

Article 22: TEACHERS' ASSISTANTS

1. All teachers' assistants hired to assist teachers in carrying out their responsibilities and duties shall be under the instructional supervision of the teacher to whom they're assigned by the administrative officer. Teachers shall not assume employment supervision responsibilities for teachers' assistants.
2. Teachers' assistants shall not assume the responsibilities of teachers as set out in Section 17 and Regulation 4 of the School Act.
3. Teachers' assistants shall not be used as alternatives for:
 - a. lowering the pupil/teacher ratio or reducing class size;
 - b. any qualified professional personnel, including, but not limited to, teacher-librarians, counsellors and teachers on call.

Article 65: ASSIGNMENT IN SCHOOL

1. Assignments within a school shall be based upon the qualifications, training, experience, performance in relation to available positions, equitable distribution of workload and personal preference of the teacher and shall not be used for disciplinary purposes.
2. A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and staff assignments for the next school year.
3. An assignment may be grieved by a teacher pursuant to Article A.6 (Grievance Procedure) on the basis that the assignment is unjust or unreasonable in the circumstances. However, such a grievance may proceed no further than the conclusion of Step 3, except for a grievance initiated because the assignment is discriminatory.

Article D.44: CLASS SIZE AND CLASS COMPOSITION

1. Effective September 1, 1992, the Board and the Association agree to the following class size maximums.
 - a. Definitions
 - i. "Kindergarten" is defined as the First Year of the Primary Program.
 - ii. "Primary" is defined as Kindergarten, and Grades 1, 2 and 3 (or the first, second, third and fourth years of the Primary Program).
 - iii. "Intermediate" is defined as Grades 4, 5, 6 and 7 (or the Intermediate Program years 1, 2, 3 and 4).
 - iv. "Secondary" is defined as Grades 8, 9, 10, 11 and 12 (or the Intermediate

Program years 5, 6 and 7 and the Graduate Program years 1 and 2).

b. ELEMENTARY

IMPORTANT NOTE:

*The following class size language is significantly affected by the “Memorandum of Agreement – K-3 Primary Class Size”. (Appendix “A”)
This Memorandum is attached to this contract.*

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.

Kindergarten	20
Primary multi-age/multi-program (not including Kindergarten) (Grades K-1)	20
Primary multi-age/multi-program (not including Kindergarten) (Grades 1-3)	22
Other Primary (Grades 1-3)	24
A grouping combining both Primary and Intermediate students	24
Intermediate split or multi-age/multi-program (Grades 4-7)	26
Other Intermediate (Grades 4-7)	29

In the event the District shall have year one (1) primary and year two (2) primary split classes the District shall endeavour to establish class sizes below the level established for year one (1) primary classes.

Letter of Understanding No. 8: Primary 1/Primary 2 Split Class Sizes.

c. SECONDARY

Grades 8 – 12	30
Special Education Classes	14
Junior Secondary Alternate	25
Senior Secondary Alternate (With appropriate support services determined by the Administrative Officer in consultation with the teacher(s)).	15
Senior I.E.	20
Electronics	22
Junior I.E.	24
Power Mechanics (Parkland)	16
Graphic Arts	24
Senior Art	25
Junior Art	28
Computer Sciences	24
Computer Studies	28
Senior Typing	24
Stage Craft	24
Home Ec. Workshop	24
Junior Drama	28
English	27
Secondary Languages	27
Science	26

d. Student Services Teacher Case Load:

The caseload for the student services teachers(s) shall be determined in each school by the Administrative Officer after consultation with the student services teacher(s) based on the identified student needs, on a school-wide basis.

The term “consultation” shall be defined as meaningful discussions in good faith, between the respective parties in an attempt to arrive at a mutual agreement.

e. The class size maximum may be exceeded by two (2) students whenever the Principal, in consideration of the educational needs of the student, cannot:

- i. at the elementary level reassign the student to a different class within the school where the class size is lower; or
- ii. at the elementary level reassign the student to a class, at the student’s grade level, in an adjacent school.

