

**RESTORED LANGUAGE                      MARCH 2017**

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## **ARTICLE 43: ASSIGNMENT IN SCHOOL**

- 43.1 The following provisions shall apply to changes in assignment(s) including changes made during the year-end staffing process.
- 43.2 Alterations in a teacher's assignment shall be made only within the teacher's teaching position and in accordance with the teacher's appointment.
- 43.3 Alterations of assignment within a teaching position are not posted.
- 43.4 Assignment within a school shall take into consideration academic and technical qualifications, training, experience, equitable distribution of work load, number of student contacts, number of teaching locations, number of preparations, personal preference of the teacher and the educational and time tabling needs of the school.
- 43.5 Notwithstanding Clause 43.2, where declining grade and/or course enrollments necessitate assignment changes that would result in a reduction of a teacher's appointment, the teacher shall be offered any additional available assignments in the school, provided the teacher has the necessary qualifications. Such changes in assignment need not be posted.
- 43.6 A staff meeting shall be held prior to June 15 for the purpose of discussing the proposed timetable, staff assignments for the next school year and the teaching positions required in the school.

## **ARTICLE 82: CLASS SIZE [P.C.A - D.2]**

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

The parties are committed to primary class size maximums as defined in 82.1 through 82.4 below.

82.1 All current class size and composition provisions in the Previous Collective Agreement shall continue to apply, with the exceptions as noted in 82.2(a) through 82.2(d) below.

82.2 (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

(b) Except as provided in 82.9(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 82.2(a) through 82.4.

82.3 Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.

82.4 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.

82.5 Any provisions found in the Previous Collective Agreement, which would allow class size numbers to exceed those found in 82.2(a) through 82.4 above, shall not apply.

82.6 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 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 82.7(c) below.

82.7 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 82.7(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).

82.8 In the event that additional enrollment after September 30 makes it impossible to comply with the maximums set out in 82.2(a) through 82.4 above, within the resources made available, then in those circumstances only, the provisions of the Previous Collective Agreement shall apply

82.9 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; 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 82.2.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 82.9 (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 82.9(b) above, either party may refer the matter to expedited arbitration pursuant to 82.7(c) above.
- (g) The arbitrator in 82.9(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.

82.10 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**

82.11 The Board shall maintain class sizes according to the following guidelines:

Kindergarten	20 students
Kindergarten grade 1 split	15 students

Primary (including grade 1)	24 students
Primary (excluding grade 1)	26 students
Primary split classes (1,2,3,4)	25 students
Intermediate	30 students
Intermediate split classes (4,5,6,7)	28 students
Special (Resource Room, ESL)	15 students
Secondary	30 students
Science & Home Economics	26 students
Industrial Education	23 students
Special (EMH/TMH)	10 students
Multi-grade split	23 students

82.12 Effective January 1, 1994 the placement of students on an ESL teacher's list shall not exceed thirty (30) students.

For the purpose of Article 82.12, the following shall apply:

- (i) a beginning ESL student shall count as 2.0 students
- (ii) an intermediate ESL student shall count as 1.0 students
- (iii) an advanced ESL student shall count as .5 student

82.13 No teacher will be required to exceed the above class size guidelines by more than:

- (a) two (2) pupils in Grades K-3
- (b) three (3) pupils in Grades 4-12 Except for the following:
  - (i) Band, Choir, P.E. or other specialized classes, where the teacher has so requested;
  - (ii) additional staffing, preparation or release time has been provided with the agreement of the teacher. Such agreement shall not unreasonably be withheld;
  - (iii) the teacher, school staff and administration agree to exceed the limits for educationally sound reasons;
  - (iv) changes in government funding which cause maintenance of class size guidelines to be beyond the Board's control.

82.14 Notwithstanding the above, (but subject only to Clause 82.13 iii) the number of students in a laboratory or shop shall not exceed the number of which can be accommodated safely, and in any event I.E. Shop classes shall not exceed twenty-four (24) students.

82.15 In emergency situations a principal may assign a student to a classroom on an interim basis for a maximum of two (2) weeks where, in the opinion of the principal, no other

immediate practical alternative exists. Wherever possible, teachers shall be given one (1) day's notice of any emergency placement.

