

LOU No. 17 – Memorandum of Agreement – Schedule A

School District No. 22 (Vernon)

Article/Clause

ERRORS AND OMISSIONS EXCEPTED

A.14. HOME EDUCATION

- 14.1 Educational services that may be required for home education students, as defined in School Act Division 4 (12 & 14), regulation Section 3, shall normally be provided by members of the bargaining unit but may be provided by Administrative Officers.
- 14.2 A teacher assigned responsibility for provision of educational services to home schooled students shall normally be a teacher with District educational support responsibilities.
- 14.3 A teacher assigned responsibility for provision of any educational service to one or more home schooled students shall be given reasonable time to enable him/her to provide such services.
- 14.4 In the event a home education student is assigned to a classroom teacher on a regularly scheduled basis, then it will be recognized in the allotment of that teacher's assignment.

D.1. CLASS SIZE

IMPORTANT NOTE:

The following class size language is significantly affected by the 'Memorandum of Agreement K-3 Primary Class Size'. This Memorandum is attached to this contract at page 100. Appendix A. The basics of the Memorandum provide the following maximum class sizes:

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

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

D.1. CLASS SIZE

~~1.1 The parties agree to the following class size guidelines save and except that where there are external constraints beyond the Board's control these guidelines may be exceeded.~~

1.2 Maximum sizes for regularly scheduled classes shall be:

Primary (year 1)	20 Students
Primary (year ½)	20 Students
All other primary classes including year 4/grade 4	23 Students
English As A Second Language	18 Students
Intermediate (4,5,6,7) Split Classes	28 Students
Secondary English Class	28 Students
Science	28 Students
Home Ec.	24 Students
Tech.Ed.Lab (I.E. Lab)	22Students
Special Ed. (High Incidence.low cost)	15Students
Special Ed. (Low Incidence.high cost)	10Students
Any Other Class (4-12)	30 Students

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1.3 Maximums shall be in force by September 30 each ~~year or as shortly thereafter as possible.~~

1.4 These guidelines can be exceeded by ten percent (10%) before any assistance must be provided.

~~1.5 The assistance provided when the guidelines are exceeded will be in the form of additional professional staff.~~

~~1.6 A school staff may decide to exceed the guidelines for educationally sound reasons.~~

1.7 Assignment to classes/courses on the basis of gender shall be made only for the purpose of achieving gender balance within a class.

1.8 Each School Staff Committee shall develop a policy for student placement during the school year.

1.9 Discretionary staffing will be allocated to schools prior to September 30, 1992. For the 1992/93 school year, four (4) F.T.E. teaching staff will be available for discretionary staffing.

1.9.1 Discretionary staffing will be allocated to schools in a manner consistent with the letter of intent dated July 1992, prior to May 31st. of each year.

1.9.2 Discretionary staffing will be made available on a minimum basis of 1% of the total FTE teachers in the District, calculated by averaging to the nearest one- tenth of the previous years September 30 staffing levels effective September 1994.

D.2. STAFFING FORMULA (P.C.D.1)

NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS

2.1 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

2.2 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 agree~i by the Parties, which are estimated to be achievable within the allocation of funding and are described below.

2.3 Non-enrolling staffing ratios

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

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Teacher Librarians: 1:788
Counsellors: 1:699
Learning Assistance Teachers: 1:452
Special Education Resource Teachers: 1:368
Support for ESL Students: 23.6

2.3.2 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 1:788.

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.

2.3.3 Counsellors

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

2.3.4. 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 1:452.

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to four hundred and fifty-two (452) students.

2.3.5 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.

2.4 Support for ESL Students

2.4.1 ESL students shall be defined pursuant to the definition used for 4~ 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.

2.4.2 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 23.6 identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 and as shown in Appendix A attached.

2.5 Process [New Process Provisions as revised by June 4, 1999 Provincial Letter of Understanding]

2.5.1 By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated

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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.

2.5.2 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.

2.5.3 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.

2.5.4 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.

2.5.5 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.

