

SECTION D WORKING CONDITIONS

Article D.1 Class Size and Teacher Workload

[This provincial section may not be the final version.]

The BCPSEA – BCTF collective agreement provisions regarding class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented as set out below:

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
- B. Grade 1 classes shall not exceed 22 students;
- C. Grade 2 classes shall not exceed 22 students;
- D. Grade 3 classes shall not exceed 22 students.

Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.

Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

K-3 Superior Provisions to Apply

For primary and combined primary/intermediate classes where the restored collective agreement provisions provide for superior class size provisions beyond those listed above, the superior provisions shall apply.

*Grade 3/4 is 23 students

Local Provisions

D.1 Class Size

D.1.1 Target and maximum class sizes shall be as follows:

	Target	Maximum
Special Education Classes	8	12
Any class enrolling P1	18	22
Any class enrolling P2 to P4	22	24
Intermediate (4-7), Upper Intermediate, Graduation, English, Social Studies, Science, Industrial Education and Home Economics Labs	24	28
Any other class	25	30
Secondary teacher's student load per cycle	175	200

D.1.2 If the above class size maximums are exceeded, or in the case of classes with special needs students as defined in Article D.2.1 of this Agreement the class exceeds the targets, assistance must be provided,

D.1.3 Classes may exceed the maximums in the following circumstances:

(a) band, choir, physical education, or other specialized classes where the teacher has so requested.

D.1.4 Whenever practicable, in recognition of the special requirements of certain subject areas, a teacher whose assignment is at least half in the subject areas of English, Industrial Education, Home Economics, Science, and/or Social Studies, shall have a maximum student load of one hundred seventy-five (175) students per cycle, in proportion to a full-time assignment.

D.1.5 Except by mutual agreement of the Director of Student Services and the school-based team, a maximum of two (2) special needs students may be integrated into a single elementary school class.

D.1.6 The start-up organization of elementary classes in any school year which includes special needs students who are moderately mentally handicapped, severely and profoundly mentally handicapped, or autistic, shall not exceed class size targets. Such elementary classes shall not exceed class size targets by more than two students at any time in the school year.

D.1.7 In any event, elementary classes which include special needs students as defined in Article D.2.1 of this Agreement, shall be kept under the class size maximums.

D.1.8 The number of students in secondary school laboratories or shops when used for their intended purpose shall not exceed the number of students who can be accommodated safely.

D.1.9 The Board and the Association recognize that the needs of students and curriculum requirements are of paramount importance in determining staff allocations.

a) Elementary Staff Allocation

- i. Elementary Schools shall be staffed at a ratio of one full-time equivalent teacher for every twenty-six (26) full-time equivalent pupils.
- ii. Designated elementary schools shall be staffed at a ratio of one full-time equivalent teacher for every twenty-two (22) full-time equivalent pupils.
- iii. The Superintendent, at the direction of the Board and in consultation with the Staff Allocation Committee, shall designate schools for improved staffing ratios by March 31st of each preceding school year.
- iv. If, in the staffing calculation of full-time equivalent pupils divided by twenty-six, or twenty-two in designated schools, the fraction exceeds 0.30, an additional full-time equivalent teacher shall be provided to that staff. For example, in a case where 400 pupils divided by 26 equals 15.38 teachers, sixteen (16) full-time equivalent teachers shall be provided.
- v. Administrative Officers, teacher-librarians, Kindergarten teachers, music teachers and learning assistance teachers shall be added to elementary school staffs according to separate formulae.

b) Secondary Staff Allocation

- i. Secondary schools shall be staffed at the ratio of one full-time equivalent teacher for every nineteen (19) students. This staff shall include Administrative Officers, counsellors, teacher-librarians and learning assistance teachers.
- ii. Designated secondary schools shall be staffed at the ratio of one full-time equivalent teacher for every seventeen (17) students, inclusive of staff as in Article D.1.9.i above.
- iii. The Superintendent, at the direction of the Board and in consultation with the Staff Allocation Committee, shall designate schools for improved staffing ratios by March 31st for the next school year.
- iv. If, in the staffing calculation of full-time equivalent students divided by nineteen, or seventeen in designated schools, the fraction exceeds 0.30, an additional full-time equivalent teacher shall be provided to that staff. For example, in a case where 410 students divided by 19 equals 21.57 teachers, twenty-two (22) full-time equivalent teachers shall be provided.
- v. The ideal teacher-student load for a secondary teacher is recognized as one hundred seventy-five (175) students per cycle in proportion to a full-time assignment. The maximum student load for a secondary teacher shall be two hundred (200) per cycle, in proportion to a full-time assignment.
- vi. Whenever practicable, in recognition of the special requirements of certain subject areas, a teacher whose assignment is at least half in the subject areas of English, Industrial Education, Home Economics and/or Science, shall enjoy a maximum student load of one hundred seventy-five (175) students per cycle, in proportion to a full-time assignment.
- vii. Administrative Officers, counsellors, teacher-librarians and learning assistance teachers shall be included in secondary school staffs according to separate formulae.