82.16 Maximum limits shall be in force by September 30 each year.

82.17 Special classes shall not exceed the above guidelines.

82.18 The placement of students on a resource teacher's list shall not exceed fifteen (15) students. Should the Board create a combination resource teacher/other teaching assignment and the teacher is not satisfied, the teacher may follow the resolution procedures pursuant to ARTICLE 85: RESOLUTION PROCEDURES FOR CLASS SIZE COMPLAINTS AND DISPUTES.

Prior to the matter being referred to a referee the parties shall meet forthwith to attempt to agree on the appropriateness of the assignment.

82.19 In allocating staff to school, the Board will plan a budget in accordance with Clauses 82.11 and 82.22. The Union shall be consulted in the planning process.

82.20 By September 30 each year, each school will seek solutions at the school level in an effort to balance classes in accordance with Clause 82.11.

82.21 Following the commencement of the school year (first day of school in September) cross boundary transfers will not be accepted if they result in class sizes beyond the class sizes specified in 82.1.

82.22 In addition to the class size limitations contained in Clauses 82.11 to 82.19, the District class size averages shall not exceed 25 pupils for elementary schools and 26 in secondary schools.

The District average class sizes shall be calculated according to Ministry of Education guidelines established for the calculation of average class sizes.

**ARTICLE 83: STAFFING FORMULA NON-ENROLLING/ENGLISH AS  
A SECOND LANGUAGE TEACHERS [P.C.A - D.1]**

83.1 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

83.2 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.

83.3 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:	1:1,451.8
Counsellors:	1:598
Learning Assistance Teachers:	1:787
Special Education Resource Teachers:	1:321
Support for ESL Students:	1:34.8

(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 921:1

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 five hundred and ninety eight (598) 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 619:1.

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 and twenty one (321) students.

83.4 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 33.4 students. Staffing ratios shall not decrease below the number reflected in the 1997/98 Ministry form 1530.

83.5 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 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 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.
- 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. 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 Formula Implementation Plan detailing the actual staffing formula for the categories identified in paragraphs 3 and 4 above.

83.6 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.

83.7 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.

#### 83.8 Local Staffing Formula

- a) Minimum staffing for libraries and learning assistance centres shall be according to Langley School District Policy.
- (b) It is recognized that in circumstances of educational need which can be substantiated by the school, extra learning assistance allocations may be assigned by the Employer.
- (c) Langley School District policy as it relates to staffing for libraries and learning assistance shall not be changed during the term of the Agreement without the agreement of the Local.

## **ARTICLE 84: MAINSTREAMING AND INTEGRATION**

### **84.1 Identification**

- (a) At the request of the Administrative Officer, teacher or parent/guardian, a student shall be referred to the school based team.
- (b) The school based team shall determine:
  - (i) whether in-school assessment is required and sufficient
  - (ii) whether referral to Support Services is required
  - (iii) whether placement and resources are appropriate

### **84.2 Mainstreaming and Integration**

The consideration of integrating a special needs student shall involve consultation between District Staff, Parents/Guardians, Teachers, and Administrative Officers who may be affected by such integration, prior to integrating the student into the class or classes. The placement of a special needs student shall be determined by the student's educational needs.

### **84.3 Resources**

- (a) The extent of human resources necessary to meet the needs of the child to be integrated shall be assessed by the District Screening Committee.
- (b) It shall be the responsibility of the School District to ensure the necessary resources are available whenever possible, prior to placement.

### **84.4 Class Size and Composition**

- (a) 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.
- (b) A teacher of any regular classroom shall not be required to enroll more than three (3) special needs students. Up to one (1) special needs student with severe behavioural disorder(s), as defined by Ministry of Education guidelines, may be among the three aforementioned special needs students.
- (c) Classes shall be smaller than the size stated in Clause 82.11 when they include students with learning disabilities or emotional disorders.

