

## **Additional FAQ on the March 3, 2017 Agreement-in-Committee**

### **1) How does the AIC address teacher shortages, and issues of recruitment and retention?**

That is being examined. The Federation is prepared to work with BCPSEA to develop an MCM to address teacher shortages. The BCTF Executive Committee recently carried the following motion:

*“That, upon ratification of the LOU#17 final agreement, the Federation approach BCPSEA and government to formally seek:*

- 1. a mid-contract-modification to LOU#5 (Teacher Supply and Demand Initiatives) to increase its scope and monetary amount.*
- 2. other recruitment and retention mechanisms including, but not limited to: student loan forgiveness programs, housing allowances, provision of housing, greater flexibility in mid-year personal leaves, improved access to travel for medical purposes, increased professional development funds, teacher classroom resource funds, increased access to education leave, and other options.”*

### **2) Why don't all locals have class composition language? Why don't all locals have class size language from grades 4–12?**

There is class composition language in about 40 of the 60 collective agreements. Different locals achieved different collective agreement provisions during the three rounds of local bargaining between 1988–93. We'll be able to seek improvements for all locals in 2019 in this area.

Similarly, some locals only have the primary class size language that was negotiated in 1998. These locals don't have any class size language for grades 4 through 12. We'll be able to seek improvements for all locals in 2019 in this area.

### **3) What is “district-based process and ancillary language”?**

Most collective agreements have some school-based process and ancillary language. That includes such things as School Based Teams and Staff Committees. That's what process and ancillary language usually means.

For about 10 of the 60 collective agreements, there was some district level process and ancillary language. More time is being given to the local parties to implement that language, so that they have the opportunity to discuss any changes that they might mutually agree to. If they cannot mutually agree to a change, the language will be implemented as-is by January 31, 2018 at the very latest.

**4) Does the Learning Improvement Fund (LIF)/Education Fund (EF) continue?**

The LIF is still in legislation. It will be up to the government whether to continue LIF into the coming school year(s). The EF will remain in place for the remainder of the 2016–17 school year, following which the EF provisions will end.

**5) Is the agreement fully-funded?**

It is up to the government to fully fund the agreement. Lack of funding is not an excuse districts can use for non-compliance. The LOU#17 discussions did not involve negotiating a pot of money, or a total FTE of teachers. The language being restored will drive staffing and school organizations in the 60 school districts, and then it will be the responsibility of the province to ensure the necessary funding is there.

**6) What non-enrolling ratios should we use?**

Minimums are set out in paragraph 7 of the AIC. Any local superior provisions will be in force and effect. As well, any additional ratios that you might have, will also be in force and effect.

**7) How are school districts going to staff non-enrolling teachers based on the AIC? School by school, or district-wide?**

The ratios are calculated district-wide, unless there is local language stating otherwise.

**8) What special needs designation terminology will we use?**

There are about 40 locals that have collective agreement language that reference special needs designations in some form. These were negotiated between 1988–93, and were tied to however the Ministry of Education defined those categories at the time. The Ministry's definitions have shifted since then. However, for the purposes of implementation, the employer has agreed to implement the designations as they were understood pre-2002. There will be changes coming up in the future based on the new diagnostic definitions (DSM-V), so the provincial parties will have to continue to discuss this anyway. If a decision cannot be mutually reached, the matter will be referred to Arbitrator John Hall before the next round of bargaining.

**9) When can locals grieve class size and class composition challenges to restored local language as set out in AIC?**

There is a dispute resolution process in the agreement. The grievance process is still involved. If a local believes there is a violation once language is activated, the local should use the dispute resolution process and eventually file a grievance if the issue is not resolved. Training and support to locals on this will be made available before the commencement of the school year.

**10) What kinds of remedies are available to teachers in the event of a violation of class size and class composition?**

After school districts make best efforts to comply with the restored language, teachers may choose from the following remedies set out in 24.C. of the AIC:

- i. Additional preparation time for the affected teacher
- ii. Additional non-enrolling staffing added to the school specifically to work with the affected teacher's class
- iii. Additional enrolling staffing to co-teach with the affected teacher
- iv. Other remedies that the local parties agree would be appropriate

The decision will rest with the teacher, not the administrator. The local parties will work out processes for other remedies.

**11) What are some examples of the remedy calculation?**

An example of the remedy calculation include:

Full-time intermediate teacher with one student over the class size limit, and one special needs student above the composition limit.

$$(180 \times 1.0 \times (1+1) = 360 \text{ minutes/month})$$

Models for secondary teacher calculations are being developed to account for linear, semestered, and other situations specific to secondary schools.

**12) How will remedies affect support staff in schools?**

The terms of the AIC apply exclusively to teachers; however, there will be more classes and classrooms open. The LIF has already provided funds for any additional classroom support staff.

**13) Do local flex factors still apply?**

If it is part of your restored language, yes, after "best efforts" have been exhausted. All local language is different and may include a flex factor. Speak to your Field Service Division staff person about implications for implementation of your local language related to flex factor.

**14) What are "best efforts"?**

School districts should not be jumping immediately to non-compliance. The onus on them is to make best efforts to comply with the language. Best efforts is a higher threshold than "reasonable efforts." The district may not refer to lack of funds for not implementing class size and class composition provisions. This will mainly come up when there are issues with space. If it appears to the local that best efforts have not been made, the dispute resolution set out in paragraph 25 will apply.

**15) How does the AIC affect Distance Learning (DL)?**

The AIC does not specifically address DL working conditions. Locals must look to existing local provisions to see if DL is captured.

**16) What reasons could a district use to resist compliance with the AIC? Where did the non-compliance list come from?**

The list was signed off by both parties in 2001. Some additions were made to the AIC to address teacher recruitment challenges.

**17) When will we receive schedules A and B?**

BCTF and BCPSEA continue to meet to develop the schedules. Schedule A will be a clean copy of the restored language, including superior provisions. Schedule B will be a list of all local compliance and remedy provisions that will be replaced by paragraph 24 (Remedies) of the AIC.

**18) What happens if the AIC is not ratified?**

LOU #17 requires the provincial parties to reach agreement on implementation of the restored language and/or changes. Until a final agreement is reached, the Education Fund remains in place and the restored language remains unimplemented. The BCTF EC has unanimously recommended ratification of the agreement to the membership.