



## **Maple Ridge Teachers' Association** **MRTA Stripped Language, Unstripped**

### **SECTION D - WORKING CONDITIONS**

#### **Article D.1: Staffing Formula – Non-Enrolling/English as a Second Language Teachers [P.C. D.1]**

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 (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

D.1.2 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.

#### **D.1.3 Non-enrolling Staffing Ratios**

D.1.3.1 Employee staffing ratios in each category shall not decrease below the number reported in the 1997/98 Ministry form 1530, and as follows:

Teacher-Librarians: 1:1,037.9

Counsellors: 1:832

Learning Assistance Teachers: 1:462

Special Education Resource Teachers: 1:249

Support for ESL Students: 1:33.3

D.1.3.2 Teacher Librarians

Effective July 1, 1998, teacher librarians shall be provided on a minimum pro-rated basis of teacher librarians to students in the ratio 1: 921.

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Effective July 1, 1999, teacher librarians shall be provided on a minimum pro-rated basis of at least one (1) teacher librarian to seven hundred and two (702) students.

### **D.1.3.3 Counsellors**

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

### **D.1.3.4 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 1:462.

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one (1) learning assistance teacher to four hundred sixty-two (462) students.

### **D.1.3.5 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 (1) special education resource teacher to two hundred forty-nine (249) students.

## **D.1.4 Support for ESL Students**

**D.1.4.1** 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".

**D.1.4.2** 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 thirty-three point three (33.3) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 and as shown in

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Appendix A attached.

D.1.5 Tables that provide expenditures and estimated ratio for each non-enrolling and ESL teachers are not produced in this Collective Agreement but is available at the Maple Ridge Teachers' Association.

**D.1.6 Process** [New Process Provisions as revised by June 4, 1999 Letter of Understanding #3.

D.1.6.1 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. This funding will be based on the non-enrolling requirements as delineated in Appendix A.

D.1.6.2 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 the reasons for that potential non-compliance.

D.1.6.3 In the event that the District concludes it is not able to achieve the required ratios 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 which would otherwise apply.

D.1.6.4 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/ ratios referred to in the Agreement.

D.1.6.5 When this process fails, either party, within 5 working days, may refer the matter to a mutually acceptable arbitrator from the agreed upon

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list for an expedited arbitration.

- D.1.6.6 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.
- D.1.6.7 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 Article D.1.3 and D.1.4.

[Note: Please refer to June 22, 1999 Letter of Understanding #4, page 104 for list of agreed-to arbitrators.]

- D.1.7 The process set out in paragraph 5 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.1.8 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.2: Class Size**

**ARTICLE D.2 K-3 PRIMARY CLASS SIZE**

The parties are committed to primary class size maximums as defined in D.2.1 through D.2.4 below.

- 1. All current class size and composition provisions in the Previous Collective Agreement shall continue to apply, with the exceptions as noted in D.2.2.a through D.2.4 below.
- 2. (a) Maximum class sizes are to be in effect by September 30 as follows:

Kindergarten	20
Grade 1	22
Grade 2	22
Grade 3	22

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- (b) Except as provided in D.2.9.h below, the financial obligations of school districts resulting from this article shall not exceed the trust funds made available by Government for this purpose.
  - (c) By May 15 of each year, 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 the provisions and expectations of this article.
  - (d) Districts shall utilize the trust funding provided exclusively for the purposes of hiring K-3 classroom teachers to maintain the primary class size and will make all reasonable efforts to comply with the class size maximums set out in Article D.2.2.a through D.2.4.
3. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
4. 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.
5. Any provisions found in the Previous Collective Agreement, which would allow class size numbers to exceed those found in D.2.2.a through D.2.4 above, shall not apply.
6. Spring Process - Staffing Plan:
- (a) Prior to May 30 each year, each school district shall hold a meeting with representatives of the local for the purpose of general discussion of staffing plans within that district. The district shall make the local aware of any potential non-compliance with the primary class size maximums and the reasons for that potential non-compliance.
  - (b) In the event that the district concludes that it is not able to achieve the primary class size maximums, the district shall, by no later than June 15 of that year, submit its staffing plan to the local, BCTF and BCPSEA and state therein why, in the opinion of the district, it is not possible to achieve the class size maximums which would otherwise apply.
  - (c) Between June 16 and September 15, inclusive, the staffing plan may be referred to a joint committee of no more than three representatives of the district and no more than three representatives of the local. Any

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local believing its board not to be in compliance with respect to meeting the class size maximums, may also call for 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 class size maximums referred to in this article.

