

WORKING DOCUMENT

2001 - 2004

LOCAL COLLECTIVE AGREEMENT

# STRUCK LANGUAGE

Between

The Board of School Trustees of School District #33 (Chilliwack)/  
British Columbia Public School Employers' Association

and

Chilliwack Teachers' Association/British Columbia Teachers' Federation

Effective July 1, 2001 - June 30, 2004



# CHILLIWACK TEACHERS' ASSOCIATION

April 6, 2010

Dear Colleagues,

On January 25, 2002 “Black Friday”, the minister of labour introduced Bills 27 and 28, designed to imposed terms and conditions of employment on teachers and strip all class-size, staffing and workload provisions from the provincial and local agreements. Most of the provisions in our collective agreements regarding supporting special needs students were also eliminated.

The bills were passed on January 27, 2002. Province wide rallies were held on Monday, January 28, 2002 to protest the imposition of the contract and the Chilliwack teachers came out to protest at the Liberal MLA’s office. The Globe and Mail referred to this legislation as an act of “legislative vandalism.”.

In Chilliwack, when we look at our current membership list it is clear that many of the teachers who had sacrificed and walked picket lines to win improved working and learning provisions have retired, and approximately 40% of our current membership have only been teaching in Chilliwack since 2002. Many young teachers have no recollection of what it meant to teach in a system where there were clear class size limits.

Some of the changes that affected our collective agreement that Bill 28 brought about are:

- Class size limits for primary students have been increased province-wide, and have been placed in government policy, not contractual guarantees.
- Kindergarten class sizes increased from 20 to 22 students, and Grades 1-3 increased from 22 to 24.
- Government policy on grades 4-12 class sizes are now based on district averages, not firm limits.
- Guaranteed services to students with special needs and guaranteed support from specialist teachers, such as librarians, counselors, ESL and learning assistant teachers, were removed from the collective agreement and handed over to the discretion of school districts.

Sincerely,  
Tammy McKinley  
Bargaining Co-Chair

Dan Petek  
Bargaining Co-Chair

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## STRUCK LANGUAGE

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**SECTION D: WORKING CONDITIONS**

**~~ARTICLE D.1: CLASS SIZE AND CLASS COMPOSITION~~**

**~~STAFFING FORMULA (P.C.D.1) IMPORTANT NOTE:~~**

The following class size language is significantly affected by the Memorandum of Agreement K-3 Primary Class Size. This Memorandum is attached to this contract. 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

1. The CTA and Board recognize the following limits in class sizes:

Primary Year 1 (Kindergarten)	21	
Class With Primary Year 2 (Grade 1)	25	
Other Primary	27	
Intermediate (Grades 4-10)	30	
Special Class	15	
I.E. Shops and Home Ec. Food Labs		24
Secondary Science (Gr. 10/11/12)	28	
Secondary Humanities (English & Socials)	30	
Graduation (Gr. 11/12)	30	

2. With the consent of the teacher, a school staff and administration may decide to exceed the limits for a class for educationally sound reasons including the overall good of the school. The CTA shall be notified in writing when the teacher, a school staff and administration consent to exceed the limits for a class.

3. Classes which exceed the limits by more than ten (10)% shall, at the request of the teacher, be supported by additional resources.

4. These limits may be exceeded if external budgetary constraints are imposed.

5. Class size limits shall be two (2) less than the number stated in D.1.1 for each low incidence student included in a regular class for fifty percent(50%) or more of the instructional day. With respect to visually and hearing impaired students, it is understood that this refers to profound impairment.

6. A secondary teacher shall have the right to accommodate time-tabling by accepting averaging of class size provided that such averaging is consistent with this Article.

7. Individual band, choir and physical education classes may exceed the limits for class size.

8. Special consideration will be given to the size of split classes.

9. 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.

## ~~ARTICLE D.2: CLASS COMPOSITION~~

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, he/she may refer such students to the School Based Team for consideration and appropriate action.
2. The School Based Team, together with the classroom teacher, shall meet to consider the referral.
3. The School Based Team may take appropriate action for the circumstances. Such actions may include but not be limited to:
  - (a) adjustment to the student's program;(c) alternate placement;
  - (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 under 3, the Superintendent or designate shall, within two weeks of receiving the recommendations, inform the school based team of the actions to be taken regarding their recommendations.
5. If the Superintendent or designate decides that alternate placement is required, then the school based team shall be informed immediately.

