



# **Restored VTF/VSB Collective Agreement Provisions**

Supreme Court of Canada Ruling  
2016 November 10

This booklet contains the restored VTF/VSB Collective Agreement provisions. These are in force as a result of the Supreme Court of Canada ruling that their removal via Bill 28 (2002) and Bill 22 (2012) was a violation of our Charter rights. The **bolded** and *italicized* language is now restored.

**Restored provision:**

1.1.9.b Access to Information – last phrase

**Location in current CA:**

Article A.25.9.b.

**The Board will provide each school administrator with a list of all students which Central Screening has identified as students with special needs who are or will be attending that school. By the sixth teaching day in October, the V.T.F. office and the Staff Representative in each school shall be supplied with the data indicating for each block or class: the teacher's name, course and section number (secondary), the number of Special Needs students and their designations, the total enrolment and the adjusted class size limit.**

**Restored provision:**

1.K.3 – Employees on Call (list of what CA language applies to them)

**Location in current CA:**

Article A.27.3

8.F. (Discipline and Dismissal for Reasons Other Than Less Than Satisfactory Performance)

**9. (Teacher Workload)**

12. (Grievance Procedure)

**Restored provision:**

1.K.5. – Summer School Employees (list of what CA language applies to them)

**Location in current CA:**

Article A.27.5

8.F.8.,9. (Discipline and Dismissal for Reasons Other Than Less Than Satisfactory Performance)

**9.B.,C. (Class Size Limits)**

**9.D. (Class Size Grievances)**

9.J. (Supervision)

**9.L. (Inclusion of Students with Special Needs)**

9.M. (Role of Teacher Assistants)

12. (Grievance Procedure)

**Restored provision:**

Article 9 – Teacher workload (part one – placed before local instructional time / prep time clause, supervision, alteration of timetable)

**Location in current CA:**

Article D.20.A-H.

**9.A. Timetabling Considerations**

**1. In timetabling teachers' loads, consideration shall be given to each load with regard to equalizing the teachers' total assignments considering such factors as:**

**(a) The number of course preparations.**

**(b) The number of subject areas.**

**(c) The teaching locations.**

**(d) The number of students.**

**(e) Other relevant factors.**

**2. In timetabling teachers' loads, special consideration shall be given to the load of beginning teachers to provide an assignment which is not excessive for the beginning teacher in terms of the number of course preparations, the number of subject areas, the teaching location and the number of students.**

## **9.B. Class Size Limits**

### **IMPORTANT:**

**The following class size language is affected by the 'Memorandum of Agreement – K-3 Primary Class Size'. This Memorandum is attached to this contract at page 146.**

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

	<b>1998-1999</b>	<b>1999-2000</b>	<b>2000-2001</b>
<b>K</b>	<b>20</b>	<b>20</b>	<b>20</b>
<b>1</b>	<b>25</b>	<b>23</b>	<b>22</b>
<b>2</b>	<b>as per previous CA</b>	<b>23</b>	<b>22</b>
<b>3</b>	<b>as per previous CA</b>	<b>23</b>	<b>22</b>

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

**Subject to the provisions of Clause C. below, the class size limits shall be:**

- 1. An enrolment of fifteen (15) pupils per Junior Kindergarten class per teacher.**
- 2. An enrolment of twenty (20) pupils in an All-Day Kindergarten class.**
- 3. An enrolment of twenty (20) pupils per Kindergarten class per teacher. Morning and afternoon Kindergarten classes shall be considered as separate class entities. A multi-year Primary class enrolling Kindergarten pupils shall include all such pupils at only one (1) session during the day.**
- 4. An enrolment of twenty-five (25) pupils in other primary classes. (See table p.85.)**
- 5. An enrolment of thirty (30) pupils per intermediate/secondary class.**
- 6. An enrolment of twenty-four (24) pupils per Technical Studies class, except for drafting.**
- 7. The limits to enrolment in regard to teacher workload in an English or Home Economics lab class shall not exceed:**
  - (a) An enrolment of twenty-eight (28) pupils per class, notwithstanding the right of the teacher concerned to accommodate timetabling by accepting averaging of class size provided always that such averaging does not exceed an average of twenty-eight (28) pupils over the classes taught by the teacher concerned and that any one (1) class taught by the teacher does not exceed thirty-one (31) pupils.**
  - (b) The provisions of Clause 13. below do not apply to such classes.**
- 8. Multi-grade/year/course classes shall be smaller by at least two (2) pupils than the above stated limits of the grade which has the higher number of pupils. In the event that the number of pupils in each grade is equal, the limits for the lower grade shall apply. (See Appendix D, page 147.)**
- 9. In English as a Second Language classes the limit shall not exceed twenty (20) pupils to**

