

- iii. Where decisions are to be made, the decision-making process to be used must be agreed upon by the professional staff, prior to the discussion and vote.
- iv. Input will be sought from individuals or groups who may be affected by the decision, but decisions which deal with strictly professional matters shall be voted upon only by professional staff.

ARTICLE 64: TECHNOLOGICAL CHANGE

- 64.1 Technological change shall be defined in Section 78 of the Industrial Relations Act.
- 64.2 When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Union in writing. Such notice shall be given at least ninety (90) days prior to the date on which the change is to be affected, and shall state the:
 - a. nature of the change
 - b. the effective date of the change, and
 - c. the approximate number and type of employees likely to be affected.
- 64.3 Once notice of change has been given, the parties to this Agreement shall enter into discussions intended to establish ways in which employees who may be affected can adjust to the effects of the technological change.
- 64.4 The operation of this Article shall render Section 74 of the Industrial Relations Act inapplicable.

ARTICLE 65: HEALTH AND SAFETY COMMITTEE

- a. The PRSTA shall be represented on the District Health and Safety Committee and the Health and Safety Committee at each worksite.
- b. PRSTA representation shall be equal to the representation of any other union sitting on the Committee.

ARTICLE 66: HOME EDUCATION

- 66.1 Educational services that may be required for home education students (as defined in the School Act and Regulations) shall be provided by a member of the Union, administrative officer or other officer of the Board.
- ~~66.2 The Board shall provide additional teaching staff and resources as appropriate to meet its statutory requirements in respect of home education students.~~
- ~~66.3 Home education students, when assigned to a specific teacher, shall constitute a discrete part of that teacher's assignment.~~

ARTICLE 69: MAINSTREAMING / INTEGRATION

69.1 ~~The parties agree that students with exceptional needs should be served in the regular classrooms in neighbourhood schools.~~

~~In order to facilitate the integration of students with exceptional needs and provided that the student is recognized for funding purposes by the Ministry of Education as a special needs student it is agreed that:~~

69.2 ~~Consultation among the teacher, School Based Team, parents, administrative officer, educational consultants, auxiliary professional personnel, the student (where applicable) and the other appropriate personnel to consider relevant educational and medical information is to occur so as to determine an appropriate educational program;~~

69.3 ~~Prior to the introduction of an exceptional student in a regular classroom, an inservice program identified and developed by the School Based Team and educational consultants shall be developed;~~

69.4 ~~Resources which may include release time shall be provided to the classroom teacher for ongoing classroom assessment and consultation;~~

69.5 ~~Aide time be provided as determined through consultation procedures and subject to the availability of resources;~~

69.6 ~~Appropriately trained persons be responsible to administer medication or perform medical procedures;~~

69.7 ~~All substitute teachers will be provided with an opportunity for orientation to working in classrooms that enroll exceptional children;~~

69.8 ~~Trained aides be provided for assisting, when needed, exceptional students with toileting, changing for physical education, participating in special events, and as identified through the Individual Education Plan;~~

69.9 ~~Individual educational programs will be developed for exceptional children through consultation and collaboration between the teacher, the school based team, and other personnel. The development and writing of the I.E.P. will not be the sole responsibility of the classroom teacher.~~

69.10 ~~The school based team represents a broad range of professionals available to the school and the district to serve the special needs of the students. It consists of an administrative officer, teacher(s), learning assistance teacher, counsellor, helping teacher, and may be augmented by community agencies. The school based team's process provides evaluative and assessment data, and helps in the development of a program that includes strategies and the delineation of responsibilities of personnel to respond to the student's special needs.~~

ARTICLE 70: SCHOOL STAFFING (see also Article D.1, and the Memorandum of Agreement K-3 Primary Class Size, and Memorandum of Understanding #6.)