## ~~ARTICLE D.3: SPECIALIST PERSONNEL~~

1. The Board and CTA recognize the need for specialized personnel to be provided in the District.
2. Such personnel shall include, but not be limited to, qualified librarians, counsellors and learning assistance teachers.
3. The Board shall endeavour to provide adequate levels of specialized personnel.

## ~~ARTICLE D.4: STAFFING FORMULA (P.C.D.1) 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 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

i. Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530, and Teacher Librarians: 692.1:1 Counsellors: 665:1 Learning Assistance Teachers: 403:1 Special Education Resource Teachers: 32.157 Support for ESL Students: 342:1

#### ii. Teacher Librarians

Effective July 1, 1998, teacher librarians shall be provided on a minimum prorated basis of teacher librarians to students **in the ratio 692.1 to 1**.

#### iii. Counsellors

Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to students **in the ratio of 665 to 1**.

#### 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 teacher to students **in the ratio of 403 to 1**.

#### 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 students **in the ratio of 342 to 1** as per the Letter of Understanding.

### 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.

5. The tables summarizing the annual expenditure and the estimated ratio for each category of non-enrolling teachers and English as a Second Language teachers are found in the original source documents.

6. Process [New Process Provisions as revised by June 4, 1999 Letter of Understanding]

- 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. Prior to June 10, 1999 and May 30 in subsequent years, each School District shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the local aware of any potential non-compliance with nonenrolling/ ESL staffing ratios and the reasons for that potential non-compliance.
- ii. 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 June 15 of that year submit its staffing plan to the Ministry, with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios which would otherwise apply.
- iv. Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any Local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in order to achieve the non-enrolling/ESL ratios referred to in the Agreement.
- v. Where this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration.
- vi. By September 30, the Ministry of Education shall communicate to School Districts, in writing, the level of funding the District will receive in each year to support increased levels of non-enrolling staffing.
- vii. 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.  
[Note: Please refer to June 22, 199 Letter of Understanding #4 for list of agreed to arbitrators.]
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.

## **~~ARTICLE D.20: MAINSTREAMING/INTEGRATION~~**

1. The Board and the CTA agree that students with exceptional educational needs shall be served in regular classrooms in neighbourhood schools whenever possible.

### **2. Identification and Placement**

(a) For the purposes of this Article, "students with exceptional education needs" shall include the following categories and any other categories subsequently designated by the Ministry of Education for Special Education:

- (i) Dependent Handicapped
- (ii) Moderately Mentally Handicapped
- (iii) Severely Handicapped
- (iv) Physically Handicapped
- (v) Visually Impaired (severe/profound)
- (vi) Hearing Impaired (severe/profound)
- (vii) Autistic

(b) The identification and placement of the child to be integrated shall involve consultation and where possible, consensus among the teacher, parents, administrative officer, auxiliary professional personnel, the student (where applicable) and other appropriate personnel to consider appropriate educational and medical information and to jointly establish an educational program.

(c) The School Based Team shall comprise:

- (i) potential receiving teacher(s)
- (ii) the administrative officer
- (iii) school or district professional personnel
- (iv) other appropriate personnel, and may make recommendations to the Superintendent or designate, regarding an educational and in-service programme. Where applicable the parent(s) and/or student may augment the school-based team. These recommendations can include, but are not limited to:

#### **(i) In-Service - Professional Development**

Where practicable, time for appropriate professional development shall be arranged prior to placement of a student with exceptional educational requirements. Where such in-service occurs on weekends, or during vacation periods, the teacher shall receive time off in lieu or be paid at the rate of 1/200 of salary for each day of training.

#### **(ii) Resource Requirements**

After consultation between the school based team and the child's parent/guardian, the extent of human resources necessary to meet the needs of the child to be integrated shall be determined. Where practicable, arrangements for these resources to be available shall be made prior to placement.

#### **(iii) Teacher Assistants**

Appropriate teacher assistant time shall be allocated by District staff as recommended by the School Based Team to assist in the classroom in which the student with exceptional needs is placed.