**one (1) teacher in any one (1) class. In a secondary school which organizes E.S.L. classes on a "level" system based on language proficiency, a timetabling arrangement which lowers the Level 1 class size through averaging may be used, providing that all the teachers involved agree. No single E.S.L. class shall exceed twenty-one (21) pupils and the average E.S.L. class size in the school shall not exceed twenty (20) pupils.**

- 10. In E.S.L. Transitional classes and English Language Centres which are operated as classes, the limit shall not exceed twenty-five (25) pupils to one (1) teacher in any one (1) class.**
- 11. Class sizes above shall be reduced by one (1) student for the first two (2) students with special needs (as identified in Article 9.L.), and by a further one (1) student if, in very exceptional circumstances, a third (3rd) special needs student is added. In a secondary school, the provisions of Clause 13. below shall apply to the inclusion of more than two (2) students with special needs.**
- 12. In Special Education classes (with referral through V.S.B. Central Screening Committee), the limit shall not exceed fifteen (15) pupils to one (1) teacher in any one (1) class.**
- 13. A secondary teacher shall have the right to accommodate timetabling by accepting averaging of class size provided always that the total pupil load does not exceed the sum of the stated limits for the classes taught by the teacher, and that any one (1) class does not exceed the stated limit for that class by more than three (3) pupils. Averaging shall not apply to Technical Studies, Special Education or E.S.L. classes (except as permitted in Clause 9. above).**
- 14. Subject to Clause C. below, after an elementary school has been in session for twenty (20) teaching days the class size limits set out above shall have been met. The limits may be exceeded subsequently, but not by more than two (2) pupils, due to an influx of pupils new to the school.**
- 15. A teacher of a band, choir, drama or physical education class or classes may opt to exceed the above class size limits.**

#### **~~9.C. Exceptions to the Workload Limits~~**

- ~~**1. A school administrator may, in consultation with the Staff Committee, exceed the class size limits in Clauses B.1. to B. 8. above if there is no reasonable alternative, and providing no one (1) class is exceeded by more than two (2) pupils without the agreement of the teacher(s) concerned, and that a secondary teacher's average class size does not exceed thirty (30) pupils. The school will be staffed in accordance with the limits in Clause B. above exclusive of any special needs teacher allocation.**~~
- ~~**2. The above limits may also be exceeded to meet legislated budgetary controls; in no circumstances, however, will a class be exceeded by more than three (3) students.**~~

#### **~~9.D. Class Size Grievances~~**

- ~~**1. In the event a teacher wishes to grieve that his/her class size(s) exceed the limits in Clauses B. and C. above and a solution cannot be found at the school level, a grievance**~~

~~may be lodged at Step Two (Article 12.A.2.(b)) of the grievance procedure.~~

~~2. In any arbitration convened to consider a class size grievance the arbitrator shall consider the impact of any decision on the quality of education for students in the class and school.~~

#### **9.E. Base Staff for Schools**

1. **It is recognized by both parties that it is desirable to maintain the existing levels of base staff (non-enrolling professionals such as Teacher-Librarians, Learning Assistance and Skills Development Teachers, District Resource Teachers, Teacher-Psychologists, Speech/Language Pathologists, Area Teacher-Counsellors, etc.) for the duration of the Collective Agreement.**