2.5.6 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.

2.5.7 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 2.5.3 and 2.5.4 above.

[Note. Please refer to June 22, 1999 Provincial Letter of Understanding #4 of this contract. for list of agreed-to arbitrators.]

2.6 The process set out in paragraph 5 will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the Parties, for years 2 and 3 of the Agreement.

2.7 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.

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D.3. MAINSTREAMING/INTEGRATION

- 3.1 For the purposes of this Agreement, students with special educational needs are those identified by the Director of Instruction, Student Support Services after consultation with the School Based Team, and such resource people as may be required by the Director of instruction. Student Support Services in order to assess accurately the student's educational needs and requirements.
- 3.1.1 Should the Director of Instruction, Student Support Services decide that a student who has been identified by the School Based Team does not qualify for additional resources, a full written explanation will be provided to the School Based Team. The School Based Team will have the right to have this decision reviewed by the Board.
- 3.2 The Board and the Association agree that the placement of a student with special educational needs into a heterogeneous class of students on an ongoing basis shall be preceded by consultation with the teacher(s) and other persons who will be involved.
- 3.3 In making any decision on the placement of a student to be integrated, the factors to be taken into account in this process of consultation will include: the student's medical, physical and educational needs, the proposed program for the student, adjustment of class sizes, and the professional opinion of the teacher or teachers who may be affected.
- 3.4 The Board shall provide additional resources which it considers necessary for the integration of the student. These necessary resources shall be determined after consultation among those persons described in paragraphs 3.1 and 3.2, and shall include aide time.
- 3.4.1 In advance of placement. teachers of integrated students shall, as determined by the Director of Instruction, Student Support Services, be given release time from the instructional day to determine the needs of such students. to receive related training, and to consult with other staff and resource persons, and, where appropriate, teacher assistants and/or personal attendants regarding such students. The scheduling of such release time is to be subject to the approval of the principal.
- 3.4.2 Teachers shall not be expected to take such training during the months of July and August. Where, at the request of the Board, a teacher agrees to take, and completes such training approved by the Director of Instruction, Student Support Services, the Board, after consultation with the teacher shall either pay him/her at a rate of 1/200 of the current annual salary of the teacher or give the teacher paid time off during the school year in lieu of such pay. Such consultation shall take place before the teacher agrees to take the course. The teacher shall be reimbursed for reasonable expenses incurred.
- 3.4.3 Compensation by pay or time off under paragraph 3.4.2 for partial days worked shall be a minimum of one half (1/2) day.
- 3.4.4 Appropriately trained persons shall be responsible to administer medication, perform medical procedures or attend to physical needs. The School Board shall establish a system for the administration of medication and medical procedures.

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	a.	Student medication procedures in District schools shall be as follows:
	b.	Teachers have a duty to render assistance in an emergency;
	c.	Teachers shall not be required to administer medication on a regular or predictable basis;
	d.	The Board shall establish policies that require schools to establish systems for administering medication after consultation with parents, family physicians, the public health nurse and the medical health officer.
3.5.2		Clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of handicapped children.
3.5.3		Board approved intercommunication devices shall be provided in rooms where emergency aid may be required.
3.5.4		The Board will defend, save harmless and indemnify as Association member from any demands, claims, suits, actions or other proceedings which may be brought against the Association member and which arise from the performance of the Association member's duties and responsibilities or while participating in extra-curricular activities and for any costs, loss, damage and liability arising therefrom, including all legal fees and disbursements incurred in connection therewith, provided that this covenant does not apply in respect of any criminal acts committed by the Association member or in respect of any civil negligence on the part of the Association member occurring outside the course and scope of the Association member's appointment.
3.5.5		The Board shall provide the opportunity for those teachers on call interested in receiving training which would enable them to serve in classrooms with special needs students, including Resource Rooms and Instructional Training Centres. This training will be offered prior to September 30 of the current school year and shall be done on the teacher's on call own time.
3.6		Where a student with special educational needs has been placed in a class or classes there shall be release time for ongoing evaluation of the placement with the teacher(s) involved, including the collaborative preparation of L.E.P.'s.
3.7		The placement in an established school or a resource room or special program shall occur only after consultation among district staff, administrator(s), teachers and parents concerned.
	3.7.1	This consultation shall begin as early as possible and preferably no later than five (5) months prior to placement.
	3.7.2	Consideration shall be given to staffing, aide and clerical time allotments, equipment/furniture monies, and administrative assistance time.
3.8		To ensure that all students receive adequate attention, no more than two (2) students with special educational needs shall normally be integrated at the same time into any one regular classroom. This