- (d) The particular program for the integrated child shall be established by the teacher(s) concerned and District Staff in consultation with the parents/guardians.
- (e) The classroom teacher shall have the right to a review of a decision of the District Screening Committee by requesting a meeting with the District Integration Committee. The Committee shall convene a meeting within seven (7) days in order to investigate the situation and make a decision regarding the areas in dispute.

#### 84.5 In-Service/Professional Development

- (a) Consideration for release time from the instructional day, as determined by the School Based Team, will be given to teachers to determine the needs of students, to receive extra training, to consult with other staff and/or resource persons and to evaluate program effectiveness on an on-going basis.
- (b) Whenever possible, time for appropriate professional development shall be arranged prior to placement of a student with exceptional educational requirements.
- (c) 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 of 1/200 of salary for each day of training and shall be reimbursed for expenses incurred.

### **ARTICLE 85: RESOLUTION PROCEDURES FOR CLASS SIZE COMPLAINTS AND DISPUTES**

85.1 Any difference arising as to the interpretation, application, operation or alleged violation of ARTICLE 82: CLASS SIZE; ARTICLE 83: STAFFING FORMULA; ARTICLE 84: MAINSTREAMING AND INTEGRATION; and ARTICLE 85: RESOLUTION PROCEDURES FOR CLASS SIZE COMPLAINTS AND DISPUTES shall be finally and conclusively resolved, without recourse to ARTICLE 6: GRIEVANCE PROCEDURE, in the following manner:

#### Step 1

A teacher affected shall first discuss the alleged violation with the school principal and submit a written complaint to the principal with a copy to the Union within five (5) teaching days of the occurrence of the alleged violation and shall attempt to resolve the matter. Following the discussion the principal may consult with the staff and/or the school staff committee to resolve the complaint. The principal shall provide a written response to the teacher within ten (10) teaching days of the initial discussion in the matter.

#### Step 2

If the matter is not resolved to the satisfaction of the teacher at Step 1, the teacher may, within a further five (5) teaching days of having received the principal's written response, refer the matter to a Joint Class Size Committee consisting of three (3) representatives of the Board and three (3) representatives of the Union.

### Step 3

If the matter is not resolved within ten (10) teaching days of the referral to the Joint Class Size Committee, then the matter may be referred by the Union to a referee who shall:

- (i) investigate the difference;
- (ii) define the issue in the difference;
- (iii) make a written decision to resolve the difference within fifteen (15) teaching days of receipt of the referral.

85.2 In making any written decision to resolve the difference, a referee shall consider, subject to the Collective Agreement, the financial, operational and managerial impact of the following:

- (i) reorganization of classes in the school;
- (ii) placement of students;
- (iii) relocation of students within the district;
- (iv) additional facilities;
- (v) additional assistance and resources;
- (vi) additional preparation time for the teacher(s) affected;
- (vii) any other factor relevant to the circumstances.

85.3 The process respecting the resolution of all disputes arising under ARTICLE 82: CLASS SIZE; ARTICLE 83: STAFFING FORMULA; ARTICLE 84: MAINSTREAMING AND INTEGRATION; and ARTICLE 85: RESOLUTION PROCEDURES FOR CLASS SIZE COMPLAINTS AND DISPUTES including whether or not a matter is arbitrable under ARTICLE 85, shall be conducted by a referee referred to in this Article, informally, expeditiously and in accordance with the principles of natural justice and a fair hearing. Where an issue arises regarding arbitrability, before the referee makes a written decision to resolve the difference under Step 3 of this Article, the referee will first decide the matter of arbitrability as a separate issue.

85.4 In furtherance to the principles acknowledged in Clause 85.3 above, the parties shall attempt to work out both an agreed statement of facts and a procedure of presentation, prior to the hearing of a dispute before a referee under this Article.

85.5 Failing agreement between the parties with respect to the procedure of presentation to be followed before a referee under this Article, the referee shall render a final and binding determination on any dispute respecting the procedure for presentation to be followed before that referee.

85.6 The decision of a referee shall not alter, modify or amend any part of this Agreement in any respect.

85.7 The Board and the Union shall maintain a list of five (5) referees agreeable to both parties. The referees will be listed in alphabetical order and appointed on a rotational basis. If a referee is unable to meet the time limits of Article 85 then the next alphabetically listed referee shall be called upon.