~~2. If, due to external constraints beyond the control of the Board, lesser levels of base staff are to be introduced, the Board will consult with the Union well in advance of the date the changes will be made and will provide the Union with all financial and related documentation related to the changes.~~

3. **The Board and the Union will establish a joint committee (two (2) representatives from each party) to review the existing caseload of the non-enrolling professionals and make recommendations to changes (as deemed appropriate) to the Superintendent.**

#### **9.F. Staffing Formula: Non-Enrolling/English as a Second Language Teachers [PC D.1]**

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

**Year 1 (1998 July 01 to 1999 June 30) \$20 million**

**Year 2 (1999 July 01 to 2000 June 30) \$5 million**

**Year 3 (2000 July 01 to 2001 June 30) \$5 million**

2. **Districts shall utilize the funding outlined above, exclusively for the purposes of hiring additional non-enrolling teachers and will make all reasonable efforts to comply with the non-enrolling staffing ratios agreed by the Parties, which are estimated to be achievable within the allocation of funding and are described below.**

#### **3. Non-enrolling staffing ratios**

**(a) Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530 for this District, as follows:**

**(i) Teacher-Librarians: 1:927.3**

**(ii) Teacher-Counsellors: 1:535**

**(iii) Learning Assistance Teachers: 1:801**

**(iv) Special Education Resource Teachers: 1:232**

**(v) Support for ESL Students: 1:64.7**

#### **(b) Teacher-Librarians**

**(i) Effective 1998 July 01, teacher-librarians shall be provided on a minimum pro-**

*rated basis of teacher-librarians to students in the ratio of 1:921.*

*(ii) Effective 1999 July 01, teacher-librarians shall be provided on a minimum pro-rated basis of at least one teacher-librarian to seven hundred two (702) students.*

**(c) Teacher-Counsellors**

*Effective 1998 July 01, teacher-counsellors shall be provided on a minimum pro-rated basis of at least one teacher-counsellor to five hundred thirty-five (535) students.*

**(d) Learning Assistance Teachers**

*(i) Effective 1998 July 01, learning assistance teachers shall be provided on a minimum pro-rated basis of learning assistance teachers to students in the ratio of 1:619.*

*(ii) Effective 2000 July 01, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students.*

**(e) Special Education Resource Teachers**

*(i) 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, 1997 September.*

*(ii) Effective 1998 July 01, special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to two hundred thirty-two (232) students.*

**4. Support for ESL Students**

*(a) ESL students shall be defined pursuant to the definition used for reporting to the Ministry in the 1996 form 1701, "those students whose English language performance is sufficiently different from standard English to prevent them from reaching their potential".*

*(b) Effective 1998 July 01, 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 sixty-four decimal seven (64.7) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 (1:64.7).*

**5. Process**

*(a) By 1998 May 15, 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 Articles 9.F.3. and 9.F.4.*

*(b) By 1998 May 30, School Districts shall provide to the Ministry in writing, with copies to the Local and B.C.T.F., staffing plans for each school and District for each category outlined in Articles 9.F.3. and 9.F.4. above, that set out how the*

**estimated funding shall be utilized.**

- (c) In the event the District concludes it will not be able to achieve the required ratios with the estimated funds, or that the implementation of this Article creates other costs which cannot be met with the allocated funds, the District shall, by no later than May 30 of that year submit its staffing plan to the Ministry, with copies to the Local and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.**
  - (d) Within 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.(e) 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.**
  - (f) By September 30 in each year of this Agreement, each District shall submit to the Ministry with copies to the Local and the B.C.T.F., the Staffing Formulae Implementation Plan detailing the actual staffing formulae for the categories identified in Clauses 3. and 4. above.**
- 6. The process set out in Clause 5 above will be implemented on an accelerated schedule as determined by the Ministry of Education, in consultation with the parties, for years 2 and 3 of the Agreement.**
- 7. All provisions regarding non-enrolling teachers, in the previous Collective Agreement shall apply, except as modified by this Article. Where the previous Collective Agreement provides for services, case load limits or ratios additional or superior to those established through this process, the services, case load limits or ratios from the previous Collective Agreement shall continue to apply.**

