

ARTICLE A8 TEACHERS' ASSISTANTS							
A8.1	Teachers' assistants are employed to assist teachers in carrying out their responsibilities and duties.						
A8.2	Teachers' assistants shall work under the employment supervision of an Administrative Officer and the direct instructional supervision of teachers.						
A8.3	Teachers' assistants shall not be used as alternatives for: A8.3.1 lowering the pupil/teacher ratio or reducing class size; A8.3.2 members of the bargaining unit, including librarians, counsellors and teachers-on-call.						
ARTICLE D1 STAFFING FORMULA – [P.G. #D.1]							
NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS							
D1.1	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: <table border="0"><tr><td>Year 1 (July 1, 1998 to June 30, 1999)</td><td>\$20 million</td></tr><tr><td>Year 2 (July 1, 1999 to June 30, 2000)</td><td>\$5 million</td></tr><tr><td>Year 3 (July 1, 2000 to June 30, 2001)</td><td>\$5 million</td></tr></table>	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
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						
D1.2	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.						
D1.3	Non-enrolling staffing ratios D1.3.1 Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530, and as follows: Teacher Librarians: 1:702 Counsellors: 1:535 Learning Assistance Teachers: 1:504 Special Education Resource Teachers: 1:342 Support for ESL Students: <i>Yet to be determined</i> D1.3.2 Teachers Librarians Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of teacher librarians to students in the ratio 1:702. 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.						

D1.3.3 Counsellors

Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to five hundred thirty five (535) students.

D1.3.4 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 1:504.

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to three hundred and eighty seven (387) students.

D1.3.5 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.

D1.4 Support for ESL Students

D1.4.1 ESL students shall be defined pursuant to the definition used for reporting to the Ministry in the 1998 form 1701, “those students whose English language performance is sufficiently different from standard English to prevent them from reaching their potential”,

D1.4.2 Effective July 1, 1998, teachers specifically assigned to providing instruction to ESL students shall be provided on a minimum pro-rated basis yet to be determined. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 and as shown in Appendix A attached (see page 102).

D1.5 Process (New Provisions as revised by June 4, 1999 Letter of Understanding)

D.1.5.1 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 (see page 102).

D.1.5.2 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.

ERRORS AND OMISSIONS EXCEPTED

	<p>D.1.5.3 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.</p> <p>D1.5.4 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.</p> <p>D1.5.5 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.</p> <p>D1.5.6 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.</p> <p>D1.5.7 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.</p> <p>[Please refer to June 22, 1999 Letter of Understanding #4, page 95, for list of agreed to arbitrators.]</p>
D1.6	<p>The process set out in paragraph 5 will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the Parties, for years 2 and 3 of the Agreement.</p>
D1.7	<p>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.</p>

ARTICLE D2 CLASS SIZE AND COMPOSITION

IMPORTANT NOTE:

The following class size language is significantly affected by the 'Memorandum of Agreement K-3 Primary Class Size'. This Memorandum is attached to this contract at page 97.

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

	98-99	99-00	00-01*
K	20	20	20
1	24	23	22
2		23	22
3		23	22

*Subject to the Memorandum of Agreement K-3 Primary Class Size, paragraph 8, page 98.

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

D2.1 The common objective of the Board and the New Westminster Teachers' Union is to provide the pupils in the New Westminster schools with the highest quality of instruction.

D2.2 Both parties recognize that conditions must exist under which teachers are able to:

- D2.2.1 determine individual needs and learning styles of pupils;
- D2.2.2 adapt programs accordingly;
- D2.2.3 prepare adequately for instruction;
- D2.2.4 evaluate and monitor student progress;
- D2.2.5 maintain necessary contact with parents, administrators, appropriate social and health agencies and auxiliary personnel;
- D2.2.6 keep appropriate records.

D2.3 The Board agrees to recognize the budgetary requirements of the class size limits indicated in the following section when determining the annual budget for the district.

D2.4 In support of the conditions listed in D2.2 and D2.3 the Board recognizes the following limits in class sizes.

