

A.6.(A) Expedited Arbitration

- A.6(A).1 Within the fifteen (15) day timeline established in A6.6 of this Collective Agreement, **class size grievances**, qualification grievances **and mainstreaming and integration grievances** may be referred to expedited arbitration.
- A.6(A).2 A single arbitrator shall be selected from the list of arbitrators set out in Article A.6(A).6.. Unless the parties agree otherwise, and subject to Clause 3.4, the arbitrator shall be selected on a rotational basis. Nothing shall prevent the parties from mutually agreeing to an arbitrator who is not included on the list.
- A.6(A).3 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 a further five (5) teaching days. If no arbitrator from the list is available within ten (10) teaching days, the arbitrator from the list that is first available shall be selected.
- A.6(A).4 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 either party in respect to any other matter.
- A.6(A).5 The parties shall share equally the fees and expenses of the arbitrator and be responsible for their own costs which flow from the arbitration.
- A.6(A).6 The list of arbitrators to be selected shall be:
- a) John Kinzie
 - b) Colin Taylor
 - c) Mark Thompson
 - d) David McPhillips
 - e) Nancy Morrison

ARTICLE A.11 STAFF COMMITTEE

- A.11.1. There shall be established in each school by September 30 of each school year, a Staff Committee. This committee shall operate without derogating from the duties and authority vested in the school's administrative officers pursuant to the *School Act* and *School Act Regulations*, and shall not abrogate the provisions of the collective agreement or the policies of the Board.
- A.11.2 The composition of the committee shall be determined by the teaching staff but shall include at least one administrative officer of the school. The committee may also include other than teaching staff members if the committee deems their inclusion appropriate.
- A.11.3 The committee shall have the right to provide advice and/or recommendations to the administrative officers and to consider aspects of school operation, including the following:

- a) School regulations, policies and routines.
- b) School educational philosophy and policy.
- c) Non-instructional days.
- d) Curriculum.
- e) School planning.
- f) Evaluation and reporting.
- g) School timetable and organization.
- h) School staffing including utilization of teaching staff and auxiliary staff.
- i) Professional development activities of teachers.
- j) Timing and nature of informal student reports.
- k) Timing of formal student reports.
- l) Allocation of instructional resources.

A.11.4 In order to assist in the undertaking of the above, the committee:

- a) Will have access to:
 - i) all relevant information necessary for development of educationally sound recommendations, and
 - ii) all school level budget and financial information.
- b) Will hold regular meetings throughout the year, with agendas published in advance and minutes recorded and circulated.
- c) Will function according to procedures approved by the majority vote of the committee members.

A.11.5 Should the school administration fail to implement recommendations of the school staff committee, reasons shall be provided to the committee. The committee may forward a copy of the recommendation to the Superintendent who will investigate the matter and respond in writing to the committee.

SECTION D: WORKING CONDITIONS
ARTICLE D.1 CLASS SIZE AND CLASS COMPOSITION

D.1.1 Class size limits for the allocation and deployment of classroom teachers shall be:

	Class Size Limit	Teachers Total Student Load
Primary 1 (K)	20	
Primary 2-4 (Grades 1-3)	25	
Multiage, Primary Split	23	
Intermediate 1-4 (Grades 4-7)	29	
Multiage Intermediate Split	26	
Secondary (8 to 12)	30	210
Except:		
English/Socials	25	175
Computer Science	25	175
Science Labs/Home Ec.	24	168
I.E. Workshop	22	154
Min. Essentials	20	140
Special Education		
Mildly Mentally Handicapped MMH – Formerly Program 1	12	
Severe Learning Disabled SLD – Formerly Program 2	12	
Severe Behaviour Disorder SBD- Formerly Program 3	10	
Hearing Impaired	8	
Trainably Mentally Handicapped TMH	8	

The following class size language is significantly affected by the "Memorandum of Agreement – K-3 Primary Class Size" which is appended to this Agreement.