- (d) When this process fails, either party, within five working days, may refer the matter to a mutually acceptable arbitrator from the agreed-upon list for an expedited arbitration pursuant to D.2.7.c below.

### 7. Fall Implementation Plan:

- (a) By October 15 in each year, each district shall submit to the local a K-3 Implementation Plan, detailing the allocation of staffing and the actual K-3 class size for the district.
- (b) 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 pursuant to D.2.7.c.
- (c) The expedited arbitration will commence no later than 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 21 days after the conclusion of the hearing.

**Note:** (Please refer to June 22, 1999 Letter of Understanding No.4 for the list of agreed-to arbitrators).

- 8. In the event that additional enrollment after September 30 makes it impossible to comply with the maximums set out in D.2.2.a through D.2.4 above, within the resources made available, then in those circumstances only, the provisions of the Previous Collective Agreement shall apply.

### 9. Dealing With Special Circumstances:

- (a) At any time, the school district or the local may wish to discuss an issue of non-compliance with the K-3 class size 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;

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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, from any unallocated K-3 trust funds in the district, such that the class size maximums can be achieved or;
  - ii. in the event that the district can demonstrate, to the satisfaction of the local, that all trust funds have been allocated, pursuant to D.2.2.d above; provision of additional resources from any K-3 or non-enrolling trust fund surplus held by government such that the class size maximums can be achieved;
  - iii. reconfiguration of classes/grades such that the class size maximums can be achieved;
  - iv. 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 provisions of the Collective Agreement, that resolution is without prejudice and precedent.
- (d) Any such variation to the class size provisions of the Collective Agreement shall be made only to the extent required to resolve the issue.
- (e) Resolutions reached as a result of the process outlined in 9. (a-d) above shall require the approval of the provincial parties.
- (f) If no resolution is reached within ten (10) working days of the meeting held pursuant to 9.b above, either party may refer the matter to expedited arbitration pursuant to D.2.7.c above.

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- (g) The arbitrator in 9 f. above shall have the authority to make a final decision on the issue.
  - (h) 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.
10. Where class size or workload maximums/restrictions contained in the Previous Collective Agreement are lower than those in this article the maximums from the Previous Collective Agreement shall apply.

**Previous Local Provisions**

Effective September 1, 1993

D.2.1 Maximum sizes for regularly scheduled classes shall be:

Kindergarten	20 students
Primary Multi-age	23 students
Primary (old Gr. 1,2,3)	25 students
Intermediate Multi-age	26 students
Intermediate Traditional	28 students
Intermediate Traditional (split)	28 students
"Secondary" English	28 students
Home Economics	24 students
Junior Science	28 students
Senior Science	24 students
Computer	24 students
Life Skills	26 students
Technical Ed. Lab. (I.E. Lab.)	22 students
Special Education:	
High Incidence	15 students
Low incidence	10 students
Any Other Class	30 students

- D.2.1.1 For the purposes of determining class size, a kindergarten (Primary 1) student included in a primary split or multi-age/multi-program class shall be considered a full-time equivalent student.
- D.2.1.2 No teacher shall be required to enroll Kindergarten (P1) students in both morning and afternoon sessions where P1 students are part of a split/multi-program class.

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D.2.1.3 Teachers of Kindergarten (P1) students shall be entitled to design and implement a gradual entry program involving altered hours and the phasing in of small groups of children. Such programs shall be completed within the first two (2) weeks of September start.