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~~number shall be exceeded only by mutual agreement of the Board and the Association.~~

LOCAL LETTER OF INTENT RE: CLASS SIZE ARTICLE #63

BETWEEN:

BOARD OF SCHOOL TRUSTEES

SCHOOL DISTRICT #22 (VERNON)

(hereinafter referred to as the “Board”)

AND:

VERNON TEACHERS’ ASSOCIATION

(hereinafter referred to as the Association”)

The Board and the Association agree as follows:

1. The Board assures the Association of its intent to reduce class size from current levels and to endeavour to maintain class sizes throughout the District at the levels outlined in 63.2 without application of the buffer, subject to:
 - setting a target of September, 1994, for achievement of this goal;
 - acknowledgement that growth in the system creates other expense priorities which must be met at the same time as an increase in professional staff
2. The Board and the Association will establish a joint committee to study trends in class size within the school district and report annually to the Board and the Association by January 15 with respect to these trends.
3. Representatives of the Association will be invited to meet with the budget allocation committee during annual budget planning to be informed as to emerging priorities, their merits and needs and the relative position of class size funding in these priorities.

DATED THIS DAY OF JULY, 1993.

BOARD OF SCHOOL TRUSTEES

SCHOOL DISTRICT NO.22 (VERNON)

VERNON TEACHERS’ ASSOCIATION

LOCAL LETTER OF INTENT RE: DISCRETIONARY STAFFING

BETWEEN:

BOARD OF SCHOOL TRUSTEES

SCHOOL DISTRICT #22 (VERNON)

(hereinafter referred to as the “Board”)

AND:VERNON TEACHERS’ ASSOCIATION

(hereinafter referred to as the “Association”)

The Board and Association agree with respect to the concept of discretionary as outlined below.

DISCRETIONARY STAFFING

DISCRETIONARY STAFFING will be allocated to elementary schools prior to Sept. 3&X 1992 to a total of (four) 4.0 F.T.E. The following conditions will guide the assignment of this staff and subsequent discussion and consideration of this issue.

1. IDENTIFICATION OF NEED

Schools identifying unique learning needs among student clientele may apply to the Director of Educational Programs for staffing recognition. The identification shall be made by the school based team and principal in consultation with the school staff and shall include the following:

- appropriate demographic information as outlined in the V.T.A. proposal;
- specification of groups and/or individuals in need of special services;
- a description of the proposed intervention or model of service delivery;
- a plan for evaluation of effect of service delivery;
- a statement relating the service requested to the goals of the strategic plan.

The application will be made jointly by the school-based team and the principal to the Director of Educational Programs.

2. PRESENTATION

Each school so wishing will be given the opportunity to present its needs to the Director of Educational Programs. The director, in consultation with his staff, will screen these to determine a list of those of highest priority and formulate recommendations for allocation of the staffing available. A meeting of those affected, the principal and school based team member from high priority schools, will be convened to consider these recommendations and work towards a consensus with respect to final allocation. In the event a consensus is not achieved, the director shall make the final allocation.

3. APPEALS

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In the event of an appeal of a decision with respect to an allocation, the Superintendent or designate together with the President, V.T.A. or designate will hear the basis of the appeal. In this event, the decision of the superintendent will be final.

4. USE OF ASSIGNED STAFFING.

Each school assigned staffing by this method will be responsible for determining the manner in which the staff is utilized. Selection of staff will be done by the principal. Following input from the school based team, the structure of the assignment will be determined by the principal with the agreement of the school staff.