Article D.2 Class Composition and Inclusion

Local Provisions

D.2.1 Definition

Special Needs Students are those defined in the Ministry of Education Special Programs Manual of Policies, Procedures and Guidelines as Moderately Mentally Handicapped, Severely and Profoundly Mentally Handicapped, Physically Handicapped, Visually Impaired, Hearing Impaired, and Autistic, whose educational programs need to be significantly modified.

2. Identification

- (a) At the request of the Administrative Officer, teacher or parent/guardian, a student shall be referred to the school-based team.
- (b) The school-based team shall determine:
 - i. whether in-school assessment is required and sufficient;
 - ii. whether referral to Special Education is required;
 - iii. whether program(s) and resources are appropriate.
- (c) For this Agreement, the school-based team shall consist of:
 - the referring teacher;
 - classroom teacher(s);
 - Learning Assistance teacher and other school-based Special Education personnel;
 - Administrative Officer; Counsellor at secondary level; and
 - at least one District Special Education staff.

3. Placement

- (a) The initial mainstreaming of a special needs student shall involve prior consultation of the school-based team.
- (b) The following shall be given due and proper consideration prior to placement of a special needs student:
 - i. in accordance with Board Policy I-9, it is the intent of the Board to assist all students with handicaps to benefit from their educational programs by having a significant interaction with their non-handicapped peers. All Special Education programs shall be offered in regular schools and whenever practicable, in regular classrooms;
 - ii. the student's educational, social and medical needs;

- iii. class size and class composition;

(An examination of class size and class composition shall include an examination of the number of both Low and High Incidence students).

- iv. the training and experience of the classroom teacher; v. the physical constraints of the classroom.

(c) Classes which include special needs students shall be kept under the class size limit.

(d) Except by mutual agreement of the Director of Student Services and the school-based team, a maximum of two (2) special needs students may be integrated into a single elementary school class.

- 4. (a) Where possible, prior to the placement or as soon as possible after the placement of a special needs student in a regular classroom, the requirements for ongoing support shall have been identified by the school-based team and appropriate district special education personnel in consultation with the classroom teacher. It is recognized that on-site observation and assessment may precede such identification. The requirements may include but not be limited to: Educational Assistant support, I.E.P. development, the assignment of a case-manager, facilities modification and in-service.

(b) Additional Educational Assistant time may be required to facilitate consultation between the teacher and assistant regarding a special needs student, as identified by the school-based team.

5. Resources

(a) It shall be the responsibility of the Board to ensure the necessary resources are available, whenever possible, prior to placement.

(b) Educational Assistants shall be provided for assisting special needs students during toileting and for other personal care functions, participating in co-curricular special events and as determined by the school-based team and approved by the Director of Student Services.

- 6. The implementation of an instructional program is a teacher responsibility. The planning of an instructional program is a joint responsibility between and among the classroom teacher, district special education personnel, the school Administrative Officer and the parents. Regular release time, as recommended by the school-based team and approved by the Director of Student Services, for planning and ongoing consultation shall be provided.

7. In-Service

(a) After consultation with the school-based team and the approval of the Director of Student Services, teachers shall receive appropriate in-service training to assist with the educational programming of identified special needs students.

(b) Time for appropriate in-service shall be arranged prior to placement of a special needs student, whenever possible, and release time shall be provided.

(c) Where such in-service or professional development is initiated by the school district in the months of July and/or August, it shall be on a voluntary basis and shall be paid at the rate of 1/195th of annual salary for each day of in-service.

8. There is nothing in this Article intended to preclude the consideration of the school-based team in providing and requesting services and resources to High Incidence students.

9. Class Composition

(a) The Board and the Association recognize that students, other than those identified in Article D.2.4.b of this Agreement, may significantly affect classroom management, routines and instruction, and/or have significant learning difficulties.

(b) Such students may be referred to a school-based team for consideration and appropriate action.

(c) As expeditiously as possible, and within the context of the resources allocated to the school, the school-based team shall address the recommendations it considers appropriate to the circumstances.

Article D.3 Non-Enrolling Staffing Ratios

[This provincial section may not be the final version.]

All language pertaining to learning specialists shall be implemented as follows:

1. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in Article D.3.2):
 - a. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
 - b. Counselors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;
 - c. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistant to five hundred and four (504) students;
 - d. 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;
 - e. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
2. Where a local collective agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for Article D.3.1, the services, caseload limits or ratios from the local collective agreement shall apply.

Local Provisions

3. Non-Enrolling Ratios
 - a. Teacher Librarians shall be provided on a minimum pro-rated basis of teacher librarians to students in the ratio of 1.0 FTE/576 students.
 - i. School librarians shall be allocated proportionally as follows:

<u>No. of Pupils</u>	<u>Teacher-Librarian FTE</u>
1-100	(staff decision)
101-160	0.5
161-220	0.6
221-280	0.7
281+	1.0
 - b. The staffing of counsellors shall be targeted at a ratio of 350:1 per school for students enrolled in grades 8-12.