List of adjacent schools:

Pinewood: T.M. Roberts, Steeples is busing available

Steeples: Muriel Baxter

Highlands: Muriel Baxter, Kootenay Orchards

Kootenay Orchards: Gordon Terrace, Amy Woodland, Highlands

Amy Woodland: Gordon Terrace, T.M. Roberts, Muriel Baxter

Muriel Baxter: Steeples, Highlands, Amy Woodland

T.M. Roberts: Amy Woodland, Gordon Terrace, Pinewood

Gordon Terrace: Amy Woodland, T.M. Roberts, Kootenay Orchards

This article does not limit the Administrative Officer from seeking other solutions regarding the assignment or reassignment of students.

- iii. at the secondary level place the student in another section of the same course or an alternative course acceptable to the student.

***See Letter of Understanding No. 7: Class Size Maximums.**

~~2. The Board and the Association agree that where external constraints beyond the Board's~~

~~control render the Board unable to comply with paragraph 1 of this Article, the Board may exceed their obligation only after consultation with the Association. For the purposes of this Article “consultation” shall be defined as meaningful discussions in good faith, between the respective parties in an attempt to arrive at a mutual agreement.~~

~~3. Individual Music class sizes will be set in each school by the Administrative Officer after consultation with the affected teacher(s).~~

4. Triple Block Physical Education Classes – Maximums

a. Maximum student load in triple blocked P.E. classes at Laurie and Parkland schools shall not exceed seventy-two (72) students in total.

b. The maximum total student load may be exceeded by three (3) students whenever the Principal, in consideration of the educational needs of the student cannot place the student in another section of the course.

5. The number of students in a shop or other specialized classroom shall be determined as the number for which the facilities are designed or equipped.

6. A larger group of students may be requested by the teacher to fulfill a particular educational purpose.

7. This Article shall be in force and any necessary adjustments shall be made by September 30 each year for non-semestered classes. In semestered courses, this Article shall be in force three (3) weeks after the commencement of the semester, or, where applicable, one (1) week after provincial exam results are received.

8. The administration in consultation with the school staff will develop the class organization which best utilizes professional staff and serves the needs of students.

9. Student Contacts

No secondary teacher shall have an average class size of more than twenty-seven decimal five (27.5) students nor more than one hundred and ninety-two (92) student contacts per timetable cycle ~~unless agreed to by the teacher and the Administrative Officer.~~

10. Number of Preparations

Except for teacher assignment preference no teacher shall be required to prepare more than five (5) different courses at the junior secondary level or more than three (3) different courses in each semester at the senior secondary level.

a. A course shall be defined as any course defined or listed by the Ministry of Education or any course specified within the school as “honours/enriched”, or “modified”, and any defined locally developed course.

**ARTICLE D.45: STAFFING FORMULA –
NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS
(Provincial D.1)**

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,*

- i. *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 **one teacher librarian to eight hundred and ninety-nine** (899) 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.*

- ii. *Counsellors*

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

- iii. *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 **one learning assistance teacher to three hundred and ninety-six***

(396) students.

iv. *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 and twenty eight (328) 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.*

5. *Process (P.C.A. Process – see also Letter of Understanding #3.12 Spring Staffing Process)*

- 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 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. (P.C.A.)*
- b. *By May 30, 1998, School Districts shall provide to the Ministry in writing, with copies to the Local and BCTF, staffing plans for each school and district for each category outlined in paragraphs 3. and 4. above, that set out how the estimated funding shall be utilized.*
- c. *In the event the District concludes it will not be able to achieve the required ratios with the estimated funds, or that the implementation of this article creates other costs which cannot be met with the allocated funds, the District shall, by no later than May 30 of that year submit its staffing plan to the Ministry, with copies to the Local and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.*
- d. *Within 10 days of submission of the staffing plan 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 non-enrolling ratios referred to in this Agreement.*

- e. *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.*

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.

