

ARTICLE C.8: TEACHERS ON CALL

1. The Board shall maintain a list of persons who are qualified and who have agreed to be placed on the list of teachers on call for the school year. The Board shall forward a copy of such a list to the Association twice in each school year.
2. In appointing teachers on call, the Board shall, pursuant to Section 19 of the School Act, appoint teachers on call who possess a valid B.C. teaching certificate in preference to persons not possessing such a certificate.
3. The Board may appoint a person not on List A to an assignment in the event that no available person on the list possesses the necessary qualifications for the assignment.
4. A teacher may, for educational reasons, request a specific person on the list to act as a substitute, subject to the approval of the principal.
5. The Board shall provide an orientation inservice session for all teachers on call by October 15th of each year.
6. Under normal circumstances, a teacher on call will be engaged when the following teacher is absent:
 - a. a teacher who registers a class;
 - b. a resource teacher; and
 - c. teachers utilized to comply with Article D.6.
7. Where specific activities have been planned and teachers on call are available who are qualified and able to carry those functions out, the teacher and principal may agree to call in a teacher on call for librarians and learning assistance teachers who are absent.
8. The parties agree that teachers who formerly taught in School District No. 71 and have not been released for cause and are no longer employed shall, upon request, have their names added to the teacher on call list.
9. Where the Board expects a teacher to be absent for more than twenty (20) school days, the vacancy shall be filled by appointment to a temporary contract. When a teacher on call completes twenty (20) school days' continuous teaching on the same assignment and will continue in the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
10. A teacher on call assigned to a school for either a full day or a portion of a day shall be paid for the full period of the intended assignment.
11. In the event that a teacher on call's assignment is interrupted by the return of a teacher who is subsequently absent within one (1) working day, the teacher on call, if best suited for the assignment, shall be reassigned, subject to availability, and the assignment shall proceed as if it has not been broken for salary or other provisions which depend upon the length of assignment.
12. For the purposes of Article C.8.9, a teacher on call's service shall not be considered broken by a non-instructional day.
13. At the end of a school year, a teacher on call may request and be provided with a statement of the number of substitute teaching days worked in the school year.
14. Teachers on call shall not be subject to any of the provisions of this Agreement other than this Article and any other Article where so specifically stated.

The following articles shall also apply to teachers on call:

Definition of Terms

Article A.1 - Term of Agreement

Article A.2 - Recognition of the Union

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- Article A.3 - Membership Requirement
- Article A.6 - Grievance Procedure and Arbitration, as it pertains to those provisions which are applicable to teachers on call
- Article A.13 - Labour Disputes
- Article A.11 - Staff Representatives and Right to Representation
- *Article A.14 - Strikes/Lockouts/Work Slowdowns
- *Article A.15 - Access to Board Policy Manual/Board Personnel Policies
- *Article A.16 - Copy of Agreement
- *Article A.17 - Access to Information
- *Article A.18 - Staff Meetings
- *Article A.19 - Staff Committees
- *Article A.20 - Applicability of Legislation
- *Article A.21 - Access to Work Site
- *Article A.22 - Use of School Facilities
- *Article A.23 - Bulletin Boards
- *Article A.24 - Internal Mail
- *Article A.25 - Legislative Changes
- Article B.4 - Placement on Schedule
- Article B.5 - Experience
- Article B.7 - Changes in Certification or Re-Categorization
- *Article B.12 - No Cut Clause
- *Article B.13 - Kilometer allowance
- Article C.3 - School Act Appeals
- Article D.1 - Class Size
- Article D.6 - Hours of Work
- Article D.7 - Lunch Time Supervision
- *Article D.8 - Extra-Curricular Activities
- *Article D.9 - Student Medication
- Article D.10 - Health and Safety
- *Article E.1 - Non-Sexist Environment
- *Article E.2 - Harassment/Sexual Harassment
- Article E.5 - Qualifications
- *Article E.10 - Personnel Files
- *Article F.3 - School Accreditation

* These Articles had previously been included in Article 29 General Provisions.

15. Teachers, except teachers on call and those teachers whose assignment is that of permanent teacher on call, shall not be required to:
 - a. perform the tuition or instructional duties of a teacher who is absent; or
 - b. supervise the students of a teacher who is absent, except in emergency situations.
16. Under normal circumstances a teacher on call who is engaged for a full day will be requested to assume only the duties of the teacher that the teacher on call is replacing; however, in some instances the teacher on call may be requested to perform other reasonable duties.

SECTION D: WORKING CONDITIONS

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 at page 108.

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

NEW CLASS SIZES FOR 2000/2001 STAY IN EFFECT SUBJECT TO GOVERNMENT FUNDING, OR THEY REVERT TO THE PREVIOUS COLLECTIVE AGREEMENT.