#### **9.G. Referral and Recommendations Regarding Special Students**

- 1. If after consultation/involvement with school and/or District specialist staff, the teacher determines that there are students in his/her class who significantly affect classroom management, routines or instruction (including students with disruptive hyperactive, or inappropriate social behaviour, with communication or language disorder or with emotionally disturbed tendencies), he/she may refer such students to the School-Based**
- 2. The School-Based Team, together with the classroom teacher, shall meet to consider the referral.**
- 3. The School-Based Team will make recommendations to the appropriate Associate Superintendent as to how to handle the situation. Such recommendations may include but not be limited to:**
  - (a) Adjustment to the student's program.**
  - (b) Further assessment.**

- (c) *Alternate placement.*
  - (d) *Consideration of alternate teaching strategies.*
  - (e) *Release time for the enrolling teacher and other school-based personnel as may be required to facilitate ongoing assessment and consultation.*
  - (f) *Other assistance as agreed to by the enrolling teacher.*
4. *If additional teacher assistant time is required to carry out the recommendations made in Clause 3. above, the Superintendent or designate shall, within two (2) weeks of receiving the recommendations, inform the School-Based Team of the actions to be taken regarding its recommendations.*
  5. *If the Superintendent, or designate, decides that alternate placement is required, then the School-Based Team shall be informed immediately.*

#### **9.H. Inner City Schools**

1. *The budget allocation for Inner City Schools for the duration of the Collective Agreement will be maintained at a minimum of the 1992-1993 level.*
2. *It is recognized by both parties that the staffing needs of Inner City Schools will vary from school to school. At the Union's request, the base staffing of an Inner City School will be reviewed by the Inner City Schools Project Advisory Committee and the Committee may make recommendations to the Superintendent or designate.*
3. *If secondary schools are designated by the Board as Inner City Schools, the Board will consult with the Union respecting the appropriate base staffing for such schools.*
4. *If additional funding for Inner City Schools is provided by the Ministry, the Board will consult with the Union through the Inner City Schools Project Advisory Committee before determining the allocation of resources.*

#### **Restored provision:**

Article 9 – Workload (part two, placed after local instructional time / prep time clause, supervision, alteration of timetable – but before role of teacher assistants clause)

#### **Location in current CA:**

Article D.20.L

#### **9.L. Inclusion of Students with Special Needs**

1. *The purpose of the inclusion of students with special needs into regular classes is to provide a positive educational experience for the students with special needs and the other students.*
2. *For the purpose of this Article, a "student with special needs" shall be defined as a student identified by Central Screening as requiring modification of school practices or special education services in the following Ministry of Education categories:*

#### **Severe:**

- A dependent handicapped*
- C moderate intellectual disabilities*
- C profound intellectual disabilities*
- G autism*



## ***H severe behaviour disorders***

### ***Less Severe:***

***D physical disability or chronic health***

***E visual impairment***

***F deaf or hard of hearing***

***J severe learning disabilities***

***K mild intellectual disabilities***

3. ***The route for the Central Screening identification of students referred to in Clause 2. above shall be:***
  - (a) ***Referral by a School-Based Team.***
  - (b) ***Transfer from another school District where the student was identified as having special needs.***
  - (c) ***Assessment of pre-school students or other students new to the District.***
  - (d) ***Assessment by the Behaviour Resource Team.***
  - (e) ***A recommendation of the Review Panel pursuant to the provisions of Clause 9. below.***
4. ***No student shall be denied the right to a special education designation because of the number of other students so identified in a class or a school or because there are no immediately available District resources or openings in District programs.***
5. ***In order to maximize the degree of inclusion, the Director of Instruction or designate(s), in consultation with the Principal, enrolling teacher(s), and, where appropriate, School-Based Resource Teacher, will make a careful assessment of a school environment and of the support services available.***
6. ***A teacher of any regular class shall not be required to enrol more than one (1) student with special needs identified in categories A (dependent handicapped), C (moderate intellectual disabilities and profound intellectual disabilities), G (autism) and H (severe behaviour disorders). ~~No more than two (2) students with special needs shall be enrolled in any one (1) class, save for very exceptional circumstances, without the agreement of the teacher.~~***
7. ***Urgent Intervention Process***