6. *The process set out in paragraph 6 (P.C.A.) 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 D.46: INCLUSION OF STUDENTS WITH SPECIAL NEEDS

1. Students with special need will receive the same consideration as other students for placement in their neighbourhood school.
2. Prior to integration of the student in a regular classroom the School Based Team composed of the classroom teacher, Administrative Officer, special education/student services teacher and, where appropriate, other professional personnel, auxiliary staff, parents and the student will meet to consider appropriate educational and medical information and to determine an educational program.
3. *In making a decision on the placement of a student to be integrated, the School Based Team shall take into account the present situation regarding:*
- a. the student's educational, medical and physical needs;
 - b. *class size and class composition;*
 - c. support services;
 - d. facilities, equipment and resources.

The School Based Team may also make recommendations to the Director of Instruction: Student Services respecting in-service for the receiving teacher(s).

4. There shall be a maximum of two (2) dependent: handicapped and/or low incidence-high cost students integrated into any regular class-room. This number may be exceeded only by agreement between the School Based Team and the classroom teacher.
5. Individual Education Plans (IEPs) shall be the responsibility of the student services personnel in conjunction with the classroom teacher after discussions with the School Based Team.

6. Teachers shall not be required to provide health services and related assistance to dependent handicapped students that may be required during lunch hour, recess and during all class/instructional time.
7. The Director of Student Services will, within reasonable budgetary constraints, provide teachers and other school based personnel with appropriate in-service opportunities, meeting times and equipment.

APPENDIX “A”

(P.C. Appendix B)
Memorandum of Agreement

K-3 Primary Class Size

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 provision 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 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 2, 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 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 the 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 the Government

Letter of Understanding No 3
Between
The British Columbia Teachers' Federation (BCTF)
And
The British Columbia Public School Employers' Association (BCPSEA)

Re: Provincial Collective Agreement –Resolution of Disputes and
Mid Contract Modifications

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 increase 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 purposes 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,
 - A. 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.
 - B. if removal of the number of administrative Officers from the ratios results in a ratio that is inferior to the provincial minimum ratio, the incumbent is grandparented. 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 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.

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, 39 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. It 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 districts 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

LOU No. 17 – Memorandum of Agreement – Schedule A

School District No. 05 (Southeast Kootenay)

Article/Clause

ERRORS AND OMISSIONS EXCEPTED

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 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.
(Letter of Understanding #4)
- 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.

Date: June 4, 1999

Kit Krieger
For the BCTF

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

C. Hingston
for BCPSEA

K. Krieger
for BCTF

Letter of Understanding 4

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” 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.

K. Werker
For BCPSEA

K. Krieger
For BCTF

Dated June 22, 1999

LETTER OF UNDERSTANDING #7

Between:

The Board of School Trustees
Of School District No. 5
(the “Employer”)

and:

The Cranbrook District Teachers’ Association
(the “Union”)

This letter of understanding addresses the issue of class size and composition under Article 40 of the Collective Agreement.

The parties agree to the following disposition of the class size and composition grievances #97.08 and #98.06:

1. The said grievance will be withdrawn;
2. The parties acknowledge and agree that notwithstanding the employers’ efforts under Article 40 A 5(a), (b) and (c), to date approximately 10% of all classes have been in flex as of September 30 of each year;

3(a) It is agreed that so long as:

- (i) as of September 30th, no more than 10% of all classes are flex; and

(ii) as of February 15, no more than 10% of all semestered and quartered classes are in flex

the fact that any of the classes were in the flex on the said dates will not be the subject of a grievance;

3(b) If:

(i) as of September 30th more than 10% of all classes are in flex, or

(ii) as of February 15 more than 10% of all semestered and quartered classes are in flex

the Union may grieve the interpretation of Article 40 of the Collective Agreement and this Letter of Understanding will be without prejudice to the positions of the parties and will not be referred to or used by either party in such grievance or arbitration.