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

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

ARTICLE D.1: CLASS SIZE

1. The Board and the Association agree to the following class size maximums.

2. Maximum class sizes for regularly scheduled classes shall be:

Kindergarten (half-day)	22 students
Primary (Grades 1-3)	24 students
Multi-grade Primary	22 students
Multi-grade Primary/Intermediate (Grades 3-4)	25 students
Intermediate (Grades 4-6)	29 students
Multi-grade Intermediate	27 students
Special (Resource Room)	12 students
Secondary (Grades 7-12)	30 students
Special (EMH/TMH)	10 students
Secondary English	28 students
Secondary Science	28 students
IE/Home Economics (Grades 8-12)	24 students
Maximum secondary load	210 students (flexibility of 10)

3. ~~Maximums shall be in force by October 15th of each year. The Board’s annual budget will be based on the class size maximums referred to in Article D.1.1.2 (not including the flexibility factor).~~

4. ~~The above maximums can be exceeded by no more than two (2) before assistance must be provided. Such assistance may include teacher aide time, additional teacher time, or additional preparation time. The form of this assistance to be provided will be determined after consultation with the teacher.~~

5. Classes may exceed maximums in the following circumstances:

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- a. band, choir, P.E., or other specialized classes where the teacher has so requested;
 - ~~b. the school staff agree to exceed the limits for educationally sound reasons;~~
 - ~~c. where due to external budgetary or legislative constraints beyond the Board's control the Board is unable to maintain the class size maximums.~~
6. Kindergarten (1/2 day) classes shall not exceed a maximum of 23.
7. Laboratory or Shop Sizes
- The number of students in secondary school laboratories or shops when used for their intended purpose shall not exceed the number of students which can be accommodated safely.
8. Counselling, library, and learning assistance resources will not be eroded to maintain class size.
- ~~9. Class size disputes shall be processed on an expedited basis.~~
10. Teacher/librarians shall be assigned to no more than two (2) schools. Whenever practicable, elementary music teachers shall be assigned to a single school. It is recognized that assignments may include a non-music teaching component.

ARTICLE D.2: 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, as follows:

Teacher Librarians: 1:1,978.6

Counsellors: 1:463

Learning Assistance Teachers: 1:544

Special Education Resource Teachers: 1:333

Support for ESL Students: 1:63

ii. 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.

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

iii. Counsellors

Effective July 1, 1998, counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to four hundred and sixty-three (463) students.

iv. 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 1:544.

Effective July 1, 2000, learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students.

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 three hundred thirty-three (333) students.

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 fifty-eight (58) identified students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530 and as shown in Appendix A attached.

5. 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

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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 non-enrolling/ESL staffing ratios and the reasons for that potential non-compliance.
- iii. In the event that the District concludes it is not able to achieve the required 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 order to achieve the non-enrolling/ ratios 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. 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, 1999 Letter of Understanding #4, page 106, for list of agreed-to arbitrators.]

- 6. 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.
- 7. 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.3: MAINSTREAMING

1. **Definition**

Special needs students are as defined in the Ministry of Education Special Programs Manual of Policies,

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Procedures, and Guidelines in the following categories:

Program 1.18: - moderately mentally handicapped (3.20)

- severely handicapped (3.21)
- blind (3.23)
- deaf (3.24)
- autistic (3.25)

Program 1.19: - dependent handicapped (3.19)

Special needs students also include students with severe behaviour disorders and severe communications impairments.

2. Identification

- a. At the request of the administrative officer, teacher, or parent/guardian, a student shall be referred to the school- based team.

For the purposes of this Article, “school-based team” shall include:

- i. classroom teacher and/or potential receiving teacher;
- ii. an administrative officer;
- iii. school or district professional personnel;
- iv. other appropriate personnel

Where applicable, the parent(s) and/or student may augment the school-based team.

- b. The school-based team shall determine:

- i. whether in-school assessment is required and sufficient;
- ii. whether referral to Special Education Services is required; and
- iii. whether placement or placement options and resources are appropriate.

- c. By September 25th the Board shall advise the Association in writing of the classes by school which include students designated as per Article D.3.1. Information on any additions and deletions shall be forwarded as soon as it becomes available to the district.

3. Placement

- a. The initial mainstreaming of a special needs student shall involve prior consultation between relevant district staff, parents/guardians, teachers, and administrative officers who may be affected by such placement. The placement of a special needs student shall be determined by the student’s

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educational, social, and medical needs.

- b. Class size and class composition shall be given major consideration in consultation with teachers affected when a classroom placement is to be determined for a student with special needs. Classes which include special needs students as per Article D.3.1 will be kept under the class size maximum.
- c. A maximum of two (2) special needs students may be integrated into a single elementary school class. A maximum of two (2) students classified under Programs 1.18 and 1.19 may be integrated into a single junior school class.
- d. Where possible, prior to the inclusion of a special needs student in a regular classroom, the requirements for ongoing support shall have been identified by the school-based team and appropriate district Special Education Services personnel in consultation with the regular classroom teacher. It shall be the responsibility of the school district to ensure the necessary resources are available whenever possible, prior to placement. These requirements may include aide support, Individual Educational Plan development, the assignment of a case manager, facilities modification, and in-service.
- e. Additional aide time may be required to facilitate consultation between the teacher and teacher aide regarding special needs students' programs.