(iv) Appropriately trained persons shall be responsible to administer medication, to perform medical procedures, to assist exceptional students with toileting and with changing for physical education, and to assist participation in special events during lunch and recess.



**(v) Facility and Equipment**

Appropriate needs related to the facility and equipment, such as provision of procedures for fire/earthquake drills or provision of intercommunication devices shall, where practicable, be in place prior to placement.

**(vi) Class Size and Composition**

Class size and composition shall be given consideration as per D.1.5 when classroom placement is to be determined for a student with exceptional needs. To ensure that all students receive adequate attention, only a reasonable number of students with exceptional needs shall be integrated into any one regular classroom at the same time.

(vii) The Individual Education Programmes for the exceptional child shall be jointly established by the teacher and administrative officer in consultation with the District personnel and the parent/guardian.

**3. Release Time**

On recommendation of the School Based Team and upon approval of Superintendent or designate, teachers of integrated children will be given release time from the instructional day, as required, to determine needs of students, to consult with other staff and/or resource persons and to evaluate programme effectiveness on an ongoing basis.

4. Normally, the Superintendent or designate shall, within two weeks of receiving the recommendations, inform the school based team of the actions to be taken regarding their recommendations.

5. If the Superintendent or designate decides that alternate placement is required, then the school based team shall be informed immediately.

6. Failure to implement approved recommendations in a reasonable time may be subject to grievance.

~~PROVINCIAL LETTER OF UNDERSTANDING #3~~  
~~RESOLUTION OF DISPUTES AND MID CONTRACT MODIFICATIONS~~  
Between  
The British Columbia Teachers' Federation  
(BCTF)  
And  
The British Columbia Public School Employers' Association  
(BCPSEA)

Re: Provincial Collective Agreement

The parties agree to the following to resolve disputes arising out of the implementation of the Provincial Collective Agreement:

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

a. Boards are obligated to maintain the ratios so that they do not decrease below the 1997-98 ratios in Appendix A, including any amendments thereto.

b. Where a Board receives funding in order to decrease the ratios of nonenrolling/ ESL teachers to students, the Board is obligated to expend the funds received exclusively on hiring additional teachers to those produced by the ratios in (a) above within the category specified including costs necessarily and directly related thereto. A Board is not required to spend funds beyond those allocated by the Agreement for the purpose of decreasing the ratio and thus may not be able to meet the Appendix A ratios set out for Years 2 and 3.

c. Where the 1997-98 ratio in Appendix A does not accurately reflect the nonenrolling/ESL service level in place on September 30, 1997, and where disputes regarding compliance have arisen, the 1997-98 ratio will be adjusted to reflect the level of service agreed by the Board and the Local by applying the following principles:

- i. if the revised ratio remains superior to the revised ratio forms the base and Appendix A will be amended accordingly,
- ii. if the revised ratio is inferior to the provincial minimum ratio, provincial minimum ratio, then the provincial minimum becomes the ratio in either Year 2 or 3.
- iii. where the ratio in Appendix A included Administrative Officers in the "teacher" column when the levels of service were reported for 1997-98,

(i). if removal of the number of Administrative Officers from the 1997-98 ratio results in a ratio that remains superior to the provincial minimum ratio, then the revised ratio forms the base and Appendix A will be amended accordingly.

(ii). if removal of the number of Administrative Officers from the ratio results in a ratio that is inferior to the provincial minimum ratio, the incumbent is grandparented. When the order to achieve the non-enrolling/ESL ratios and/or the primary class size maximums referred to in the Agreement.

d. Should Article A.1.2 of the Provincial Collective Agreement come into effect, the obligations of Boards will continue as outlined in a. and b. above as long as the Ministry continues to replicate both the funding and the funding distribution system for Year 3 as outlined in Appendix A except where amended by mutual agreement of the parties and subject to the Ministry providing a letter confirming that the funding distribution system and monies in place for Year 3 will be replicated during any bridging period prior to the ratification of a subsequent collective agreement.