- 85.8 The cost of the referee shall be borne equally by both parties.
- 85.9 Unless otherwise specifically agreed by the parties, any correspondence or discussion concerning a class size complaint which occurs during the resolution procedure, shall be without prejudice and shall not be considered by a referee in respect of a class size complaint.
- 85.10 Unless otherwise specifically agreed by the parties, if a teacher does not initiate a class size complaint or advance a complaint to the next stage within the prescribed time limits, it shall be deemed to have been abandoned and all rights of recourse to a referee shall terminate.
- 85.11 Subject to mutual consent, the time factors may be extended beyond the limitations stated in this article.

## **ARTICLE 86: HOME EDUCATION**

- 86.1 Pursuant to the School Act and Regulation a home-schooled student is a child who is:
- (a) educated at home or elsewhere by a parent who has registered the child in a school of the parent's choice over which the Board has jurisdiction; and
  - (b) provided access to a school's educational services in accordance with the Regulation.
- 86.2 A teacher assigned responsibility for any educational services to home-schooled students shall be given adequate time to provide such services within the weekly instructional assignment.
- 86.3 A home-schooled pupil assigned to a teacher's class shall be counted as part of the enrollment for that class pursuant to ARTICLE 82: CLASS SIZE.

### **(P.C.A - APPENDIX B) MEMORANDUM OF AGREEMENT :**

#### **K – 3 PRIMARY CLASS SIZE**

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 125
  - Grade 2As per Previous Collective Agreement
  - Grade 3As per Previous Collective Agreement
- (b) In Year 2 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, 1999, as follows:
  - Kindergarten20
  - Grade 123
  - Grade 223
  - Grade 323
- (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:
  - Kindergarten20
  - Grade 122
  - Grade 222
  - Grade 322
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 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 utilized 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.

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 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.

- (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

Elsie McMurphy

Kit Krieger

On Behalf of the B.C.  
Teachers' Federation

Russ Pratt

Tony Penikett

Don Avison

On Behalf of Government

**LOCAL LETTER OF UNDERSTANDING: SETTLEMENT OF**

**ARTICLE 82: MAINSTREAMING AND INTEGRATION**

**BETWEEN**

**THE BOARD OF SCHOOL TRUSTEES**

**OF SCHOOL DISTRICT #35 (LANGLEY)**

**AND**

**THE LANGLEY TEACHERS' ASSOCIATION**

**RE: Settlement of Article 84: Mainstreaming and Integration**

1. Definition of "special needs" students

"Special needs" students referred to in Article 84 shall be those categories of student described in the current Ministry of Education Guidelines. In the event that any additional categories result from the reissuing or amending of Ministry Guidelines, they will be included in the definition of special needs.

The above definition shall apply wherever the term "special needs" appears under Article 84.

2. Resources for students who are not special needs students in accordance with the definition in paragraph 1. above

- (a) Where a student is referred to the school-based team under clause 84.1, the school-based team shall, where applicable, make the determinations described in Clause 84.1(b)(i-iii) inclusive.
- (b) The school-based team shall also determine the resources, if any, required for the student.
- (c) The School Board shall provide the resources determined by the school-based team under paragraph 2(b) unless it is not possible for the Board to do so.

3. School-Based Team

- (a) The school-based team shall normally include the school administrative officer, the school learning assistance teacher, a classroom teacher, a school counsellor, a resource teacher and where appropriate District support personnel.

- (b) Where possible, the school-based team shall meet within the (10) working days of a referral for purposes of paragraph 2 above. Schools will attempt to schedule these meetings on a variety of days in the week to ensure that teachers-on-call are available. In the event that such a meeting cannot be scheduled within ten (10) working days the principal shall, in consultation with the school-based team, provide temporary assistance until such time as the school-based team is able to meet.
- (c) In order to provide school-based teams the release time to meet for the purposes of paragraph 2 above, the Board shall establish a District fund equivalent to the cost of 2 F.T.E. teachers-on-call for the equivalent of one day per month for each school. A school-based team shall access this fund to cover the cost of release time. It is recognized that a school-based team may determine that more or less release time per month is necessary. The Board and the Union will form a committee of two (2) representatives each to develop procedures for accessing and administering the fund.
- (d) Students referred by the school-based team to Support Services for the purpose of identification pursuant to paragraph 1 shall be assessed within one (1) month of the referral, unless the District support staff require additional time to access other resources in order to complete the assessment.

