



BC TEACHERS' FEDERATION
Bargaining Proposal—2014

Proposal Number: U45

Date: March 4 Time: 3:52

ARTICLE D__ CLASS SIZE

Superior provisions regarding class size, composition, and staffing ratios in the previous collective agreement shall continue to apply.

1. Class size

a. The maximum class sizes to be in effect by September 1, are as follows:

	2013	2014	2015
Kindergarten	20	19	18
Grade 1-3	22	21	20
Grades 4-7	28	27	26
Grades 8-12	28	28	27

b. The class size provisions set out in this article shall apply to adult education, summer school, night school, and distributed learning.

c. The maximum number of students in a technology education shop, laboratory classroom, or other classroom containing workstations shall not exceed the number for which the facility is designed and equipped, and, in no event shall the number exceed twenty (20).

d. For split and multi-grade classes, the class size maximum will be two less than the maximum for the lowest grade.

2. Class composition

No class shall have more than 3 students with special needs.

~~a. A weighting formula shall be applied to all classes, and the weighted size of the class shall not exceed the maximum class size.~~

The weighting formula shall be:

~~Total number of students + [1 x total number of students in categories Q, R, P, K (high incidence)] + [2 x total number of students in categories A, B, C, D, E, F, G, H (low incidence)]~~

3. Exceeding class size maxima

Classes may exceed the above class size limits in the following circumstances:

- a. with the exception of primary classes (K-3), the levels in 1.a. and 1.b. may be exceeded by up to two (2) students after October 1, due to additional enrolment
- b. for educational purposes, in Band or Choir, where the teacher has so requested, or
- c. with the agreement of the local union and where the affected member(s) of a school staff wish to exceed the guidelines for educationally sound reasons.

4. Secondary maximum case-load

- a. There will be no more than a case-load of 170 students in any school year.
- b. Distributed learning teachers required to teach more than 10 (ten) courses in a school year will have their student case-load limit reduced by one student for each additional course taught.

5. Dealing with exceptional circumstances

- a. At any time, the board of education or the local may wish to discuss an issue of non-compliance with the K-12 class-size and/or class-composition provisions at a particular school. Notification shall be provided to the other party, in writing, setting out the issue including: compelling family issues; sibling attendance at the same school; the age of the affected student; distance to be traveled and/or available transportation; safety of the student; physical capabilities of the student; accessibility to special programs and services; anticipated attrition; and time of year.
- b. No more than three (3) representatives from each of the parties shall meet, within five (5) working days of receipt of such notification, to clarify the issue and to make all reasonable efforts to achieve a mutually agreeable resolution including:
 - i. provision of additional resources, such that the class size maximums can be achieved; or
 - ii. reconfiguration of classes/grades such that the class size maximums can be achieved; or

- iii. exceeding the class size maximums where additional support and/or compensation is provided to the teacher(s) affected.
- c. Where a mutually agreeable resolution is reached that involves a variation to the class size and/or class composition provisions of the Collective Agreement, that resolution is without prejudice and precedent to future cases.
- d. Any such variation to the class size and/or class composition provisions of the collective agreement shall be made only to the extent required to resolve the issue.
- e. If no resolution is reached within ten (10) working days of the meeting held pursuant to 5.b. above, either party may refer the matter to a mutually agreed upon arbitrator for expedited arbitration.
- f. The arbitrator in 5.e., above, shall have the authority to make a final and binding decision on the issue(s).
- g. Where the arbitrator determines that it is reasonable, in all of the circumstances, to exceed the class size limits, he/she shall determine what additional support and/or compensation shall be provided to the teacher(s) affected.

6. Learning specialist staffing levels

- a. Effective July 1, 2013, the minimum district ratios of learning specialists to students shall be:

Learning assistance teachers	1 for every 260 students
Special education resource teachers	1 for every 190 students
Teacher librarians	1 for every 702 students
Teacher counsellors	1 for every 600 students
English as a second language teachers	1 for every 74 funded ESL students
School psychologists	1 for every 2,000 students
Speech language pathologists	1 for every 1,250 students

Effective July 1, 2014, the minimum district ratios of learning specialists to students shall be:

Learning assistance teachers	1 for every 240 students
Special education resource teachers	1 for every 170 students
Teacher librarians	1 for every 600 students
Teacher counsellors	1 for every 500 students
English as a second language teachers	1 for every 60 funded ESL students
School psychologists	1 for every 1,750 students
Speech language pathologists	1 for every 1,000 students

Effective July 1, 2015, the minimum district ratios of learning specialists to students shall be:

Learning assistance teachers	1 for every 220 students
Special education resource teachers	1 for every 150 students
Teacher librarians	1 for every 400 students
Teacher counsellors	1 for every 400 students
English as a second language teachers	1 for every 50 funded ESL students
School psychologists	1 for every 1,500 students
Speech language pathologists	1 for every 750 students

- b. Each school must have a minimum standard of learning specialist teacher services.

Note: In response to the government's appeal of Justice Griffin's decision of January 27, 2014, the provision below will become part of this proposal should the restoration of the stripped provisions be reversed.

7. Other collective agreement provisions

- a. All collective agreement provisions stripped by the *Education Services Collective Agreement Amendment Act, 2004*, other than those addressed in Article D. (Class Size, Class Composition, Staffing Levels) shall be restored.
- b. If the parties are unable to agree upon which provisions shall be restored, the dispute will be referred to a mutually agreeable arbitrator to make a final and binding decision.