## **2. Resolution of outstanding district-specific disputes.**

- a. School District No. 6 (Rocky Mountain)  
Special Education Appendix A ratio for Years 2 and 3 of the agreement is 1:342  
The parties agree to request Ministry funding for the necessary additional FTE teachers to assist in meeting this ratio.
- b. School District No. 23 (Central Okanagan)  
Learning Assistance Appendix A ratio for Years 2 and 3 of the agreement is 1:490
- c. School District No. 33 (Chilliwack)  
Special Education Appendix A ratio for Years 2 and 3 of the agreement is 1:342
- d. School District No. 43 (Coquitlam)  
Learning Assistance Appendix A ratio for Years 2 and 3 of the agreement is 1:504
- e. School District No. 64 (Gulf Islands)  
Counselling Appendix A ratio for Years 2 and 3 of the agreement is 1:651
- f. School District No. 78 (Fraser Cascade)  
Teacher Librarian Appendix A ratio for Years 2 and 3 of the agreement is 1:569
- g. School District No. 79 (Cowichan Valley)  
Teacher Librarian Appendix A ratio for Years 2 and 3 of the agreement is 1:559

## **3. Process to resolve outstanding district-specific disputes**

The parties each agree to name an individual representative to meet and discuss the following disputes (a. and b.) with the local parties and to attempt to achieve a resolution by June 10, 1999.

- a. School District No. 40 (New Westminster)  
Counselling  
Learning Assistance Teacher  
Librarian  
ESL
- b. School District No. 71 (Comox)  
Teacher Librarian  
Special Education

## **4. Teacher Librarian Preparation Time Relief**

The BCTF agrees to withdraw its grievance pertaining to the provision of preparation time relief with respect to the following districts:

- i. School District No. 22 (Vernon)
  - ii. School District No. 27 (Cariboo-Chilcotin)
  - iii. School District No. 52 (Prince Rupert)
  - iv. School District No. 67 (Okanagan Skaha)
  - v. School District No. 75 (Mission)
  - vi. School District No. 82 (Coast Mountains)
- b. The parties agree that any matters in the above mentioned disputes (4.a) that pertain to 1530 reporting not related to the provision of preparation time relief by teacher librarians be referred to the process established in 3 above.
- c. The BCTF reserves the right to grieve any allocation of teacher librarian time to preparation time coverage that is not reasonably associated with the duties of a teacher librarian.

## **5. Primary Class Sizes and Special Needs Reductions**

The parties agree that the grievance filed by BCPSEA will proceed to arbitration in an expedited manner such that every effort will be made to conclude the hearing in time to have a decision rendered prior to September 1, 1999.

## **6. Teachers-On-Call - Employment Insurance**

For purposes of Employment Insurance, Boards will report 9.1 hours per day (pro rata for partial (days) for teachers-on-call for all time reported on records of employment issued on or after June 11, 1999. All previously issued Records of Employment, including coverage from September 1, 1997, will be revised on the basis of 9.1 hours per day and re-issued prior to October 31, 1999, unless a ruling from HRDC/Revenue Canada disallows claims based on the reporting level contained in the collective agreement.

Should Employment Insurance not accept 9.1 hours and substitute a lower number, Boards will not participate in any appeal process. Participation in any appeal process is the responsibility of the teacher-on-call and the BCTF.

The grievance filed by the BCTF is hereby resolved.

## **7. Teachers-On-Call - Employment Standards Act (ESA)- Part 7 (Annual Vacation) and Part 5 (Statutory Holidays)**

The B.C. Labour Relations Board Decision No. B551/98 regarding Sections 43, 49 and 61 of the ESA requires "arbitrators to consider together the collective agreement provisions for all employees covered by the agreement, and to compare them to the corresponding requirements of the Act, as also considered together for all of the employees."

The parties agree that until this decision of the LRB is beyond any form of appeal, that no grievances regarding the above matters will proceed to arbitration. Should Decision No. B551/98 remain the same, the BCTF will withdraw all grievances related to this issue.

## **8. Teachers-On-Call Benefits**

The BCTF has identified 18 districts as not having advised teachers-on-call about their eligibility for benefits. BCPSEA will work with the districts identified to ensure that Teachers-On-Call eligible for benefits pursuant to Article B.2.4 are advised of that right. Where teachers-on-call have been advised that they are not eligible because of plan limitations, locals in those districts shall be provided with a copy of the master benefit plan identifying such limitations.

