the Ministry of the Attorney General jointly fund Rehabilitation programs which are supervised by the School District. Students enrolled in the Rehabilitation program must receive an additional or direct special service on a regular basis for the majority of their school hours.

Rehabilitation programs are intended for adolescents with severe socio-emotional problems. The major goal of the program is to provide students with academic and social development which leads towards re-entry into the school system, further training and/or employment. These programs are viewed as part of a continuum of service.

12. ENGLISH AS A SECOND LANGUAGE

As determined by the Bilingual Syntax Measure, except those functioning without difficulty - the regular classroom:

primary level 4

Students at Level 4 have little difficulty communicating their ideas in English, and do not rely heavily on gestures or on their native language to get across their meaning. They usually control syntactic structures that include plurals, articles, pronouns, and some verb endings. Errors are often made in the more complex verb forms, and in advanced number agreements.

intermediate level 5

Level 5 students demonstrate a fairly high degree of proficiency in English, approaching native proficiency in the case of younger students. They control most of the basic grammatical structures of English. For older students, this level represents incomplete learning of some of the more advanced structures.

(3.19 - 3.29 as defined in Ministry of Education Form 1513, July 16, 1990).

Other categories may be added upon mutual agreement of the Board and the Union.

Provincial 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 utilized 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 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 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