

Class Size and Teacher Workload *BCPSEA Response to BCTF Statements*

Following exploratory talks with Vince Ready over the weekend, BCPSEA and the BC Teachers' Federation (BCTF) were unable to conclude a negotiated agreement. Arising from those exploratory talks, however, the BCTF has launched a misinformation campaign with respect to BCPSEA proposal E.80, Learning and Working Conditions, which was included in our [package offer](#) to the BCTF on June 15.

In their [statement issued August 30](#), the BCTF said:

“But, in reality, what they are insisting upon at the table would undo any future court decision.

...By refusing to increase funding for learning conditions and trying to circumvent the courts, the BC Liberals are jeopardizing the start of the school year.”

Workload provisions associated with class size and composition are negotiable — both BCPSEA and the BCTF have previously tabled substantial proposals regarding “class size” at the bargaining table. The approach of each party to addressing teacher workload issues is, however, quite different. The purpose of this *For The Record* is to:

- specifically address the incorrect assertions by the BCTF that BCPSEA is somehow precluded from negotiating class size at the bargaining table given the court decisions which, it should be noted, are currently under appeal, and further, that BCPSEA proposal E.80 is an attempt to circumvent issues that are currently before the courts and therefore is the stumbling block to successful mediation and the conclusion of a negotiated collective agreement; and
- to identify the differences between the proposals.

It's also important to note that during the weekend discussions with Vince Ready, BCPSEA withdrew our previously tabled proposal, E.81, which proposed a mechanism for both parties — for *either* the BCTF or BCPSEA — to consider the final decision by the court (potentially up to the Supreme Court of Canada should leave to appeal be granted) and any impacts on the collective agreement. Given the strong opposition of the BCTF and the public confusion about this proposal, BCPSEA informed Vince Ready (and later directly told the BCTF) that we were withdrawing it.

The BCPSEA position is that we cannot support the continuation of 1980s-based language in the collective agreement — given the changes to the ways in which schools are organized and education programs are delivered, reverting to a form of 1980s language would significantly disadvantage learning outcomes for students. Copies of [each party's proposals](#) can be accessed on the BCPSEA website.

❖ “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 currently in the courts, 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.

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

1. 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 their needs. **Fixed limits are not designed to meet the educational needs of students — quite the opposite.**
2. 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.
3. 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. School districts should not be limited from using other non-teaching resources, such as Education Assistants or other specialists who are not members of the BCTF bargaining unit, to provide targeted specialist resources in the classroom.
4. **Positive working relationships at the school and district level are best developed through respectful collaboration and consultation. 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 — an investment of \$375 M over the term of the agreement.
5. The true purpose of class size limits and teacher staffing ratios is to ensure more teachers are hired (even if boards do not identify this as their first priority) and to drive funding for this purpose. These limits and ratios take the decisions out of the hands of elected officials and put them into the collective agreement. Available funding should be allocated by the individuals accountable for it and directed where it is best needed for students. **Set ratios are problematic, because they are based on an assumption that the same needs exist in all school districts, regardless of the specific local circumstances.**
6. Every school district in BC has made significant progress toward the personalization of learning for all students, not just special needs students. The return of 1980s collective agreement language would be counter-productive in this regard. Fixed class structures and teacher work assignments that were in place over 30 years ago are no longer appropriate. **The sector is telling us that schools should now be organized to meet the varied needs of individual students.**

BCPSEA has tabled a fair and respectful proposal in bargaining that addresses teacher concerns about having a voice in determining their working conditions, including workload issues. **Our proposal provides for inclusion of specific language in the collective agreement to address teacher workload issues:**

- The LIF would be specifically included in the collective agreement, as would the ability of the BCTF to raise workload issues at the bargaining table should the government ever change the class size language currently contained in the *School Act*.

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- The LIF process will ensure that that the union is involved in each of the provincial/district/school level consultations regarding the allocation of the LIF. This process provides a significantly greater degree of consultation with the union than exists currently.
 - Establishment of a fact-finding committee to identify and address issues related to non-enrolling and other specialist teachers.