

1998-2001 Local Collective Agreement

Contract Language stripped by Bills 27 and 28

~~ARTICLE A.6.(A):~~ ~~EXPEDITED ARBITRATION~~

~~A.6(A).1 As an alternative to full arbitration under section A.8.7, grievances concerning class size and integration of students with special needs may be referred by the party originating the grievance to expedited arbitration under this section.~~

~~A.6(A).2 When a grievance is submitted to expedited arbitration under this section, a single arbitrator shall be selected to hear the matter, on a rotational basis, from the following list, provided the arbitrator next in line is available to hear the matter within twenty (20) teaching days. If the arbitrator next in line is not available to hear the matter within twenty (20) teaching days, the parties shall go to the next arbitrator on the list, and so on, until an available arbitrator is selected:~~

- ~~_____ i) Allan Hope~~
- ~~_____ ii) Nancy Morrisen~~
- ~~_____ iii) John Orr~~
- ~~_____ iv) Heather Laing~~

~~A.6(A).3 If no arbitrator on the above list is available to hear the matter within twenty (20) teaching days, the parties may agree on some other available arbitrator to hear the matter.~~

~~A.6(A).4 The arbitrator who is selected to hear the matter shall render a decision within an additional five (5) teaching days of the hearing into the matter.~~

~~A.6(A).5 No written reasons for the decision shall be provided beyond that which the arbitrator believes is necessary to convey the decision. Expedited arbitration decisions shall be of no precedential value and shall not thereafter be referred to by the parties in respect to any other matter.~~

~~A.6(A).6 The parties shall share equally the costs and expenses of the arbitrator.~~

~~ARTICLE C.9: ON CALL HOSPITAL HOMEBOUND TEACHERS~~

~~C.9.1 The Board shall appoint up to two (2) continuing contract teachers to provide hospital/homebound services, whose assignment(s) will vary in accordance with the level of service provided and shall be paid in accordance with Article C.5.15.~~

~~SECTION D - WORKING CONDITIONS~~

ARTICLE D.1: CLASS SIZE AND CLASS COMPOSITION

D.1.1 The Board and the Association agree to the following class size maximums, save and except that where there are external constraints beyond the Board's control, in which case the maximums may be exceeded only after consultation with the Association:

**	Kindergarten	20 students
	Primary Class (Grades 1 through 3)	24 students
**	Split Year Primary/Multi Year Primary (K-3)	23 students
**	Split/Primary Intermediate (Grades 3 & 4)	24 students
	Intermediate Class (Grades 4 & 5)	27 students
**	Split/Multi Intermediate Class (Grades 4 & 5)	25 students
	Middle School Class	29 students
	Middle School Split Class	26 students
*	Special Education (High Incidence/Low Cost)	15 students
** *	Special Education (Low Incidence/High Cost)	10 students
	Secondary English/French Immersion Language Arts	27 students
**	Multi Programmed/Minimum Essentials (Gr. 9-12)	25 students
	Any other class (Grade 9 through 12)	30 students
	Total Middle/Secondary Weekly Teaching Load	200 students

*Includes appropriate support services.
 **The flexibility factor in D.1.4 shall not apply.

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 as Memorandum K-3, Appendix D.

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

	98-99	99-00	00-01
K	20	20	20
1	25	23	22
2		23	22
3		23	22

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

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.

D.1.2 It is agreed that class size is affected by various factors including but not limited to the following:

- a) variations in the size of school populations;
- b) the range of student needs and abilities;
- c) the nature of the curriculum being presented to the students;
- d) the range and extent of services other than classroom teaching;
- e) the physical restrictions of equipment and space, particularly in specialty subject areas; and
- f) secondary school programming to complete course or subject requirements for graduation.

D.1.3 A school staff including administration will develop the class organization which best utilizes professional staff and serves the needs of students in compliance with class size limits as in D.1.1, except for D.1.9.

D.1.4 After September 30 of each year the size of the class shall not exceed the maximum set out in D.1.1 by more than 2 students. If the maximum size set out in D.1.1 is exceeded, the teacher may request extra staff assistance and such assistance shall not be unreasonably denied.

D.1.5 A class which includes students with behavioural problems, learning difficulties or special needs shall be smaller than D.1.1, the number to be determined through consultation and consensus among the teacher, the principal and District staff, and to reflect the support services provided. The flexibility factor expressed in D.1.4 shall not apply.

D.1.6 A lab oriented science class or workshop where student safety is a factor shall be limited to 24 students provided space and workstations are available.

