

Class Size and Teacher Workload Updated June 25, 2014

The BCTF currently has two proposals on the table with respect to teacher workload (class size, class composition, and staffing ratios):

- Proposal “No. 1”: The BCTF original proposal tabled in this round of bargaining, including formulae similar to the 2002 collective agreement language, which would be strengthened over four years with an end cost of \$1.67 billion per year; AND
- Proposal “No. 2”: This proposal has two components. The first component is a proposal to establish two funds totalling \$450 million per year — a fund of \$225 million per year to resolve all outstanding grievances, which would be applied to increase elements of teacher compensation other than wages; and an additional Workload Fund of another \$225 million per year for class size, class composition, and staffing ratios for the sole purpose of hiring new teachers. If the BCTF loses in the courts, both funds would continue.

The additional component of the BCTF proposal would see the full restoration of the 2002 collective agreement language if the BCTF wins in the courts. Given the considerable changes that have occurred in school and classroom organization since 2002, this language is significantly out of date and would require extensive modernization (e.g., to align with current educational policy, revised special needs designations, etc.).

As outlined in our *For the Record* [No. 2014-02](#) dated March 6, 2014, BCPSEA cannot support the re-introduction of 1980s-based language in the collective agreement. The BCTF has proposed formulae to calculate class size, class composition, and numbers of non-enrolling teachers that are not flexible and do not permit decisions by teachers and principals at the school level. If these new formulae were introduced, the union’s proposal would have an annual cost of approximately \$1.67 billion by the end of year 5.

BCTF Proposal “No. 1”	Per Year Cost by Year 5
Class size and composition (cost of additional teachers arising from class size and composition limits and ratios)	\$1.24 B
Cost of additional non-enrolling teachers	\$300.5 M
Impact of the BCTF’s current proposal for compensation increases on the additional costs	\$126.6 M
Total Cost of Class Size and Composition Proposal	\$1.67 B per year

BCTF Proposal “No. 2”	Per Year Cost by Year 5
<ul style="list-style-type: none"> ▪ All current Ministry of Education funding to be retained ▪ A fund in the amount of \$225 million to resolve all outstanding grievances. The funds are to be used to implement teacher compensation matters other than wages, such as prep time, professional development and pregnancy and parental leave top up. <p>Further, the BCTF proposes establishment of an annual Workload Fund in the amount of \$225 million for class size, class composition and staffing ratios:</p> <ul style="list-style-type: none"> ▪ Sole use is for hiring new teachers ▪ Creation of a staff allocation plan at the school between local union and principal ▪ School district/Union to review school plans and determine allocations to schools. 	<p>\$450 M</p>
<p>The Court decision at the highest level replaces the Workload Fund should it result in reinstatement of 2002 class size, class composition, and staffing ratio provisions. If the court decision does not result in reinstatement of the provisions, the Workload Fund would remain in place.</p>	<p>Cost would be significant but cannot be defined as would require agreement on the extensive modernization necessary (as referenced on page 1)</p>

BCPSEA has tabled a fair and respectful proposal in bargaining to address teacher concerns about their working conditions, including issues related to class size and class composition:

BCPSEA Proposal
<ul style="list-style-type: none"> ▪ Class sizes currently contained in legislation (the <i>School Act</i>) to be included in the collective agreement. ▪ Learning Improvement Fund (\$75 M per year) moved into the collective agreement to address issues of class size and composition. ▪ Clarified opportunities for both teachers and their union to be consulted on the allocation of the LIF money on a school-by-school basis. ▪ Joint fact-finding committee to establish an improved base of information regarding non-enrolling teachers and other specialists. ▪ Process to allow court action to unfold regarding the BC Supreme Court decisions, and revisit outcomes after outcome of appeals is known.