**D.2.2 Flexibility Factor** (Refer to Memorandum of Agreement K-3 Primary Class Size, paragraph 6, for limitations on these clauses.)

D.2.2.1 The above limits shall be in place by the end of the first two weeks for any school on a quarter system, and by the end of September for schools on the semester or annual system.

D.2.2.2 The above limits may be exceeded by two students (by one student in primary classes) when the Board has shown that it has taken every reasonable step to adhere to these limits.

D.2.2.3 In addition to the flexibility factor specified above, the Board may exceed the class size limits to meet legislated budgetary controls; in no circumstances, however, will a class be exceeded by more than three students.

### **D.2.3 Expedited Procedure**

D.2.3.1 Concerns about class size violations shall be reported to the Principal. If the concerns are not satisfactorily resolved within one (1) week, the matter shall be referred to expedited arbitration pursuant to Article A.6.

### **D.2.4 New Elementary Students**

D.2.4.1 Students new to an elementary school and not on a teacher's roster on the opening day of school, shall be introduced to the classroom after the teacher has received notification one (1) day in advance.

## **Article D.3: Mainstreaming and Integration**

### **D.3.1 Purpose and Definition**

D.3.1.1 The purpose of integrating exceptional students into regular classes is to provide a positive educational experience for both the exceptional students and the other students in the class. The placement of an

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exceptional student shall be determined by the curricula, all students educational needs and the ability of the Board to meet the requirements of the curricula and service the students' needs.

- D.3.1.2 For purposes of this article, exceptional students shall include those students classified for funding as:
- a) High Incidence (1.17)
  - b) Low Incidence (1.18)
  - c) Dependent Handicapped (1.19)
  - d) English as a Second Language during their first year of school in Canada and then in subsequent years where the School Based Team has developed an Individual Education Plan (IEP). This provision will not apply for more than three (3) years.
  - e) Students for whom the School Based Team has developed or approved an IEP which reflects modifications in a number of curriculum areas.
- D.3.1.3 The consideration of integrating an exceptional student on a permanent basis into an heterogeneous class of students shall involve consultation and consensus between District staff, parent or guardian, teachers and administrators who may be affected by such integration, prior to integrating the student into the class or classes.
- D.3.1.4 It is the responsibility of the Board to ensure that any additional resources necessary to integrate an exceptional student are available prior to the placement of an exceptional student in any class. The necessary resources shall be determined by the Board in consultation and with consensus of the School Based Team.
- D.3.1.5 Any teacher of an exceptional student shall have the opportunity for professional development/retraining. Whenever possible this professional development shall take place prior to placement of the student.

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D.3.1.6 The Principal may place an exceptional student in a classroom on an emergency basis (maximum three (3) weeks), but any permanent placement shall occur only after the above steps have been followed.

D.3.1.7 The following conditions should prevail prior to the integration of exceptional students:

D.3.1.7.1 no more than three (3) exceptional students shall be integrated at the same time in a regular classroom. This number may be increased for educationally acceptable reasons with the agreement of the teacher(s) involved in consultation with the M.R.T.A. Staff Representative.

Classes with three (3) exceptional students shall have their class size guideline reduced by two (2) (exception Grade 11 and 12 non-academic electives) and classes with two (2) exceptional students shall have their class size maximum reduced by one(1).

D.3.1.7.2 teachers of integrated students shall be given appropriate release time as determined by the principal and teacher for purposes of conferencing, observation and preparation of materials with regards to integration of exceptional student(s).

D.3.1.7.3 the teacher(s) receiving the exceptional student(s) shall receive in-service to ensure that the integration experience is positive for the exceptional student(s), the regular students and the teacher.

D.3.1.7.4 where such in-service, training, or professional development must take place in the months of July and/or August the teacher shall be paid at the rate as specified in Section B, Article B.16.

D.3.1.7.5 the number of regular students in an integrated classroom shall be low enough to ensure both the regular and the exceptional students receive a fair share of the teacher's instructional time.