## **9. Accounting Manual Differences**

The parties recognize that the methodology used to calculate service levels has varied from district to district.

Differences of interpretation by the parties of the Ministry of Education's Accounting, Budgeting and Financial Reporting Manual shall be referred to a three person committee composed of representatives of BCPSEA, BCTF and the Ministry of Education for final and binding decision.

## **10. Combined Intermediate/Primary Class Sizes**

The parties agree that all fractions occurring from combined intermediate/primary class size splits shall be rounded down.

## 11. ESL Funding - Appendix A

- a. For 1999/2000 and 2000/2001 school years, ESL PCA funding shall be provided to each district in the same amount as provided in 1998/1999.
- b. The number of ESL teachers required in each district for 1999/00 shall be the same number of ESL teachers as employed in 1998/1999.
- c. An equivalent ESL ratio to that contained in Appendix A shall be calculated for each district by dividing the number of Ministry funded ESL students enrolled in that district on September 30, 1999 by the number of ESL teachers pursuant to 11(b).
- d. The ratio calculated in 11[c] shall be applied to determine the number ESL teachers employed by each district in 2000/2001 in consideration of the number of ESL students enrolled in that district on September 30, 2000.
- e. In no case shall the equivalent ratio of ESL teachers to ESL students be inferior to 1:74.
- f. A correction shall be made to Appendix A for School District No. 39 (Vancouver) to correct the error contained in the 1997 Form 1530 reported level of service. A special purpose grant shall be provided to School District No. 39 to enable the provision of 27 FTE additional ESL teachers such that the total number of ESL teachers employed by School District No. 39 on September 30th, 1999 will be 335.4. Spring Staffing Process

To amend the process outlined in Article D.1.6 and Memorandum of Agreement clauses 9.b, c and d as follows:

- i. unchanged.
- ii. Prior to June 10, 1999 and May 30 in subsequent years, each School District shall hold a meeting with representatives of the Local for the purpose of general discussion of staffing plans for schools within that school district. The district shall make the local aware of any potential non-compliance with non-enrolling/ESL staffing ratios and/or the primary class size maximums and the reasons for that potential non-compliance.
- iii In the event that the district concludes it is not able to achieve the required ratios and/or the primary class size maximums with the estimated funds, or that implementation of the article creates other costs which cannot be met with the allocated funds, the District shall, by no later than June 15 of that year submit its staffing plan to the Ministry with copies to the Local, BCTF and BCPSEA and state therein the reasons why, in the opinion of the District, it is not possible to achieve the ratios or maximums which would otherwise apply.
- iv. Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than 3 representatives of the District and no more than 3 representatives of the Local. Any local believing its Board not to be in compliance with respect to meeting required ratios, may also call for and have a meeting of the joint committee. The joint committee shall meet within five working days of such referral and shall address whether or not it is possible to resolve any outstanding issues in
- v. When this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon list for an expedited arbitration.
- vi. By September 30, the Ministry of Education shall communicate to School Districts in writing the level of funding the District will receive in each year to support increased levels of non-enrolling staffing.
- vii. unchanged.

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

Original signed by: Kit Krieger  
For the BCTF

Original signed by Kenneth Werker  
For the BCPSEA

Joint interpretation of 1.d of the Letter of Understanding between the BCTF and BCPSEA dated June 4, 1999. The parties (BCTF and BCPSEA) agree that 1.d is intended to provide stability during a bridging period, if any, without prejudice to either party's position on the question of a Board's obligation to meet non-enrolling ratios after June 30, 2001.

*Dated: June 4, 1999*

~~PROVINCIAL LETTER OF UNDERSTANDING #4~~  
~~APPROVED LIST OF ARBITRATORS — SPRING STAFFING PROCESS~~  
Between  
The B.C. Teachers' Federation (BCTF)  
And  
The B.C. Public School Employers' Association (BCPSEA)

The parties agree that the following constitutes the list of agreed arbitrators, as referred to in item 12.v of the Letter of Understanding between the parties dated June 4, 1999:

Robert Blasina  
Barbara Bluman  
Jim Dorsey  
Marguerite Jackson  
Stephen Kelleher  
Judith Korbin  
Vince Ready  
Colin Taylor

Furthermore, the parties agree to divide the agreed to list into three categories, as follows:

"A" – Jim Dorsey, Judi Korbin, Colin Taylor;  
"B" – Marguerite Jackson, Don Munroe, Vince Ready;  
"C" – Bob Blasina, Barbara Bluman, Stephen Kelleher.