~~70.1 Funds sufficient to pay for the salary, benefits and pension costs of professional educators will be allocated on a pro-rated basis to schools at the following minimum service levels, provided that changes in government funding do not cause maintenance of funds to schools to be beyond the Board's control. Enhancements provided by the provincial government to the service levels as described in Article 70.2 and Article 70.3 will be incorporated into this Article the year they become effective.~~

~~70.2 Elementary~~

- ~~a. one (1) professional educator for every twenty five and a half (25 1/2) F.T.E. Year 2 to Year 8 students enrolled in the school, and~~
- ~~b. one professional educator for every twenty two (22) F.T.E. Reception Year students enrolled in the school, and~~
- ~~c. one Learning Assistance professional educator for every three hundred and twenty five (325) F.T.E. students enrolled in the school, and~~
- ~~d. one teacher librarian for every four hundred (400) F.T.E. students enrolled in the school.~~

~~70.3 Secondary~~

- ~~a. one professional educator for every twenty two (22) F.T.E. Year 9 to Year 13 students enrolled in the school, and~~
- ~~b. one Learning Assistance professional educator for every three hundred and twenty five (325) F.T.E. Year 9 to Year 13 students enrolled in the school, and~~
- ~~c. one teacher librarian for every four hundred (400) F.T.E. Year 9 to Year 13 students enrolled in the school, and~~
- ~~d. one counsellor for every three hundred and fifteen (315) F.T.E. Year 9 to Year 13 students enrolled in the school.~~

~~70.4 No class is to enroll more than thirty (30) students, no more than two (2) of whom may be special needs students as defined in Article 69, (Mainstreaming/Integration), unless the professional staff of the school deem it desirable or necessary.~~

~~70.5 The actual allocation of:~~

- ~~• funds described in Article 70.2 and Article 70.3 to support staffing at the school;~~
- ~~• funds received by the school to support Native education programs; and~~
- ~~• funds received by the school to support supplementary staffing in small schools are to be determined by the professional staff, working co-operatively in order to provide for the needs of its students. Native Education Program fund utilization must conform with the purpose of the funds.~~

- ~~70.6 All decisions of school staffs must conform with Law, Collective Agreements, Human Rights Legislation, and timelines as set by the Board. The delivery of curriculum must conform with any prescribed requirements of the Ministry of Education.~~
- ~~70.7 Every effort will be made with school based organizational planning to reflect a balanced workload for teachers. The school's service delivery model will reflect current accepted educational thought and practice within the public school system of British Columbia and is to reflect current Ministry of Education guidelines.~~
- ~~70.8 Funds sufficient for teacher preparation time for Year 1 to Year 8 students will be additional to the funds described in Article 70.2.~~
- ~~70.9 Annually, each school staff is to adopt a decision making process to enable clauses 70.4 to 70.8 to be implemented.~~
- ~~70.10 For the purposes of 70.5 of this Article, the professional staff of a school is defined as a member in good standing of the College of Teachers and is employed as a teacher or as an administrator.~~
- ~~70.11 a. A school staff, as a result of its decision making procedures, may effect a plan that incurs a surplus or a deficit. The incurring of a planned deficit will require the specific prior approval of the Superintendent of Schools.~~
- ~~b. If a school staff effects a plan that generates surplus funds, those funds will be added to the subsequent year's school budget allocations.~~
- ~~c. If a school staff effects a plan that results in a planned deficit, that deficit will be deducted from the total funds generated by that school in the subsequent school year.~~

Provincial
SECTION D: ~~WORKING CONDITIONS (PROVINCIAL AGREEMENT)~~

Provincial
ARTICLE D.1: ~~STAFFING FORMULA — NON ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS~~

- ~~1. The Government will provide funding in order to decrease the ratios of non enrolling teachers to students. Notwithstanding the ratios established in this Article, in no event will the financial obligations to Government or School Districts resulting from this Article exceed the funding being made available by Government, in each year of the Agreement, as follows:~~

Year 1 (July 1, 1998 to June 30, 1999)	\$20 million
Year 2 (July 1, 1999 to June 30, 2000)	\$ 5 million
Year 3 (July 1, 2000 to June 30, 2001)	\$ 5 million

- ~~2. Districts shall utilize the funding outlined above, exclusively for the purpose of hiring additional non enrolling teachers and will make all reasonable efforts to comply with the~~

non-enrolling staffing ratios agreed by the Parties, which are estimated to be achievable within the allocation of funding and are described below.