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- D.3.1.7.6 special consideration be given to class sizes, teaching assistants and clerical time allotments, equipment /furniture; monies, and administrative assistance time.
- D.3.1.7.7 teachers of regular classes shall not be solely responsible for the completion of individual Educational Programs or for the modification of curriculum and/or materials for the exceptional student(s) who is integrated into the classroom.
- D.3.1.8 Articles D.3.1.1 to D.3.1.7 inclusive, will not apply to employees in the adult education programs.

#### **D.3.2 School-Based Support Team**

- D.3.2.1 Where the classroom teacher determines that there are students in his/her class who significantly affect classroom management, routines and instruction, he/she shall have the right to refer such student(s) to the School Based Team for consideration and appropriate action.
- D.3.2.2 The referring classroom teacher, school support teacher, and Administrative Officer shall be included on the School Based Team. Other members of the team may include the Learning Assistance teacher, and/or other teachers on staff with pertinent information. District-based staff such as itinerant teachers, counsellors, speech and language pathologists may be included. Parents and health professionals may also be included to discuss specific information.
- D.3.2.3 The School Based Team shall be a problem-solving support group for the classroom teacher. The School Based Team shall, at the request of the teacher:
- collect and interpret assessment and historical data;
  - assist in preparing an educational program for students referred to the School Based Team;
  - review the educational plan of any student who is referred to them by a classroom teacher, and
  - provide referrals to district specialists for additional evaluation and/or support.

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- D.3.2.4 The School Based Team shall meet within ten(10) working days of a referral to review the case. In the event that such a meeting cannot be scheduled within the ten (10) days some form of interim assistance, suitable to the classroom teachers, shall be provided.
- D.3.2.5 The School Based Team shall make recommendations it considers appropriate in the circumstances. Such recommendations may include but shall not be limited to:
- a. further assessment,
  - b. alternate placement,
  - c. release time for the enrolling teacher and other school based personnel, as may be required to facilitate ongoing assessment and consultation;
  - d. teacher assistant time, and/or
  - e. other assistance as agreed to by the enrolling teachers.

### **Article D.8: School Staff Committees**

- D.8.1 Where a school teaching staff so decides there shall be established a recognized staff committee in each school.
- D.8.2 The size and membership of the staff committee shall be determined by the staff but the Principal or designate shall be a member of the committee.
- D.8.3 Subject to change by a majority vote of the school teaching staff, the staff committee may:
- D.8.3.1 Review each teacher's assignment under the following headings:
- physical requirements
  - class size
  - instructional assignment
  - supply of learning materials
  - auxiliary staff
  - time to plan, to organize and to work with individual students, with colleagues, and with parents pupil evaluation (reporting on pupil progress).

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- D.8.3.2 Review the teaching and learning conditions within the school and make recommendations for improvement in the total teaching situation.
- D.8.3.3 Study and make recommendations on:
- school regulations and routines
  - school educational philosophy
  - non-instructional days
  - school curriculum planning and evaluation
  - school timetable and organization
  - school staffing including utilization of teaching staff and auxiliary staff
  - professional and staff development
  - scheduling of staff meetings
  - structure and procedures for school-based team.
- D.8.3.4 Study and make recommendations on any other matters of concern to the teaching staff members.
- D.8.3.5 Ensure that all teaching staff are provided with the relevant information to assist the teaching staff in making educationally sound decisions.
- D.8.3.6 Have access to and review all school level budget and financial information.

### **D.8.4 Procedures**

- D.8.4.1 The staff committee shall be elected annually in accordance with procedures established by staff.
- D.8.4.2 A Chairperson shall be elected by the committee.
- D.8.4.3 Regular meetings shall be held throughout the year, an agenda shall be published prior to the meeting and minutes of the proceedings shall be recorded and distributed.
- D.8.4.4 Decisions of the committee shall be made by a majority vote.
- D.8.4.5 A quorum of the staff committee shall be determined by the school teaching staff, and shall always include the Principal or designate, unless the Principal has failed to provide two (2) days' notice of unavailability.