Subject to the terms of the Agreement in Committee (as attached) 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.

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.

D.1.2 A Primary Program Year 1 student included in a primary class (Primary 2 to 4) shall be considered as a full time equivalent student.

D.1.3 When students with special needs are integrated into a regular class, that class shall be smaller than the class size limit and the flexibility factor will not apply. ~~The Board and the Association shall meet to resolve any exceptional circumstances which may impede the full implementation of this provision.~~

D.1.4 a) The above class size limits shall be established as soon as possible after the opening day of school. Additional enrolment after September 30 may result in these class size limits being exceeded by up to a maximum two students in the elementary grades.

	b) Special education classes shall not include this flexibility factor.
	c) Whenever elementary class size limits are exceeded, additional school staff will be provided.
	d) No elementary class shall exceed its class size limit and flexibility factor.
D.1.5	Secondary classes which exceed the class size limits by three students (I.E. workshops by two students) or where the teacher's total student load exceeds the above standard, will be supported by the allocation of additional school staff.
D.1.6	The number of students in a laboratory, shop or other specialized classrooms shall not exceed the number for which the facility was designed.
D.1.7	Total student load for band and choir shall not exceed 200 students per FTE teaching assignment unless the teacher requests a higher limit.
D.1.8	In emergent situations a principal may assign a student to a classroom on an interim basis for a maximum of one (1) week where in the opinion of the principal, no other immediate practical alternative exists. Wherever possible, teachers shall be given one (1) day notice of an emergency placement.
D.1.9	The Association recognizes the authority of the Board in exceeding these limits when external constraints are imposed and a solution cannot be found through consultation between the Association and the Board. However, effective September 1, 1994, in no circumstances will a class be exceeded by more than three students.
D.1.10	a) When a principal registers a home-schooled student for participation in a specific program, the student will be assigned to the register of the teacher of that program and shall be counted as 1.0 FTE for the purpose of class size. b) When a principal registers a home-schooled student for assessment or evaluation, the student will be assigned to the learning assistance teacher and counted as .25 FTE for the allocation of teaching staff.
D.1.11	Any grievance in respect of this Article may be referred to expedited arbitration.

ARTICLE D.2 CLASS COMPOSITION

- D.2.1 If after consultation with school and/or District specialist staff, the teacher determines that there are students in her/his class who significantly affect classroom management, routines, or instruction, (including students with disruptive, hyperactive, or inappropriate social behaviour, with communication or language disorder or with emotionally disturbed tendencies), (s)he may refer such students to the school-based team for consideration.
- D.2.2 The school-based team, together with the classroom teacher, shall meet to consider the referral.
- D.2.3 The school-based team will make recommendations to the Assistant Superintendent as to how to handle the situation. Such recommendations may include but not be limited to:
- a) Adjustment to the student's program.
 - b) Further assessment.
 - c) Alternate placement.
 - d) Consideration of alternate teaching strategies.
 - e) Release time for the enrolling teacher and other school-based personnel as may be required to facilitate ongoing assessment and consultation.
 - f) Other assistance as agreed to by the enrolling teacher.
- D.2.4 The Assistant Superintendent shall respond within two weeks to the chair of the school-based team.

ARTICLE D.3 MAINSTREAMING AND INTEGRATION

- D.3.1 For the purposes of this Article "students with special needs" shall include:
- a) **Low Incidence Categories:**
 - i) dependent handicapped,
 - ii) moderately mentally handicapped,
 - iii) severely handicapped,
 - iv) physically handicapped,
 - v) visually impaired,
 - vi) hearing impaired,
 - vii) autistic.
 - b) **High Incidence Categories:**
 - i) severe learning disabled,
 - ii) mildly mentally handicapped,
 - iii) severe behaviour,
 - iv) alternative school students/rehabilitation.
 - c) **Other Students With Special Needs**
 - i) Students entering the District at Kindergarten or from other Districts, who have previously been identified as students with special needs pursuant to (a) and (b) above and who have been approved through the District screening process.
 - ii) Students transferring from another school in the District who have

previously been identified and screened through the District process as students with special needs pursuant to (a) and (b) above.