4. Resources

- a. The district shall annually provide appropriate workshops for teachers on call who are interested in teaching classes which include special needs students.
- b. Trained teacher aides shall be provided for assisting special needs students during toileting and changing for physical education, participating in special events and for social integration during lunch and recess, and during all class/instructional time.
- c. The district resource teacher or school-based resource teacher shall have primary responsibility for development of the Individual Educational Plan in consultation with the classroom teacher.
- d. The district shall provide inservice on an ongoing basis to school and district professional staff on:
 - i. the functioning of the school-based team; and
 - ii. the responsibilities of the school-based team.
- e. In-service
 - i. Consultation for special needs student placement may include the development of a plan for in-service for the classroom teacher.
 - ii. Teachers enrolling students with identified special needs pursuant to D.3.1 and D.3.2 above shall receive appropriate formal and/or informal in-service training in order to assist them with the educational programming of these students. Release time for classroom teachers requiring specialized training as determined by district Special Education Services will be provided during regular school hours.
 - iii. Whenever practical, appropriate in-service shall be arranged prior to the initial placement

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of the student with exceptional educational needs, followed by appropriate ongoing in-service.

- f. Procedures
 - i. Teachers shall not be called on to administer medication on a regular or predictable basis. The Board shall establish a system for the administration of medication or medical procedures.
 - ii. Clear administrative procedures shall be established for the carrying out of fire and earthquake drills that expedite the education and care of handicapped children.

ARTICLE D.11: HOME EDUCATION

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

ARTICLE E.3: TEACHER ASSIGNMENTS AND REASSIGNMENTS

1. General
 - a. Teacher assignments, reassignments, and appointments will be carried out in accordance with the School Act.
 - b. The Superintendent or designate, in conjunction with the principal of a school where vacancies exist, shall assess the educational needs of the school and specify the qualifications required to fill the vacancy.
 - c.
 - i. Principals shall consult with their staffs prior to April 5th annually before determining staffing needs and deployment for the following school year, prior to submitting recommendations to the Superintendent.
 - ii. Qualifications, **distribution of workload**, and personal preferences of the teacher shall be taken into consideration before assigning a teacher.
 - iii. Teacher assignments shall not be used for disciplinary purposes.
 - iv. Upon request of a teacher, the principal (or Superintendent's designate in the case of associated professionals) shall meet with the teacher to discuss proposed changes to the teacher's assignment.
 - d. **The Board shall provide sufficient support staff, within the limits of available resources, to meet the needs of all students in elementary and secondary schools.**
 - e. A teacher who seeks a change in teaching time shall advise the Superintendent and the current principal, in writing, prior to March 15th.
 - f. Teachers who have part-time continuing appointments who seek an increase in teaching time shall advise the Superintendent and the principal in writing prior to March 15th.
2. Board-Initiated Transfers (Reassignments)
 - a. Transfers will not be made as a punitive measure except as provided for in Article E.2.
 - b. Teacher assignments and reassignments by the Board shall be made in the following order:

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<p>i.</p> <p>ii.</p> <p>iii.</p> <p>iv.</p> <p>c.</p> <p>i.</p> <p>ii.</p> <p>iii.</p> <p>d.</p> <p>i.</p> <p>ii.</p> <p>iii.</p> <p>iv.</p>	<p>firstly, those assignments and reassignments as determined by the Superintendent and approved by the Board;</p> <p>secondly, teachers returning from secondment, DND postings, exchanges, and long term leaves of absence.</p> <p>thirdly, teachers on the re-engagement list in order of seniority, provided that the teacher is suitable for the position as defined in Article C.5.4.</p> <p>Efforts will be made to meet teachers’ personal preferences for transfers pursuant to Article E.3.2.2(b); however, it is understood that decisions made pursuant to Articles E.3.2.2(a) and (b) shall take into account educational, budgetary, and administrative considerations, including the needs of the school(s) concerned.</p> <p>Prior to initiating a transfer of a teacher, the Superintendent or designate shall:</p> <p>discuss the transfer with the teacher;</p> <p>give consideration to the teacher’s professional and personal goals and place of residence, and wherever possible obtain the teacher’s agreement to the transfer; and</p> <p>arrange upon request a meeting of the Superintendent, the two principals involved, the teacher and the teacher’s chosen representative.</p> <p>When the decision to transfer a teacher has been made:</p> <p>The transferred teacher and the president of the Association shall be notified, in writing, of the decision and the reasons for it within three (3) days of Board approval.</p> <p>If a transfer is necessary after the beginning of the school year, the transferred teacher may require time free of instruction for classroom planning and school orientation. After consultation with the Superintendent, the transferred teacher may be granted up to five (5) days free of instruction for this purpose.</p> <p>The Board will transfer a teacher to a position for which the teacher is qualified, except in the most unusual circumstances.</p> <p>When the Board assigns a teacher to a significantly different grade level or subject area, the Board and the teacher shall jointly determine, and the Board shall provide the necessary financial and district staff resources, to ensure adequate professional retraining.</p>
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