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D.8.4.6 Recommendations of the staff committee shall be voted on by the teaching staff at a staff meeting.

#### **D.8.5 Implementation**

D.8.5.1 Decisions made by a majority vote of the school teaching staff shall be binding on all members of the school teaching staff.

D.8.5 The School Administration shall not unreasonably refuse to implement the recommendations of the school teaching staff. The School Administration may exercise its veto power at this point and will provide reasons for such veto to the school teaching staff at a staff meeting, such reasons to be appended to the minutes of the meeting. This administrative veto is not subject to grievance.

#### **D.8.6 Adult Educators' Staff Committee**

The composition of the Adult Educators' Staff Committee shall be pursuant to the current Letter of Understanding between the Maple Ridge Teachers' Association and the Board.

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### **MRTA/Board Agreement for Modified School Calendar**

AT KANAKA CREEK ELEMENTARY SCHOOL  
EFFECTIVE SEPTEMBER 1, 1998 TO AUGUST 31, 1999

Revised May 25, 1998

This letter serves as a letter of understanding, in addition to the collective agreement between the Board of School Trustees of School District #42 (Maple Ridge-Pitt Meadows) (herein referred to as "the Board") and the Maple Ridge Teachers' Association (herein referred to as "the Association"), for the period September 1, 1998 to August 31, 1999. The Board and the Association agree that, with regard to the implementation of the modified school calendar for Kanaka Creek Elementary School, the following shall serve as a Letter of Understanding.

#### Preamble

It is agreed that the operation of the modified school calendar at Kanaka Creek Elementary School, shall be covered by terms and conditions of the current Local and Transitional Collective Agreements.

It is recognized that no member of the Association shall suffer economic or other contractual disadvantage by virtue of the operation of the "alternate school year." Both parties to the Agreement believe that students and staff deserve the levels of support and service provided to other students, schools, and staffs.

The following will serve as specific amendments for the operation of Kanaka Creek Elementary School.

It is, therefore, agreed that, without prejudice to or precedent for either party's position on future contract issues, the following shall apply.

#### Pay

Teachers at Kanaka Creek shall be paid in accordance with Section B—Salary and Economic Benefits of Maple Ridge Teachers' Association Collective Agreement, but they will not receive pay in April or August.

#### Teachers on Call (TOCs)

School will contact TOCs as needed in July. Priority will be given to TOCs on the September to June call-out list, who agree to be available in July. Terms and conditions for TOCs will be in accordance with Article 6—Teacher on Call Hiring Practices, Article 10—TOC Working Conditions, and Article 11—TOC Pay.

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### Itinerant Services

There will be no reduction in any support services, including but not limited to school psychologists, visual and hearing impaired teachers, speech and language pathologists, occupational therapists and ESL helping teachers, to the school as a result of implementing an alternate schedule. Assignment to Kanaka Creek during the regular school year will continue during July. Itinerant staff will be paid 1/200th of the current annual salary for work in July. Priority will be given to itinerant staff regularly assigned to Kanaka Creek that indicate a desire to work in July. No itinerant staff will suffer any lay-off or reduction in time during the month of April as a result of declined student contacts at Kanaka Creek.

### Leave for AGM

Kanaka Creek staff who are elected delegates to the BCTF AGM will be released from teaching duties, without loss of pay, to attend the AGM should it occur when the school is in session.

### Request for Transfer from Present Staff

Should any of the current staff not wish to work on the modified calendar, they will apply for a transfer and fill a vacancy in the district in accordance with Section E, Article 2.6 of the collective agreement.

### Resource Centre Access

Resource Centre materials will be available to Kanaka Creek teachers during the month of July, in the same manner as materials are available to teachers in the regular work year.

### Assignments Deemed Continuous

Regardless of when staff are assigned to the schools, assignments will be deemed continuous even though interrupted by month-long breaks.

### Days in Session

The total days in session, or hours of work, for Kanaka Creek will not exceed those in the regular school year.