- c. Learning Assistance Teachers shall be provided on a minimum pro-rated basis of learning assistance teachers to students in the ratio 1.0 FTE per 486.8 students.
 - i. Elementary learning assistance teachers shall be allocated at a minimum ratio of 0.2 for every one hundred (100) pupils proportionally with a minimum assignment of 0.4 full-time equivalent.
 - ii. Secondary learning assistance teachers shall be allocated at a minimum of 1.0 full-time equivalent per school.
 - (a) Under special circumstances, the Director of Student Services may increase assignments with respect to Articles D.3.3.c.i and D.3.3.c.ii of this Agreement.
 - (b) In circumstances where learning assistance teachers can demonstrate a legitimate need for consultation time which cannot be reasonably scheduled in accordance with past practice, the Director of Student Services may allocate staff to meet the demonstrated need.
- d. Support for ESL Students
 - i. 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 thirty-nine and nine-tenths (39.9) identified students. [LOU No. 5 June 19,2000]

ARTICLE D.4: PREPARATION TIME

1. Each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement
2. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

Article D.5 Middle Schools

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the collective agreement are necessary to accommodate the intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.
5.
 - a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
 - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
 - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall

exchange initial written submissions;

- iv. The hearing shall commence within a further ten (10) working days;
and
 - v. The arbitrator shall render a final and binding decision within
fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

Article D.6 Alternate School Calendar

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.
3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - d. The hearing shall commence within a further ten (10) working days; and
 - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.

8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

Note: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.

ARTICLE C.26: TEACHERS TEACHING ON CALL

14. Teachers on call shall not be subject to any of the provisions of this Agreement other than this Article and any other Article where so specifically stated.

The following articles shall also apply to teachers on call:

Definition of Terms

Article A.1 (Term, Continuation and Renegotiation)

Article A.2 (Recognition of the Union)

Article A.3 (Membership Requirement)

Article A.6 (Grievance Procedure, as it pertains to those provisions which are applicable to teachers teaching on call)

Article A.9 (Legislative Changes)

Article A.23 (Staff Representatives and Right to Representation)

Article A.25 (Labour Disputes)

Article A.26 (Strikes/Lockouts/Work Slowdowns)

Article A.27 (Access to Board Policy Manual/Board Personnel Policies)

Article A.28 (Copy of Agreement)

Article A.29 (Access to Information)

Article A.30 (Staff Meetings)

Article A.31 (Staff Committees)

Article A.32 (Applicability of Legislation)

Article A.33 (Access to Work Site)

Article A.34 (Use of School Facilities) Article A.35 (Bulletin Boards)

Article A.36 (Internal Mail)

Article B.21 (Placement on Schedule)

Article B.22 (Experience)

Article B.24 (Changes in Certification or Re-Categorization)

Article B.26 (No Cut Clause)

Article B.10.1 (Reimbursement for Mileage and Insurance (only mileage provisions))

Article C.22 (School Act Appeals)

Article D.1 (Class Size and Teacher Workload)

Article D.23 (Hours of Work)

Article D.24 (Lunch Time Supervision)

Article D.25 (Extra-Curricular Activities)

Article D.26 (Health and Safety)

Article E.1 (Non-Sexist Environment)

Article E.2 (Harassment/Sexual Harassment)

Article E.22 (Qualifications) Article E.27 (Personnel Files)

Article F.22 (School Accreditation)

ARTICLE D.27: HOME EDUCATION

1. Educational services that may be required for home education students as defined in Sections 12 and 13 of the School Act and School Regulation Section 3 shall be provided by members of the bargaining unit or administrative officers.
 1. **Evaluation and assessment services required for home school children as contemplated by Section 3(1)(a) of the School Regulation shall, whenever practicable, be provided by a teacher or district support services staff as a discrete part of the employee's assignment.**
2. If a teacher who enrolls classes or otherwise provides educational programs to school-based students is assigned responsibility for any educational services to home-schooled students not as a discrete part of the employee's assignment, the teacher shall be given adequate time to provide such service within the weekly instructional assignment. Adequate time may include the provision of time away from instructional duties (e.g. additional preparation time or consultation time).

ARTICLE E.20: TEACHER ASSIGNMENTS AND REASSIGNMENTS

1. General

- a. Teacher assignments, reassignments, and appointments will be carried out in accordance with the School Act.
- b. Annually, a committee comprised of up to five (5) representatives from each of the union, Senior Management and the CVPVPA will meet to review the District staffing process.
 - i. The duties of this committee shall include, but not be limited to, ensuring that the staffing process is transparent, fair and honouring of teacher qualifications, seniority and preference.
- c. The Superintendent or designate, in conjunction with the principal of a school where vacancies exist, shall assess the educational needs of the school and specify the qualifications required to fill each vacancy.
- d. Principals shall consult with their staffs annually in the spring before determining staffing needs for the following school year, and engaging in the District staffing process.
 - i. Qualifications, **distribution of workload**, and personal preferences of the teacher shall be taken into consideration before assigning a teacher.
 - ii. Teacher assignments shall not be used for disciplinary purposes. iii. Upon request of a teacher, the principal (or Superintendent's designate in the case of associated professionals) shall meet with the teacher to discuss proposed changes to the teacher's assignment.
- e. **The Board shall provide sufficient support staff, within the limits of available resources, to meet the needs of all students in elementary and secondary schools.**