5. EVALUATION

The principal of each school receiving staffing allocation through this provision must submit an evaluation of the results of the interventions provided by April 15 of the calendar year to the Director, educational programs.

It is understood that discretionary staffing will be done on a zero based concept with each year's allocation applying to that year only. A proposal for staffing in each subsequent year must be made prior to April 30th of each year.

6. FOLLOW UP TO LONG TERM MODEL

The President of the V.T.A. and the Superintendent will set a mandate for and identify members to sit on a joint committee to consider the long term implications of discretionary staffing and its relationship to the strategic plan. This committee will be structured and meet by Nov. 15, 1992.

DATED THIS DAY OF JULY. 1993.

BOARD OF SCHOOL TRUSTEES

SCHOOL DISTRICT NO.22 (VERNON)

VERNON TEACHERS' ASSOCIATION

PROVINCIAL LETTER OF UNDERSTANDING NO.3 PROVINCIAL COLLECTIVE AGREEMENT – RESOLUTION OF DISPUTES AND MID CONTRACT MODIFICATIONS

Between

The British Columbia Teachers' Federation
(BCTF)

And

The British Columbia Public School Employers' Association
(BCPSEA)

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The parties agree to the following to resolve disputes arising out of the implementation of the

Provincial Collective Agreement:

1. Obligations of Boards re: Non-Enrolling/ESL Ratios

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

2. Resolution of outstanding district-specific disputes.

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- 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 1:139
- 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)
 - in. School District No. 52 (Prince Rupert)

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- iv. School District No. 67 (Okanagan Skaha)
- v. School District No. 75 (Mission)
- vi. School District No. 82 (Coast Niountains)

- 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 HRDCI 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. B55 1/98 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. B551198 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

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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

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representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and/or the primary class size maximums and the reasons for that potential non-compliance.

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

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

Date: June 4, 1999

Original signed by Kit Krieger
For the BCTF

Original signed by Kenneth Werker
For the BCPSEA

Joint interpretation of I .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
Original signed by Kit Krieger

PROVINCIAL LETTER OF UNDERSTANDING NO.4 APPROVED LIST OF ARBITRATORS—SPRING STAFFING PROCESS

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Between

The B.C. Teachers' Federation (BCTF)

And

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

The parties agree that the following constitutes the list of agreed arbitrators, as referred to in item I 2.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 Munroc, Vince Ready;
- "C" — Bob Blasina, Barbara Bluman, Stephen Kelleher.

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

- When a matter comes forward for reference to arbitration, the first arbitrator to be approached would be an agreed to person on the "A" list. If the parties are unable to agree who on the list should be approached first, then the first person in alphabetical order by last name from that list is to be approached first. If that arbitrator is available within 28 days to hear the dispute, then he or she will be appointed. If not, then the next arbitrator on the "A" list will be approached and the process will be repeated. If no one from the "A" list is available within 28 days, then arbitrators on the "B" list would be approached on the same basis. If, after exhausting both the "A" list and the "B" list, there is still no arbitrator who can hear the case within 28 days, then arbitrators on the "C" list would be approached on the same basis.
- If the parties are still unable to find any arbitrator from the list to hear the case within 28 days, then the arbitrator will be the person from the "A" list with the first available time.
- The second arbitration to come forward would follow the same system except that in the event that the parties are unable to agree who to approach first, then the first person on the "A" list alphabetically, who has not been assigned a case, would be the first approached. The same process as set out above would be repeated, if necessary, for arbitrators on the "B" and "C" lists. On subsequent arbitrations the arbitrator first approached from the "A" list will be chosen on an alphabetical rotational basis unless there is agreement to the contrary. This same rotational system would apply to the "B" and "C" categories.

