

MEMORANDUM

DATE Wednesday, February 10, 2010

TO Provincial Executive
Unit Presidents
OTBU Presidents
OTF Governors
Secretariat

FROM Jeff Heximer, Department Head
Collective Bargaining Department

SUBJECT Interim Agreements (ELKP)

Implementation of the Early Learning Kindergarten Program (ELKP)

Teaching Staff:

Any change to current collective agreement provisions, board policies, agreed procedures or past practice regarding the implementation of the ELKP (e.g. timelines, identification of vacancies, postings, procedures et al.) must be part of a Letter of Understanding between the Association and the Board.

The Letter of Understanding will establish local procedures for the implementation of the ELKP that are complementary to the current collective agreement provisions.

The Local Staffing Committee will monitor this process and will review the Letter of Understanding with a view to making recommendations for annual revision (if required) and annual renewal of the Letter of Understanding in subsequent ELKP 'phase-in' years.

Basic Principle:

- a) The ELKP implementation may result in enrolment growth at selected worksites in a board but the ELKP does not result in the creation of a new class of teaching position. The ELKP teachers are Kindergarten teachers just as their colleagues in non-ELKP schools are Kindergarten teachers.
- b) The ELKP is not a "special program" and teaching positions within the ELKP are equivalent to other primary teaching positions for the purposes of transfer/surplus/redundancy procedures. As such, any additional teaching positions that result from the enrolment growth are not subject to the "newly created" or "special

program” provisions of a collective agreement but would fall under the regular staffing provisions of a collective agreement including: Transfer, Surplus/Redundancy, Posting of Vacant Positions, board policies, agreed to procedures and past practices.

ELKP teaching positions must be reviewed as outlined above in a) and b) and agreed upon at the earliest opportunity with appropriate Boards officials. This agreement then forms the basis for the Letter of Understanding (as outlined above) regarding the ELKP implementation between the Association and the Board. **ALL SUCH INTERIM AGREEMENTS MUST BE APPROVED BY THE CB DEPARTMENT STAFF.** Once this principle is established a number of other issues will have to be addressed including but not limited to (in no particular order except as necessitated by the particular collective agreement or local practices):

- Accelerating the existing board staffing timelines (facilitates spring job-embedded ELKP in-service)
- Preference for existing full-time Kindergarten teachers at a school to assume ELKP positions at that school (internal ‘shuffles’ may also occur at this time)
- Identifying vacant teaching positions at a school/Determining school surplus
Note: it is understood that an ELKP class may be delivered by a full-time teacher or 2 part-time teachers
- Internal posting of vacant teaching positions
- Facilitating transfers related to ELKP schools
- Increasing from part-time to full-time only after all redundant teachers have been placed or prior to external postings
Note: preference for increasing existing teacher FTE prior to any external hiring

Working Conditions:

1. Teacher qualifications for ELKP remain Primary, Primary/Junior.
2. Non-ELKP designated classes remain under the Primary Class Size provisions (even if being run as full day, every day programs).
3. The ELKP does not contemplate an SK/Grade 1 split class (or a JK/SK/1 class). Any class not specifically designated as ELKP remains under the Primary Class Size provisions.
4. The ELKP class size is 26 students as a system wide average with the understanding that “Boards are expected to organize ELP classes in conformity with the standard of 26 students in a class.” (2009: B12 October 27, 2009, page 6 of 8)
5. Individual teachers cannot be required to increase or decrease their contractual employment status as a condition of on-going employment or placement.
6. All teacher planning and preparation time is self-directed.
Note: some provision will be required to allow for co-ordination of Teacher and ECE programs
7. Any required in-service is job-embedded.

Other Considerations:

- Role definition (Teacher and ECE)
- Teachers should not be required to accept ELKP assignments
- Review the maintenance of the agreed upon student :adult ratio at all times
- Annual start-up procedures (staggered start-up)
- Transition time between ‘extended day’ and ‘core’ program components

- Workspace (prep and planning)
- Physical space for the number of students and adults
- Facilities suitability
- Resources (personal and board)
- School readiness benchmark (toilet training)
- Responsibilities of Associate Teachers during an ECE practicum

JH/ls