4. The percentage figure of 10% does not include variations from the class size maximums which arise pursuant to Article 40C or 40F, nor does it address the practice in the former School District #1.
5. (a) The employer agrees to continue to use its best efforts, as in the past, to comply with Article 40 A 5(a), (b) and (c) in arriving at class sizes

(b) Notwithstanding paragraph 3 above, the Union reserves the right to grieve any alleged specific failure to comply with the requirements of Article 40 A 5(a), (b) or (c).
6. The employer will continue to provide class size figures to the Union.
7. The disposition of the present grievance is without prejudice to the positions of any party in any dispute in the former School District #1 or any other school district, and shall not be referred to or used in any grievance arbitration or other proceedings in the former School District #1 or any other school district.
8. This Letter of Understanding will continue to be in effect in School District No. 5 (excluding the former School District #1), subject to any negotiated change between the provincial parties. If the provincial parties negotiate provincial language which affects or alters this Letter of Understanding then the provincial language will apply and will supersede and/or override the terms of this Letter of Understanding.

Signed this 28th day of April, 1998 by:

School District No. 5
(Southeast Kootenay)

Cranbrook District
Teachers' Association

B.C. Public School

B.C. Teachers' Federaton

Employers' Association

Letter

Harris & Company
Barristers and Solicitors

Wendy Devine Harris
Direct No. (604) 891-2211
wharris@harrisco.com
Our File 666005.010

May 4, 1998

Via Facsimile

Victory Square Law Office
300 – 198 West Hastings Street
Vancouver, BC
V6B 1H2

Attention: Greg Mullaly

Dear Mr. Mullaly:

Re: British Columbia Public School Employers' Association/Board of School Trustees of School District No. 5 (Southeast Kootenay) and BCTF (Southeast Kootenay) –
Grievance: Class Size/Composition

Further to our settlement discussions we enclose a fully executed Letter of Understanding with respect to the above-noted matter.

With respect to the Letter of Understanding, we take this opportunity to confirm our discussions regarding the Letter. In particular, we confirm that the Union agrees that it is conceivable that there may be more than 10% of classes which are properly in flex after September 30th or February 15th.

As the Letter may survive the parties who negotiated the agreement (including us), we thought it appropriate to record our agreement.

Yours very truly,
Harris & Company

Per:

Wendy Devine Harris

WDH/gac

Enclosure

cc: Terry Kirkham
George Watson

Letter

May 11, 1998

By Facsimile

Harris & Company
Barristers and Solicitors
2200 – 1111 West Georgia Street
Vancouver, B.C.
V6E 3T5

Attention: Wendy Devine-Harris

Dear Sirs/Mesdames:

Re: British Columbia Public School Employers' Association/Board of School Trustees of School District No. 5 (Southeast Kootenay) –and- BCTF (Southeast Kootenay)
Grievance: Class Size Composition

We are in receipt of your letter of May 4, 1998. We confirm that the Union agrees that it is conceivable that there may be more than 10% of classes which are properly in flex after September 30 or February 15. We simply write to make it perfectly clear that by "properly" you meant in compliance with the requirements of Article 40 A 5 of the Collective Agreement.

Yours truly,

VICTORY SQUARE LAW OFFICE

Per:

Gregory J. Mullaly
GM/pw

cc: CDTA Att: Chris Johns
BCTF Att: Sheila Pither

LETTER OF UNDERSTANDING #8

RE: PRIMARY 1/PRIMARY 2 SPLIT CLASS

BETWEEN:

The Board of School Trustees of School District No. 2 (Cranbrook),
a corporate body established pursuant to the school Act, RSBC 1979, C 375.

AND

The Cranbrook District Teachers' Association, a trade union pursuant to the
Industrial Relations Act, RSBC 1979, C 212.

The Board and the Association agree that the class size for Primary 1/Primary
2 split classes will be consistent with that of other districts in the province. The
Board and the Association further agree that they will establish a committee of
two (2) members of the Association and two (2) representatives of the Board.
This committee will survey the districts of British Columbia regarding staffing
and class sizes pertaining to Primary 1/Primary 2 split classes, will examine the
Cranbrook School District's staffing, funding and facilities and will make a joint
recommendation to the Board of School Trustees and the C.D.T.A.

Board of School Trustees
School District No. 2 (Cranbrook)

Cranbrook District Teachers'
Association

Chairperson of the Board

President

Witness

Witness

Dated this 13th day of April, 1993, at Cranbrook, B.C.