LOU No. 17 – Memorandum of Agreement – Schedule A

School District No. 22 (Vernon)

Article/Clause

ERRORS AND OMISSIONS EXCEPTED

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

For BCPSEA For

Original signed by

Kenneth Werker

Original

Kit Krie~zer

signed

BCTF

by

Dated June 22, 1999

Letter of Understanding No. 5

The B.C. Teachers' Federation (BCTF)

And

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

Letter of Understanding No. 5: Provincial Collective Agreement (PCA) Article D.1 Staffing Formula Appendix A – Revised

ESL Ratios

The parties agree that pursuant to Letter of Understanding No. 3 (Provincial Collective Agreement – Resolution of Disputes and Mid-Contract Modifications) the ESL ratios for Year 3 on Appendix A have been revised as follows:

5	Southeast Kootenay	55.0	43	Coquitlam	62.4	67	Okanagan Skaha	58.1
6	Rocky Mountain	52.3	44	North Vancouver	55.3	68	Nanaimo-Ladysmith	63.0
8	Kootenay Lake	74.0	45	West Vancouver	51.6	69	Qualicum	35.0
10	Arrow Lakes	74.0	46	Sunshine Coast	36.9	70	Alberni	55.0
19	Revelstoke	62.5	47	Powell River	14.3	71	Comox Valley	53.2
20	Kootenay-Columbia	60.0	48	Howe Sound	48.0	72	Campbell River	39.9
22	Vernon	13.5	49	Central Coast	N/A	73	Kamloops/Thompson	64.0
23	Central Okanagan	54.0	50	Haida Gwaii/QC	27.0	74	Gold Trail	74.0
27	Cariboo Chilcotin	59.5	51	Boundary	39.1	75	Mission	23.5
28	Quesnel	36.1	52	Prince Rupert	31.8	78	Fraser Cascade	48.8
33	Chilliwack	74.0	53	Okanagan Sim.	62.7	79	Cowichan Valley	74.0
34	Abbotsford	57.9	54	Bulkley Valley	64.5	81	Fort Nelson	33.3
35	Langley	34.8	57	Prince George	44.4	82	Coast Mountains	74.0
36	Surrey	60.6	58	Nicola Similkameen	17.0	83	North Okanagan-S	24.5
37	Delta	50.9	59	Peace River South	43.8	84	Vancouver Island W	74.0
38	Richmond	53.4	60	Peace River North	74.0	85	Vancouver Island N	5.0
39	Vancouver	57.5	61	Greater Victoria	66.0	87	Stikine	74.0
40	New Westminster	61.4	62	Sooke	21.5	91	Nechako Lakes	55.0
41	Burnaby	63.4	63	Saanich	50.9	92	Nisga'a	N/A
42	Maple Ridge-Pitt M	33.3	64	Gulf Islands	17.0	93	CSF	N/A

The parties agree that this completes the exercise provided for in Letter of Understanding No. 3, paragraph 11 and includes the adjustment required to address the incorrect inclusion of Offshore teachers under the ESL category.

Date: June 19, 2000

David Chudnovsky
For BCTF

Hugh Finlayson
For BCPSEA

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.

LOU No. 17 – Memorandum of Agreement – Schedule A

School District No. 22 (Vernon)

Article/Clause

ERRORS AND OMISSIONS EXCEPTED

- I. 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 I 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

LOU No. 17 – Memorandum of Agreement – Schedule A

School District No. 22 (Vernon)

Article/Clause

ERRORS AND OMISSIONS EXCEPTED

9. Districts shall utilize the funding provided in paragraph 8 above exclusively for the purposes of hiring additional enrolling K to 3 classroom teachers and will make all reasonable efforts to comply with the class size maximums set out in paragraphs 4 and 5 above.

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

Within 10 days of the submission of the report referred to above, a joint committee of no more 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 I 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.

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.

LOU No. 17 – Memorandum of Agreement – Schedule A

School District No. 22 (Vernon)

Article/Clause

ERRORS AND OMISSIONS EXCEPTED

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:

On Behalf of Teachers' Federation Ray Worley, Elsie McMurphy, Kit Krieger

On Behalf of the B.C. Government Tony Penikett, Don Avison, Russ Pratt