***Where, in the opinion of the School-Based Team, in consultation with the enrolling teacher(s), a student is sufficiently disruptive or sufficiently at risk to self or others to require special intervention, the following process will be used:***

  - (a) ***The School-Based Team will meet and consider whether the student meets the above qualification. A protocol in this regard will be developed jointly by the Board and the V.T.F.***
  - (b) ***The School-Based Team will attempt to resolve the matter at the school level and if the school cannot meet the student's needs, the school administrator will immediately report the situation to the Director of Instruction or designate and the appropriate Associate Superintendent. The Director of Instruction or designate or the appropriate Associate Superintendent shall determine if the Board should supply necessary urgent resources and support services or arrange for alternate***

**placement during the period before the interim plan referred to in Clause (c) below is in place.**

- (c) Within five (5) days, the Director of Instruction or designate(s), will meet with the School-Based Team, including others as deemed appropriate, to develop an interim plan for appropriate placement and/or support services. At this meeting a time line for implementation of the interim plan will be developed. The interim plan will include details of the documentation which will be necessary for referral to Central Screening.**
- (d) The student will be referred to Central Screening, with required documentation and a recommendation, as soon as possible in order that a designation can be made and appropriate available resources identified.**
- (e) The Board will ensure that necessary personnel are available to provide sufficient and timely information to Central Screening.**

#### **8. Regular Response Process**

**The Regular Response Process shall be:**

- (a) Within thirty (30) days of referral by the School-Based Team, Central Screening will review the required documentation and determine a designation and available resources.**
- (b) In exceptional cases where the provisions of Clause 7. above do not apply, and where the school administrator and the regular class teacher(s) are of the opinion that a student who has not been assessed by Central Screening is a student with special needs as defined in Clause 2. above, the appropriate Associate Superintendent shall meet with the school administrator and the teacher(s) forthwith to ensure that the student is appropriately placed and that essential services are provided until Central Screening has made its assessment.**

**9. Should the School-Based Team deny referral to Central Screening, or should Central Screening deny identification as defined in Clause 2. above, an employee may, through the Union, refer the matter to a Review Panel composed of two (2) representatives of the Board and two (2) representatives of the V.T.F. Such referral shall take place within fourteen (14) days of the request for the review. The written report of the Review Panel shall be presented to Central Screening for consideration. Pending the decision of Central Screening, the Board shall ensure that any placement and support already provided shall be continued.**

**10. The Board will continue to provide appropriate District behavioural classes.**

**11. Conditions which are essential for the inclusion of a student with special needs shall be met prior to the inclusion of the student.**

**12. Prior to or as quickly as possible after the inclusion of a student with special needs, including those designated by the Urgent Intervention Process in Clause 7. above, the School-Based Team and the Director of Instruction or designate(s), shall consider factors such as those listed in Clauses (a) to (f) below in order to identify those which**