D.3.2 For the purposes of this Article, "school-based team" shall include:

- a) Potential receiving teacher(s).
- b) An administrative officer.
- c) School or District professional personnel.
- d) Other appropriate personnel.

Where applicable the parent(s) and/or student may augment the school-based team.

D.3.3 The school-based team is responsible for ensuring that the following is carried out by the appropriate person(s):

- a) Identification and diagnosis.
- b) Prescription of program, preparation for placement, and placement.
- c) Evaluation of student progress.

D.3.4 Every effort will be made to provide the following prior to the integration of students with special needs into a regular class. This will be done in consultation with the school-based team and the receiving teacher(s).

- a) Pertinent educational, physical and medical information.
- b) A positive educational experience for the student and for the remainder of the class.
- c) Any additional resources and equipment necessary to assist in the integration process.
- d) Appropriate facilities including such items as the access to intercom, access/egress passages and washroom facilities.
- e) The alteration of facilities as may be necessary.
- f) An adjustment of class size dependent on class composition.
- g) The provision of child-specific training and special needs inservice during class time.

D.3.5 Where a student with low incidence special education needs is integrated into a regular classroom for 50% or more of her/his timetable, the teacher shall receive additional preparation time equivalent to three (3) hours per month, for review, consultation and program development.

6 The regular classroom teacher will not be responsible for the development of the IEP (Individualized Educational Plan).

D.3.7 The Board shall make every effort to ensure that no more than two students with special needs are integrated in any regular classroom at the same time.

8 The Board shall provide a continuum of options for the placement of students with special needs commensurate with the resources of the Board.

~~D.3.9 A grievance in respect of this Article may be referred to expedited arbitration.~~

ARTICLE D.4 STAFFING FORMULA

PC.D.1

NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS

D.4.1 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

D4.2 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.

D.4.3 Non-enrolling staffing ratios

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

ii. **Teacher Librarians**

Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of teacher librarians to students in the ratio of at least one teacher librarian to nine hundred and twenty one (921) students.

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

iii. **Counselors**

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

iv. **Learning Assistance Teachers**

Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of learning assistance teachers to students in the ratio of at least one learning assistance teacher to six hundred and nineteen (619) students.

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

v. **Special Education Resource Teachers**

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

Effective July 1, 1998, special education resource teachers shall be provided on

a minimum pro-rated basis of at least one special education resource teacher to two hundred thirty-one (231) students.

D.4.4 English as a Second Language Teachers

- i. ESL students shall be defined pursuant to the definition used for reporting to the Ministry in the 1996 form 1701, "those students whose English language performance is sufficiently different from standard English to prevent them from reaching their potential".
- ii. Effective July 1, 1998, teachers specifically assigned to providing instruction to ESL students shall be provided on a minimum pro-rated basis of at least one (1) ESL teacher to seventy three point nine (73.9) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530.

D.4.5 Process

- 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.
- ii. 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 D.4.3 and D.4.4 above, that set out how the estimated funding shall be utilized.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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 D.4.3 and D.4.4 above.

D.4.6 The process set out in D.4.5 will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the Parties, for years 2 and 3 of the Agreement.

D.4.7 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.

**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 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 maximum/restrictions contained in the Previous Collective Agreement are lower than those provided in this Memorandum of Agreement, the maximums from the Previous Collective Agreement shall apply.
12. In the event of the non-renewal of this Memorandum of Agreement on Primary Class (K-3), class size and composition provision(s) in the Previous Collective Agreement shall apply.

Original Signed by:

“Ray Worley”

“Elsie McMurphy”

“Kit Krieger”

“Russ Pratt”

“Tony Penikett”

“Don Avison”

On Behalf of the B.C. Teachers Federation

On Behalf of Government