Original signed by:

Dave McMurray

for the Board  
School District #35 (Langley)

Original signed by:

Diane Gorton

for the Union

June 22, 1994

Date

# LOCAL LETTER OF UNDERSTANDING

(CLASS SIZE)

BETWEEN  
THE BOARD OF SCHOOL TRUSTEES  
SCHOOL DISTRICT NO. 35 (LANGLEY)

AND  
THE LANGLEY TEACHERS' ASSOCIATION

The parties agree to the following interpretations of Article 82 of the collective agreement as a final and binding settlement of the Class Size grievance and interpretive issues arising out of Catherine Bruce's arbitration award:

## A. CLASS SIZE

1. The Board may only use the flexibility factor after September 30 of each school year. After September 30, should the Board have to exceed the limits of Article 82.1, it must justify the use of the flex factor in 82.3 in each disputed case.
2. In accordance with Article 82.10, schools must, by September 30, seek local solutions "in an effort to balance classes in accordance with clause 82.1". "The Board may only rely upon A.82.2 (clause 82.3) to increase class sizes as a secondary means of balancing school priorities, available funds, and class size limitations, and, further, the Board must satisfy the referee that it was justified in exceeding the guidelines in A.82.1 in any disputed instance having regard to the factors outlined in A.85."
3. For the 1993/94 school year only, the Board shall not use the exception of clause 82.3 (iv) to exceed limits under clause 82.1.

## B. SERVICE TO ESL STUDENTS

1. Without prejudice to the parties' respective positions in the arbitration, the matter of how to provide adequate service to students with minimal level of English competency (Beginner level of ESL) will be considered by the joint committee established under the Letter of Understanding re: Placement of Students on ESL Teacher's List. If the committee cannot agree on recommendations, the following question shall be referred to Catherine Bruce:  
"Is a student with a minimal level of English competency (Beginner level of ESL student) considered to be a special needs students for the purposes of Article 84?"
2. It is further agreed that the following question shall be referred to Catherine Bruce:  
"Are modified classes included within the provision 'special (Resource Room, ESL) 15 students'?"

Original signed by:

Paul Makotoff  
Board of School Trustees of  
School District #35 (Langley)

October 18, 1993  
1993  
Date

Original signed by:

Diane Gorton  
The Langley Teachers' Association

October 18,  
Date

**Addendum C to  
Letter of Understanding No. 1  
Appendix 1 and 2**

**Professional Development and Teacher Assistants**

For the purpose of section 7 of part 3 PELRA THE PARTIES AGREE AS FOLLOWS:

Teacher Assistants

Teacher Assistants language shall, for all purposes, remain as a local matter pursuant to the Letter of understanding signed between the parties as at May 31, 1995 save and except that language which concerns the use of teacher assistants as alternatives for the reduction of class size and/or the pupil/teacher ratio shall be designated as a provincial matter.

Professional Development

Language concerning the date that funds for professional development are to be made available in a district, reference to a "fund" for professional development purposes and the continued entitlement of an individual teacher to professional development funds and/or teacher-on-call time following a transfer shall be designated as local matters.

Original signed by:

Original signed by:

For BCTF:

For BCPSEA:

"R. Worley"

"K. Halliday"

April 23, 1997  
Date

**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)

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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 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,
    - 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

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~~

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**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.

**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.

#### 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 30<sup>th</sup>, 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 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.

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	Stephen Kelleher
Barbara Bluman	Judith Korbin
Jim Dorsey	Vince Ready
Marguerite Jackson	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  
Original signed by  
Kenneth Werker  
Dated June 22, 1999

For BCTF  
Original signed by  
Kit Krieger

## 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.