3. Non-enrolling staffing ratios

- i. Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530, and as shown in Appendix A attached.

Form 1530, as follows:

Teacher Librarians:	— 1 to	605;	605;	605.
Counsellors:	1 to	599;	599;	599.
Learning Assistance Teachers:	1 to	619;	619;	504
Special Education Resource Teachers:	1 to	342;	342;	342.
Support ESL Students:	— 1 to	74;	74;	74.

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 1 to 605 in each year.

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. Counsellors

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

iv. Learning Assistance Teachers

Effective July 1, 1998, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teachers to students in the ratio of one to 599 in each year.

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of 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 ~~three hundred and forty two (342) students.~~

4. ~~Support for ESL Students~~

- 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-four (74) identified students.** Staffing ratios shall not decrease below the number reflected in the 1997 / 98 Ministry form 1530 and as shown in Appendix A attached.~~

6. ~~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. This funding will be based on the non-enrolling requirements as delineated in Appendix A.~~
- 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 paragraphs 3 and 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 ten (10) days of submission of the staffing plan referred to above, a joint committee of no more than three (3) representatives of the District and no more than three (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 five (5) working days, may refer the matter to Vince Ready or another mutually acceptable arbitrator for binding decision. Such decision shall be provided within ten (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 paragraphs 3 and 4 above.~~
- 7. ~~The process set out in paragraph 6 will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the Parties, for years 2 and 3 of the Agreement.~~
- 8. ~~All provisions regarding non-enrolling teachers, in the previous Collective Agreement shall apply, except as modified by this Article. Where the previous Collective Agreement provides for services, case load limits or ratios additional or superior to those established through this process, the services, case load limits or ratios from the previous Collective Agreement shall continue to apply.~~

Provincial Contract

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.

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

~~Within 10 days of the submission of the report referred to above, a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local shall meet to address whether it is possible to resolve any outstanding issues in order to achieve the class size maximums set out in this Agreement.~~

~~Where this process fails, either party, within 5 working days, may refer the matter to Vince Ready or another mutually acceptable arbitrator for binding decision. Such decision shall be provided within 10 days of the referral.~~

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- d. ~~By June 15, 1998, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in Year 1 to support increased levels of staffing in the primary grades (K-3).~~
 - e. ~~By October 15 in each year of this Memorandum of Agreement each district shall submit a K-3 Implementation Plan, detailing the allocation of staffing and the actual K-3 class size for the district, to the Ministry with a copy to the Local.~~

~~If there is a dispute over the October 15 K-3 Implementation Plan that is not resolved through the grievance procedure, the matter may be referred by either party for expedited arbitration. The expedited arbitration will commence no later than 28 days after the referral of the grievance for expedited arbitration. The arbitrator will be from a list of agreed upon arbitrators, as established by the parties, and will issue a decision no later than 21 days after the conclusion of the hearing.~~

- f. ~~In the event that additional enrollment after September 30 makes it impossible to comply with the maximums set out in paragraphs 4, 5, and 7 within the resources made available, then in those circumstances only, the provisions of the previous Collective Agreement shall apply.~~

10. ~~The process set out in Paragraph 9 will be implemented on an accelerated schedule, as determined by the Ministry of Education, for Years 2 and 3 of the Agreement.~~

11. ~~Where class size or workload maximums / restrictions contained in the Previous Collective Agreement are lower than those in this Memorandum of Agreement, the maximums from~~

~~the Previous Collective Agreement shall apply.~~

12. ~~In the event of non-renewal of this Memorandum of Agreement on Primary Class Size (K-3), class size and composition provision(s) in the Previous Collective Agreement shall continue to apply.~~

Original signed by:

Ray Worley

Russ Pratt

Elsie McMurphy

Tony Penikett

Kit Krieger

Don Avison

On Behalf of the BCTF

On behalf of Government

ARTICLE 71: PROFESSIONAL GROWTH PLANNING

(See Memorandum of Understanding #7 for the current language)