~~D.1.7—A primary program year 1 student included in a primary class (Year 2-4) shall be considered as a full-time equivalent student.~~

~~D.1.8—The Board agrees that the requirements of the class size maximums set out above in D.1.1 will be given paramount consideration when determining the annual budget of the District.~~

~~D.1.9—A larger grouping of students may be requested by the teacher to fulfill a particular educational purpose, such request to be in writing with a copy to the Association.~~

~~ARTICLE D.2—STAFFING FORMULA—~~

PC: D.1

~~NON-ENROLLING/ENGLISH AS A SECOND LANGUAGE TEACHERS~~

~~D.2.A—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

~~————— 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.~~

~~D.2.1—Non-enrolling staffing ratios~~

~~Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530.~~

~~D.2.1.1—Teacher Librarian~~

~~Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of teacher librarians to students in the ratio of at least one teacher librarian to nine hundred and twenty one (921) students.~~

~~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.~~

~~D.2.1.2—Counselors~~

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

~~D.2.1.3—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 at least one learning assistance teacher to six hundred and nineteen (619) students.~~

~~Effective July 1, 2000, 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.~~

~~D.2.1.4 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 two hundred eighty one (281) students.~~

~~D.2.1.5 English as a Second Language Teachers~~

~~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".~~

~~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.~~

~~D.2.2 — PROCESS~~

~~D.2.2.1 By May 15, 1998, the Ministry of Education will provide to each district, in writing, an estimated funding amount that will be provided to achieve the goals of this article, subject to all of the provisions and expectations of this article.~~

~~D.2.2.2 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 D.2.1 above, that set out how the estimated funding shall be utilized.~~

~~D.2.2.3 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.2.2.4 Within 10 days of submission of the staffing plan 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 non-enrolling ratios referred to in this Agreement.~~

~~D.2.2.5 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.2.2.6 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 D.2.1 above.~~

~~D.2.2.7 The process set out in D.2.2 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.~~

~~D.2.2.8. 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, ease load limits or ratios additional or superior to those established through this process, the services, ease load limits or ratios from the previous Collective Agreement shall continue to apply.~~

~~**ARTICLE D.3: SUPPORT FOR THE INCLUSION OF SPECIAL NEEDS STUDENTS**~~

~~D.3.1 The Board and the Association recognize that a goal in the district is to integrate students with special needs into regular classrooms in neighbourhood schools for part, or all of their programs. The following integration process shall be used in the planning and placement of students with special needs.~~

~~D.3.2 In this Article, "School Based Team" shall consist of the broad range of professionals available within the school and the district who serve the needs of students with special needs, including:~~

- ~~a) teacher(s) who teach or will be teaching the student,~~
- ~~b) an administrative officer from the school,~~
- ~~c) a learning assistance and/or counsellor and/or integration support teacher from the school,~~
- ~~d) district staff when requested, and when appropriate:~~
- ~~e) the student's parent(s) or guardian(s), and~~
- ~~f) the student.~~

~~The School Based Team may be augmented by representatives from community agencies in an advisory capacity.~~

~~D.3.3 Identification~~

~~The District Screening Committee shall consist of:~~

- ~~a) the Assistant Superintendent of Schools (Student Services),~~
- ~~b) a district Psychologist,~~
- ~~c) a representative of the Saanich Administrators' Association,~~
- ~~d) a representative of district staff (alternating according to the program being recommended),~~
- ~~e) two representatives of the Saanich Teachers' Association, one of whom shall be currently working in the area of services to students with special needs, and one of whom shall be a regular classroom teacher.~~

~~For the purposes of this article students with special needs are:~~

- ~~a) those students who have been referred by a School Based Team and then identified by the District Screening Committee within the following categories:~~

~~1. Low Incidence categories:~~

- ~~Multiple Handicapped~~
- ~~Trainable Mentally Handicapped~~
- ~~Severely/Profoundly Handicapped~~
- ~~Physically Handicapped~~
- ~~Visually Impaired~~
- ~~Hearing Impaired~~
- ~~Autistic~~

~~2. High Incidence categories:~~

~~Severe Learning Disabled
Educable Mentally Handicapped
Severe Behaviour
Rehabilitation~~

~~_____ and~~

~~b) _____ Students entering the district at first year primary, or from other districts, who have been previously identified according to Ministry Guidelines as students with special needs~~

~~_____ Where the School Based Team disagrees with a decision of the District Screening Committee the School Based Team may request reconsideration of the decision by the District Screening Committee.~~

~~D.3.4 Placement~~

~~_____ When a student with special needs is enrolled in a school, placement shall not occur until the School Based Team has considered the students educational, medical and special needs together with the composition of the receiving class and the terms of this agreement.~~