D2.5 Class Size

Class	Students
Kindergarten	20
Primary class that includes Kindergarten	20
Primary: Subject to the provisions of the Memorandum of Agreement K-3 Primary Class Size, para. 8, page 100.	24 (98-99) 23 (99-00) 22 (00-01)
Primary/Intermediate Split: Subject to Memorandum of Agreement	26
Special	10

ERRORS AND OMISSIONS EXCEPTED

Intermediate Ungraded/Split (4,5,6,7))	28
Intermediate (straight grade) (4,5,6,7)	30
Lab Sciences	24
Shop	24
Modified Class (Secondary)*	16
Communications 11/	24
Home Economics Labs/Ind.Ed./Art	24
Computer	24
Multilevel	28
E.S.L.	15
Any Other Class (4-12)	30
Total Secondary Weekly Teaching Lead	196

*Modified class (Secondary) includes Mathematics 8 Modified, English 8 Modified, English 9 Modified, English 10 Modified, Science 8 Modified, Science 9 Modified, Science 10 Modified and Socials 8 Modified, Socials 9 Modified, Social 10 Modified and Socials 11X.

D2.6 Flexibility Factors: Refer to Memorandum of Agreement K-3 Primary Class size, paragraph 6, for limitations on these clauses.

~~D2.6.1 The above limits shall be in place by the end of the first two weeks for any school on a quarter system, and by the end of September for schools on the semester or annual system.~~

~~D2.6.2 The above limits may be exceeded by two students when the Board has shown that it has taken every reasonable step to adhere to these limits.~~

~~D2.6.3 In addition to the flexibility factors specified in D2.6.1 and D2.6.2, the Board may exceed the class size limits to meet legislated budgetary controls. In no circumstances, however, will a class be exceeded by more than three students.~~

D2.7 The parties recognize that a lower number of students is desirable in multigrade classes and therefore the school based team, D2.10, shall take this factor into consideration by at least one.

D2.8 Unique groupings of students varying from the class size stated above may be created at the initiative of the teachers involved to fulfill particular educational purposes.

D2.9 The integration of students with special needs who fall into the categories of High Incidence/Low Cost or Low Incidence/High Cost, excepting Gifted and Talented, will result in a smaller class size by at least one than the numbers listed above. In any case the number of High Incidence/Low Cost or Low Incidence/High Cost students, excepting Gifted and Talented, in any one class shall not exceed three (3). If there are three (3) High Incidence Low Cost/Low Incidence High Cost students in a class the size will be reduced by at least two (2) from the numbers listed above.

D2.10 A school based team consisting of the teacher, school principal, resource personnel and associate professionals shall be consulted about the identification of special need

ERRORS AND OMISSIONS EXCEPTED

D2.11	<p>students and shall determine the placement of the resources for the integration of students in his/her class to ensure that these are appropriate to the special needs of such students in his/her class. Release time for consultation, support services and in service to meet the teachers' requirements shall be planned for at these meetings.</p> <p>Expedited Procedure</p> <p>Teachers shall report classes exceeding the class size numbers in D2.5 and/or a class containing perceived composition problems on a form designed jointly by the Parties and provided by the Employer. Distribution of the completed form shall be to the principal, personnel office, school staff representative and the Union President. Concerns about class size violations shall be reported to the principal. If the concerns are not satisfactorily resolved within one week, the matter shall be referred to expedited arbitration, beginning at A23.3.</p>
ARTICLE D15 HOME EDUCATION	
D15.1	Educational services that may be required for home education students (as defined in School Act Div. 4 (12 and 13), regulation Section (3) shall be provided by members of the bargaining unit or by the Association of Community Educators.
D15.2	The Board shall provide such resources as are agreed to between the Board and the affected parties to meet its statutory requirements in respect of home education students.
D15.3	Teachers who enroll classes or otherwise provide educational programs to school based students shall not be required to register, instruct, prepare materials or exams, assess or prepare reports or provide other educational resources to home education students.
D15.4	A part time teacher who enrolls a class(es), or otherwise provides an educational program to school based students may be assigned duties in respect of home education students through a percent increase to his/her teaching assignment.
ARTICLE E9 ASSIGNMENT IN SCHOOL	
E9.1	Assignment within a school shall be based on the qualifications, training, experience, equitable distribution of workload, and personal preference of the teacher, and shall not be used for disciplinary purposes.
E9.2	A staff committee meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable and staff assignments for the next school year, and determining the teaching positions required in the school.
E9.3	A teacher who is not satisfied with a proposed assignment in a school may appeal his/her assignment to the principal. The principal together with the teacher may consult with the staff committee. The committee may, after hearing the principal, teacher, and any other teacher directly affected by any proposed alternative assignment, recommend to the principal in what way the teacher's assignment should be changed to resolve the concern.
E9.4	If the concern cannot be resolved, the teacher may proceed to the Grievance Procedure (Article A6) to resolve the difference.