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

When a matter comes forward for reference to arbitration, the first arbitrator to be approached would be an agreed to person on the "A" list. If the parties are unable to agree who on the list should be approached first, then the first person in alphabetical order by last name from that list is to be approached first. If that arbitrator is available within 28 days to hear the dispute, then he or she will be appointed. If not, then the next arbitrator on the "A" list will be approached and the process will be repeated. If no one from the "A" list is available within 28 days, then arbitrators on the "B" list would be approached on the same basis. If, after exhausting both the "A" list and the "B" list, there is still no arbitrator who can hear the case within 28 days, then arbitrators on the "C" list would be approached on the same basis.

If the parties are still unable to find any arbitrator from the list to hear the case within 28 days, then the arbitrator will be the person from the "A" list with the first available time.

The second arbitration to come forward would follow the same system except that in the event that the parties are unable to agree who to approach first, then the first person on the "A" list alphabetically, who has not been assigned a case, would be the first approached. The same process as set out above would be repeated, if necessary, for arbitrators on the "B" and "C" lists. On subsequent arbitrations the arbitrator first approached from the "A" list will be chosen on an alphabetical rotational basis unless there is agreement to the contrary. This same rotational system would apply to the "B" and "C" categories.

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

For BCPSEA For BCTF

Original signed by Original signed by

Kenneth Werker

Kit Krieger

*Dated June 22, 1999*

~~PROVINCIAL LETTER OF UNDERSTANDING #5~~

~~Between~~

~~The B.C. Teachers' Federation (BCTF)~~

~~And~~

~~The British Columbia Public School Employers' Association  
(BCPSEA)~~

~~Re: Provincial Collective Agreement (PAC) Article D.1 Staffing Formula  
Appendix A - Revised ESL Ratios~~

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

5 Southern Kootenay 55.0	43 Coquitlam 62.4	67 Okanagan Skaha 58.1
6 Rocky Mountain 52.3	44 North Vancouver 55.3	68 Nanaimo-Ladysmith 63.1
8 Kootenay Lake 74.0	45 West Vancouver 51.6	69 Qualicum 35.0
10 Arrow Lakes 74.0	46 Sunshine Coast 36.9	70 Alberni 55.0
19 Revelstoke 62.5	47 Powell River 14.3	71 Comox Valley 53.2
20 Kootenay-Columbia 60.0	48 Howe Sound 48.0	72 Campbell River 39.9
22 Vernon 13.5	49 Central Coast N/A	73 Kamloops-Thompson 64.0
23 Central Okanagan 54.0	50 Haida Gwaii/QC 27.0	74 Gold Trail 74.0
27 Cariboo Chilcotin 59.5	51 Boundary 39.1	75 Mission 23.5
28 Quesnel 36.1	52 Prince Rupert 31.8	78 Fraser Cascade 48.8
33 Chilliwack 74.0	53 Okanagan Sim. 62.7	79 Cowichan Valley 74.0
34 Abbotsford 57.9	54 Bulkley Valley 64.5	81 Fort Nelson 33.3
35 Langley 34.8	57 Prince George 44.4	82 Coast Mountains 74.0
36 Surrey 60.6	58 Nicola Similkameen 17.0	83 North Okanagan-S 24.5
37 Delta 50.9	59 Peace River South 43.8	84 Vancouver Island W 74.0
38 Richmond 53.4	60 Peace River North 74.0	85 Vancouver Island N 5.0
39 Vancouver 57.5	61 Greater Victoria 66.0	87 Stikine 74.0
40 New Westminster 61.4	62 Sooke 21.5	91 Nechako Lakes 55.0
41 Burnaby 63.4	63 Saanich 50.9	92 Nisga'a N/A
42 Maple Ridge-Pitt M 33.3	64 Gulf Islands 17.0	93 CFS N/A

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