### MRTA Support

Should the services of the MRTA President or Vice-President be required during July, on behalf of a MRTA member of the Kanaka Creek staff, the MRTA will be given 1/200th of their annual salary.

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### Emerging Issues

A joint committee consisting of two MRTA members and two district staff will make recommendations to resolve issues that arise because of the uniqueness of the Kanaka Creek school calendar.

### Review

The MRTA will conduct a review of the modified calendar during the first term of the 1998-99 school year. The Board will compensate the MRTA at 1/200th of the annual salary for each day needed to conduct the review.

### Additional Support

Support from special education assistants, child care worker support, secretarial, and custodial, will continue throughout July at the same level as provided during the regular school year.

### Student Enrollment

Cross-boundary transfers into Kanaka Creek Elementary School will be allowed up to March 31 of the 1997-98 school year. After that date, new enrollments at the school will be limited to students who are new residents of the Kanaka Creek catchment area as it was defined for the 1997-98 school year.

### School Calendar

The school calendar for Kanaka Creek Elementary School shall provide:

- (a) the number of instructional days equivalent to those agreed to for schools operating with a traditional (September to June) school calendar;

the same number of non-instructional days, and the same number of administrative days, if any, and the same number of parent-teacher interview days, if any, as agreed to for schools operating with a traditional calendar.

Signed this 19th day of August, 1998.



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## **PROVINCIAL LETTERS OF UNDERSTANDING**

### **Letter of Understanding No. 3: Mid Contract Modifications**

**BETWEEN**

**THE BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)**

**AND**

**THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION (BCPSEA)**

**Re: Provincial Collective Agreement – Resolution of Disputes and Mid Contract Modifications**

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 non-enrolling/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 non-enrolling/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 provincial minimum ratio, then 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, 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,

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- A. 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.
- B. 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 individual leaves the position he/she can no longer be counted for purposes of meeting the ratio and the ratio must be met by counting only teachers within the bargaining unit.
- 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

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### **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

### **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.

### **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.

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### **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.

### **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.

### **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.

### **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.

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

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

### **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

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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 order to achieve the non-enrolling/ESL ratios and/or the primary class size maximums referred to in the Agreement.
- 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.

Date: June 4, 1999

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





**Maple Ridge Teachers' Association**  
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**Letter of Understanding No. 4: 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  
Don Munroe  
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

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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  
Kenneth Werker

Original signed by  
Kit Krieger

For BCTF For BCPSEA

**Letter of Understanding No. 5**

**Between**

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**Maple Ridge Teachers' Association**  
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**The B.C. Teachers' Federation (BCTF)**

**And**

**The B.C. Public School Employers' Association (BCPSEA)**

**Letter of Understanding No. 5: Provincial Collective Agreement (PCA) 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	Southeast 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	63.0
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/Thomp son	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	61.4	62	Sooke	21.5	91	Nechako Lakes	55.0

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	Westminster							
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	CSF	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.

Date: June 19, 2000

David Chudnovsky

Hugh Finlayson For BCTF

For BCPSEA

**Memorandum of Agreement: K – 3 Primary Class Size [P.C. Appendix B]**

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 17<sup>th</sup> 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 June 30, 2001.
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 September 30, 1998, 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

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defined in paragraph 8 below, to accomplish maximum class sizes, to be in effect by September 30, 1999, 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 September 30, 2000, 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 (July 1, 1998 to June 30, 1999) \$5 million  
Year 2 (July 1, 1999 to June 30, 2000) \$20 million  
Year 3 (July 1, 2000 to June 30, 2001) \$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

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and 5 above.

- a) 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 Memorandum of Agreement, subject to all of the provisions and expectations of this Agreement.
- b) By May 30, 1998, 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 BCTF.

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

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) By June 15, 1998, 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.

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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 2 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 21 days after the conclusion of the hearing.

- f) In the event that additional enrollment 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:

Ray Worley

Russ Pratt

Elsie McMurphy

Tony Penikett

Kit Krieger

Don Avison

On Behalf of the B.C.

On Behalf of Government

Teachers' Federation

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