LOU 1 Provincial/Local Split is not reproduced in this working document.

Provincial Letter of Understanding No. 3 Re: 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 where 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, 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)

ERRORS AND OMISSIONS EXCEPTED

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 Charles Hingston
For BCPSEA

Original signed by Kit Krieger
for BCTF

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

Letter of Understanding 4: Approved List of Arbitrators – Spring Staffing Process

Between
The B.C. Teachers' Federation (BCTF)
And
The B.C. Public School Employers' Association (BCPSEA)

Re: Approved List of Arbitrators–Spring Staffing Process

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

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

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

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

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

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

If the parties are still unable to find any arbitrator from the list to hear the case within 28 days, then the arbitrator will be the person from the “A” list with the first available time.

The second arbitration to come forward would follow the same system except that in the event that the parties are unable to agree who to approach first, then the first person on the “A” list alphabetically, who has not been assigned a case, would be the first approached. The same process as set out above would be repeated, if necessary, for arbitrators on the “B” and “C” lists. On subsequent

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arbitrations the arbitrator first approached from the “A” list will be chosen on an alphabetical rotational basis unless there is agreement to the contrary. This same rotational system would apply to the “B” and “C” categories.

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

For BCPSEA

For BCTF

Original signed by

Original signed by

Kenneth Werker

Kit Krieger

Dated June 22, 1999

LOU 5 Re: PCA Article D.1 Staffing Formula – Revised ESL Ratios is not reproduced in this working document.

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 (New Westminster is 24)
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

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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 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).

ERRORS AND OMISSIONS EXCEPTED

- 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 these 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
Elsa McMurphy
Kit Krieger

Russ Pratt
Tony Penikett
Don Avison

On Behalf of the
B.C. Teachers' Federation

On Behalf of
Government

In addition to the above, the following letters which are not found in the working document, but which are attached, will no longer have force and effect:

- Letter of Dec 16, 1999 – S Harris to V Robinson re: Correction to Non-Enrolling Ratios
- Letter of Dec 17, 1999 – V Robinson to S Harris re: Correction to Non-Enrolling Ratios

In addition the following provisions arising from the merger between the NWTU and NWACE are to be amended as indicated in the following:

ARTICLE E.12 PROCEDURES AND GUIDELINES FOR STAFFING IN COMMUNITY EDUCATION

E.12.1 Initiating the Process

E.12.1.1 Each program or team, during the annual program evaluation, will make proposals regarding future staffing. This will cover both teachers and support services, such as Special Education Assistants, Markers, etc.

E.12.1.2 The resulting recommendations will be forwarded to, and discussed with, the respective administrative officer

E.12.1.3 If both parties agree that new staffing is required, then the Administrative Officer will take the recommendations to the Assistant Superintendent responsible for Personnel

E.12.2 Postings

In addition to the provisions of E.10, the following shall apply:

E.12.2.1 With the approval of the Assistant Superintendent, the program team members and the Administrative Officer will develop a full job description

E.12.2.2 Job description will clearly state qualifications required, and expectations with regard to working hours, working conditions, place of work, non-contact time expectations, etc.

E.12.3 Positions will be filled in accordance with the provisions of E.11

**NWTU/ACE MERGER
LETTER OF UNDERSTANDING**

Re: Realignment of Community Education Programs

The parties recognize that the realignment of programs which were previously administered by Community Education, but which are brought under the administration of the K-12 system, may require different collective agreement provisions than currently exist. To this end the parties agree that the following process shall apply to such proposed realignments:

1. Overview of Process:
 - 1.1. Notice of Intent to move program
 - 1.2. Committee set.
 - 1.3. Review
 - 1.4. Final Resolution Mechanism
2. Committee:
 - 2.1. Structure: A committee shall be formed with the membership established by agreement between the Administrator to whom responsibility is to be transferred and the President of the Local.
 - 2.2. The terms of Reference shall include:
 - 2.2.1. A process for student placement including clarification of the criteria and priorities for appropriate students;
 - 2.2.2. Hours of operation;
 - 2.2.3. Class Size/caseload issues and concerns;
 - 2.2.4. Other matters deemed appropriate by the committee
 - 2.3. The committee shall reach a resolution on all matters within 60 working days of the Union having been given notice in writing that a program has been proposed for transfer
 - 2.4. Agreements with respect to provincial matters must be approved by the BCTF and BCPSEA
3. **Resolution of Differences**
 - 3.1. If the committee cannot reach resolution of the issues, the outstanding matter(s) shall be referred to a mutually agreed arbitrator.
 - 3.2. During the period between referral and arbitration:

ERRORS AND OMISSIONS EXCEPTED

- 3.2.1. The operating practices previously in place shall apply. Or
- 3.2.2. The class size limites of such classes will be 16 students in attendance per teacher at any time (Modified Class Secondary); unless
- 3.2.3. Altenate interim terms are mutually agreed y the committee.

NWTU/ACE MERGE

LETTER OF UNDERSTANDING

Re: Realignment of K-12 Programs

No program serving K-12 age students as of June 30, 2001, may be designated as a Community Education Program without the agreement of the Union. Such agreement shall not be unreasonably withheld.

British Columbia
Public School Employers'
Association

400 - 1333 West Broadway Vancouver, B.C. V6H 4C1
Telephone: (604) 730-0730 Fax: (604) 730-0787
e-mail: bcpsen.bc.ca http://www.bcpsen.bc.ca

December 16, 1999

By Fax

Vicki Robinson
B.C. Teachers' Federation
100 - 550 West 6th Avenue
Vancouver, B.C. V5Z 4P2

RED

Dear Vicki:

Re: Provincial Collective Agreement – Letter of Understanding No. 3
School District No. 40 (New Westminster) Correction to Non-Enrolling Ratios

Further to our earlier discussions, this letter is intended to detail our understanding with respect to the non-enrolling ratios in School District No. 40 (New Westminster).

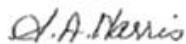
Pursuant to the paragraphs 1.c and 3.a of the Letter of Understanding dated June 4, 1999, entitled Provincial Collective Agreement – Resolution of Disputes and Mid Contract Modifications (LOU # 3), the parties agree that effective with the school year commencing September 1999, the corrected ratios in the categories listed shall be:

Learning Assistance	1:504
Counselling	1:535
Teacher Librarian	1:702

These ratios reflect the numbers of funded students taught by members of the New Westminster Teachers' Union (NWTU), and the number of NWTU teachers. They are exclusive of teachers belonging to the Association of Community Educators (ACE). This agreement is contingent on the successful resolution of the outstanding ESL issues with respect to ACE and with respect to off shore students. All other matters with respect to non-enrolling ratios are otherwise resolved.

Please confirm that these terms are consistent with your understanding of our discussions. Thank you for your assistance and cooperation.

Yours truly,



Sherida Harris
Employee Relations Specialist

c: Chuck Condon, S.D. No. 40 (New Westminster)
File: SD No. 40 (New Westminster) Teachers
PCA Article D.1
PCA LOU #3

Quality Education.
PUTTING STUDENTS FIRST.



British Columbia Teachers' Federation

100-550 West 6th Avenue, Vancouver, BC V5Z 4P2 • (604) 871-2283, 1-800-663-9163 • www.bctf.bc.ca

Bargaining Division Fax: (604) 871-2286

December 17, 1999

RED

Sherida Harris
B.C. Public Employers' Association
400—1333 West Broadway
Vancouver, BC V6H 4C1

Dear Sherida,

Subject: Provincial Collective Agreement—Letter of Understanding No. 3 School District No. 40 (New Westminster) Correction to Non-Enrolling Ratios

The ratios are:

Learning Assistance	1:504
Counselling	1:535
Teacher Librarian	1:702

We are in agreement. The outstanding issue is the ESL ratio. With this agreement, the ratios can be printed in the collective agreement.

Yours truly,

Vicki Robinson
Assistant Director
Bargaining Division

cc: Sharon Wood, BCTF
Don Briard, BCTF
Ruth Minto, NWTU

VR99Dec17c
VRjds/ntf/TWA local 1-3567