~~_____ The School Based Team will identify conditions and factors for the successful integration of the student with special needs prior to placement in accordance with Article D.2.6. If there are conditions or factors recommended by the School Based Team that are necessary to the safety and/or successful integration of the student that are not able to be met prior to placement, the School Based Team will advise the Board who will seek an alternate temporary arrangement for the student. No student with special needs shall be placed in a classroom until clear emergency evacuation procedures (suitable to the needs of the student), have been established and posted.~~

~~_____ The Board shall make every reasonable effort to limit to two (2) the number of such students integrated into any regular class.~~

~~_____ Planning for integration of students with special needs shall occur in the spring of each school year for placement for the following September. Exceptions to September placement may be made for students new to the district in mid year or for newly identified student with special needs.~~

~~D.3.5. Individual Educational Program (IEP)~~

~~_____ An Individual Educational Program shall be developed for each student with special needs. The classroom teacher will be involved in but shall not be solely responsible for, the development of the IEP. Members of the School Based Team shall share the responsibility for the development and implementation of the IEP and parents shall be part of this process.~~

~~D.3.6 School Based Team~~

~~_____ The School Based Team provides a forum for discussion and decision making, assists the teacher and district staff in the development of a program which addresses the student's special needs. This program is articulated in the IEP. The School Based Team may make recommendations on some or all of the following areas. The Superintendent or designate will make every reasonable effort to implement the recommendations.~~

~~_____ a) _____ Resource Requirements:~~

~~_____ After consultation between the School Based Team and the child's parent/guardian, the extent of human and educational resources necessary to meet the needs of the child to be integrated~~

~~shall be determined. It is the responsibility of the Board to ensure, where practicable, that resources necessary to integrate a student with special needs are available prior to or concurrently with the placement of a special needs student in any class.~~

~~b) Facility and Equipment~~

~~Any renovations needed to the classroom, washrooms, or school building, as determined by the School Based Team, in consultation with the Superintendent of Physical Plant, shall be completed before integration begins where the student to be integrated is identified in the spring. Where a new student is to be placed mid-year such renovations shall be completed as soon as practicable.~~

~~c) Teacher Assistant Allocation~~

~~An appropriate teacher assistant budget shall be allocated to the school. The School Based Team will make decisions relating to the use of the special education teacher assistant budget allocated to the school. If there is an unanticipated need during the school year, the School Based Team may request an additional budget allocation and the Board shall make every reasonable effort to meet the request.~~

~~Trained teaching assistants shall be provided for assisting students with special needs with toileting and changing for physical education, participating in special events during lunch intermission and recess, and during class/instructional time. The Board shall ensure that a trained replacement is provided as required when the assistant is absent from his/her duties for break periods. Teachers of regular classes which include students with special needs shall not be required to perform these duties.~~

D.3.8 Supervision

The classroom teacher shall not be responsible for the supervision of physically handicapped/medically fragile (Level 2 and 3) students:

- a) during coffee and lunch breaks for special needs support staff. ~~Appropriate replacement assistance shall be provided to the teacher.~~
- b) before and after regular class hours. ~~Provision for the supervision of integrated students shall be the responsibility of the school administrative officer and/or the Board.~~

D.3.9 In-Service Professional Development

~~Time for appropriate professional development for all school based staff affected by the placement shall be arranged prior to or concurrently with the placement of a student with special needs. The amount and scheduling of professional development shall be mutually agreed by the teacher and the administrative officer in consultation with district staff. Where the teacher is requested by the Board and volunteers to participate in professional development activities, at a time he/she is not scheduled to work, that teacher shall be paid at the rate of 1/200 of salary for each day of in-service or, at the teacher's discretion, time off in lieu of such payment.~~

~~D.3.10 School Based Team/Consultation Funding~~

~~The Board shall establish a district wide fund in the total annual amount of \$30,000.00 per annum which will be increased to \$35,000 effective July, 1993, the purpose of which is to provide release time for school based team meetings and teacher/teacher assistant consultations. The school staff committee~~

~~and the administrative officer shall jointly determine the portions of each school's allocation which will be applied for the above purposes.~~

~~———— A joint committee of the Board and the Association shall review annually the methods of allocation of the district wide fund and the level of expenditures at each school of the funds allocated to that school and shall determine how the district wide fund will be allocated for the next school year.~~

~~D.3.11 Expedited Arbitration~~

~~———— A grievance in respect of this article may be referred to expedited arbitration pursuant to Article A.6.(A) of this agreement.~~

~~E.3.2 A school staff including administration will develop the class organization which best utilizes professional staff and serves the needs of students in compliance with class size limits as in D.1.1, except for D.1.9.~~

E.3.3 A teacher's assignment shall be based on the qualifications, training, experience, equitable distribution of workload, district seniority and personal preference of the teacher.