***will be necessary for the ongoing inclusion of the student:***

- (a) The development of an Individual Education Plan.***
  - (b) The requirement for, and level of assistance for, medical and physical procedures and any other assistance required.***
  - (c) The provision of transportation, special equipment and facilities, including any modifications that can economically and reasonably be made to ensure physical access to the school and facilities.***
  - (d) The provision of basic safety procedures as required by student needs.***
  - (e) The preparation of students with special needs and regular class students in order to enhance the learning environment for all students.***
  - (f) The provision of appropriate release time and consultation time.***
- 13. The Individual Education Plan will be developed and the provision of support coordinated consultatively by the regular class teacher, the case manager (if one is designated), the School-Based Team and other professionals as required.***
- 14. The Board will provide each school administrator with a list of all students which Central Screening has identified as students with special needs who are or will be attending that school. The administrator will share the information with employees who are involved with the students identified. The V.T.F. office and the Staff Representative in each school shall be supplied with data indicating the number of such students, with their designations, included in each class.***
- 15. A pool of employees on contract with appropriate training and/or experience, whose primary assignment(s) will be related to special education, shall be available for temporary assignments.***
- 16. The Central Screening process, including consultation with the School-Based Team, will be used to remove the special education designation of a student.***
- 17. Evaluation***
- (a) The School-Based Team, in consultation with the regular class teacher(s) and Area or District Learning Services shall monitor the effectiveness of the integration for each student and his/her classmates.***
  - (b) Each placement shall be re-evaluated annually, or more frequently if requested by the employee(s) involved and/or the School-Based Team. The provisions of Clause 12. above shall be considered at each re-evaluation.***

**Restored provision:**  
11.D.2.(a) Purpose of Staff Committee

**Location in current CA:**  
Article A.5.5.c.ii.a

- (i) Adequate physical requirements.
- (ii) Suitable class size.**
- (iii) Suitable instructional assignment.
- (iv) An adequate supply of learning materials.
- (v) An adequate auxiliary staff.**
- (vi) Time to plan, to organize and to work with individual students, with colleagues, and with parents.
- (vii) Student evaluation (reporting on student progress).

**Restored provision:**  
12.B.1 Expedited Arbitration

**Location in current CA:**  
Article A.6.10

1. Individual grievances under Article 7.A. (Posting and Filling Vacancies), Article 7.C. (Board-Initiated Transfers), Article 7.D. (Transfer Because of Surplus Staffing), **Article 9.B. (Class Size Limits), and Article 9.L. (Inclusion of Students with Special Needs)** may be referred to expedited arbitration by the party initiating the grievance.

**Restored provision:**  
1993 January 31  
LETTER OF UNDERSTANDING

**Location in current CA:**  
LOU - new

1993 January 31  
LETTER OF UNDERSTANDING

**Mr. A. Crawford, Co-President**  
**Mrs. E. Smith, Co-President**  
**Vancouver Teachers' Federation**  
**2915 Commercial Drive**  
**Vancouver, B.C. V5N 4C8**

**Dear Sir/Madam:**

**Re: Provision of Specialized Services in Students' First Language**

**The Board recognizes the importance of providing E.S.L. students with counselling, psychological and speech/language pathology services in their first language.**

**To that end, when such positions are filled, the Board will endeavour to recruit appropriately certificated Counsellors, School Psychologists and Speech/Language Pathologists in order to provide such service in as wide a range of languages as possible.**

**Sincerely,**

**V.K. Bowser**  
**Director of Employee Relations**

**APPENDIX D - K – 3 Primary Class Size [PC Appendix B]  
Memorandum of Agreement**

***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 2001 June 30.***
- 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 1998 September 30, 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 1999 September 30, 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 2000 September 30, 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 (1998 July 01 to 1999 June 30) \$5 million**

**Year 2 (1999 July 01 to 2000 June 30) \$20 million**

**Year 3 (2000 July 01 to 2001 June 30) \$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 1998 May 15, 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 1998 May 30, 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 B.C.T.F.**

**Within ten (10) days of the submission of the report 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 class size maximums set out in this Agreement.**

**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.**

**(d) By 1998 June 15, 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 twenty-eight (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 twenty-one (21) days after the conclusion of the hearing.**

- (f) **In the event that additional enrolment 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:**

**On Behalf of the B.C. Teachers' Federation  
Ray Worley  
Elsie McMurphy  
Kit Krieger**

**On Behalf of Government  
Russ Pratt  
Tony Penikett  
Don Avison**

**/jr/gs  
utf/iwa 1-3567**