❖ The BCPSEA proposal provides as follows:

1. Inclusion of specific language in the collective agreement to address teacher workload issues related to class size and class composition.
2. An annual dedicated district-based fund of \$75 million to address workload issues raised by teachers (the percentage will be determined in current bargaining).
3. School-based consultation between teachers and their principal (as well as the union) prior to the start of each school year to recommend the allocation of resources to address class size and class composition issues. Further consultation and recommendations would also occur in September to address emergent issues created by new registrations and student movement.
4. Consultation between the union president and the superintendent on an initial district resource allocation plan, which would consider the issues raised by teachers and principals. The plan could incorporate any number of actions intended to address teacher concerns (regarding workload, class size and class composition), including but not limited to the reassignment of classes, school organization restructuring, the addition of teaching or support staff to a school.

5. Obligations on superintendents to make reasonable efforts to reach agreement with the president of the union local as to the final resource allocation plan to address identified teacher workload issues.
6. No reduction or discontinuation of current statutory provisions or requirements of the LIF (section 115.2 of the *School Act*) brought about by the implementation of this proposal. The processes set out in our proposed article may, however, be used at the same time to fulfill the processes required by the Regulation.

We believe meaningful school- and district-based consultation on the distribution of dedicated resources is the most appropriate way to address class size and class composition issues in the collective agreement. Teachers are provided with both a defined sum of money to address identified needs as well as consultation processes that provide the union and individuals with direct input to the allocation of the resource. Boards of Education, in turn, are allowed to retain the ultimate decision-making authority over the organization of schools and student programs, including the ability to make educational decisions that they believe are in the best interests of students and financial decisions that ensure both sustainability and accountability.

❖ **Why does BCPSEA oppose the return of fixed class size/class composition limits and non-enrolling teacher staffing ratios to the collective agreement?**

1. Positive working relationships at the school and district level are best developed through respectful collaboration and consultation between teachers and administrators. All educators should have the opportunity to engage in consultation as to how the needs of their students can best be met while maintaining an appropriate workload. Current Learning Improvement Fund (LIF) processes have been especially successful in this regard, while also providing significant additional funding to address identified classroom/teacher concerns. The LIF will be increased by 25% to \$75 million for 2014-2015.
2. Fixed class size ratios do not allow schools the flexibility to appropriately adjust class sizes (up or down) to best meet the needs of students using available resources. Even though student-teacher ratios have not increased since 2002, we can currently “flex” individual student enrollment class by class to better meet needs. Fixed limits are not designed to meet the educational needs of students. Unions want them, however, because they drive government budget allocations and force employers to hire additional staff.
3. Fixed limits on special education student enrollment in individual classes are discriminatory and work against long-held efforts toward integration. It would be inappropriate to deny a student access to a class based solely on their abilities. A number of human rights concerns are raised by arbitrary barriers to access.
4. Fixed limits and defined staffing ratios take away from elected officials the ability to make significant decisions about how classes/schools should be organized and which teaching positions best meet the needs of students. Guidelines for such decisions are best defined in board or provincial policy, and final decisions as to appropriate allocations are best determined by elected officials and senior educators in districts. Set ratios assume the same needs in all school districts regardless of local circumstances.
5. Every school district in BC has made significant progress toward the personalization of learning for all students, not just students with special needs. The return of collective agreement language rooted in the 1980s would be counter-productive. Fixed class structures and teacher work assignments that were in place over 30 years ago are no longer applicable or appropriate. The sector is telling us that schools should now be organized to meet the varied needs of individual students.

❖ **“But Justice Griffin told us the old language must continue in the new collective agreement.”**

Justice Griffin’s decision placed no restriction on the parties bargaining new language going forward and, in fact, suggested that an overall resolution to the matter should be negotiated by the parties:

Teachers “...have had certain language returned to their collective agreement retroactively. This does not guarantee that the language is clad in stone, as it can and likely will need to be the subject of ongoing collective bargaining...” [para. 679].

Regardless of the outcome of the appeal process, the parties are free to immediately bargain new language for the next collective agreement. BCPSEA has proposed language that reflects appropriate workload protections for teachers in a 21st century context.