

Early Childhood Educators

Terms and Conditions of Employment

4. Unless specifically identified in this LOU, the provisions of the collective agreement between the Employer and the Union will apply to the employment of the ECE's.
5. For the purpose of applying local collective agreement provisions, ECE's will be treated as ten (10) month school year employees who do not work on non-instructional days. In the event Districts elect a different model for providing services (e.g. continued service over holiday breaks or on non-instructional days), the District and local will modify or determine the application of local collective agreement provisions to facilitate these schedules.

Job Description and Qualifications

6. The Employer has identified the requisite qualifications and duties of the ECE's, in the attached Schedule 1. These qualifications and duties are consistent with the pilot program objectives and direction of the Ministry of Education. Any future variation of the qualifications, fitness and ability by the Board will be subject to the provisions of the collective agreement. Notwithstanding any other provision in the collective agreement, applicants for ECE positions must have the qualifications for their position as of the first day of their assignment.

Wages

7. Pending evaluation under the job evaluation program set out in Article 17 of the Collective Agreement, the ECE positions will be paid as follows:
CURRENT APPLICABLE WAGE RATE FOR THE EDUCATION ASSISTANT
8. The Union and Employer acknowledge this newly created ECE position under the collective agreement will be subject to review under the joint job evaluations committee maintenance procedures letter of understanding 7. Any retroactivity under the Job Maintenance Plan will be effective FROM THE HIRE DATE OF THE ECEs.
9. The current rate of wage for the "Responsible Adult" shall be Pay rate 1 of schedule - A of the collective agreement, pending the job evaluation.

Hours of Work

10. The daily operation of the Project does not mirror the regular school day. The Union and Employer have agreed to recognize this in the application and administration of the hours of work provisions of the collective agreement [ARTICLE 9]. The pilot will operate between the hours of 8:00 a.m. and 5:30 p.m.

11. The parties agree that ECE's may work up to 8 hours/day at straight time rates without requiring overtime. Time worked will be pensionable and will count towards other benefit or perquisite entitlements which are based on straight time hours.
12. The parties agree that the paid rest period contemplated by Schedule "B" shall be taken during times that will not interfere with the Pilot Project.

Vacation

13. ECE's will take their annual vacation during Christmas and Spring Break or otherwise when schools are not in session.

Employee Movement/Bumping

14. In recognition of the character of the ECE positions, and the need to maintain continuity of instruction, the Union and Employer have agreed that in addition to the terms contained within Article 19, the following shall apply to ECE's:

The employer reserves the right to deny an employee the right to bump into an Early Childhood Educator position if this would negatively impact the Pilot Project.


Use of Other Employees In Existing Classifications

15. While ECE's will be the main support staff participants in the Pilot Project, Education Assistants and/or other support staff classifications may also provide services in connection with the Pilot Project. The parties to this agreement have established the following guiding principles in this regard:
 - a. Services may be required for over the full day (7 a.m. – 6 p.m.).
 - b. The position shall be posted simultaneously, internally and externally. However, the preference will be given to qualified internal ECE applicants.
 - c. The parties agree that any support staff employee/classification of support staff employee participating or providing support to the Pilot Project (for their full shift or a portion of their shift that day) may work up to 8 hours/day at straight time rates without requiring overtime. Where permitted by the pension reporting rules, time worked will be pensionable and will count towards other benefit or perquisite entitlements which are based on straight time hours.
 - d. If current EAs, who are qualified ECE are hired as ECE, they will not qualify for LIF.
 - e. The Kindergarten EA who will be working for this project will not qualify for LIF.


f. The parties agree that in case of ECE absence the position would be offered as below:

1. First to the qualified ECE, who have registered with the District on call list;
2. If there is qualified ECE who do not accept on-call, the position would be offered to a qualified EA who has completed the Ministry of Education certified "Responsible Adult" course or ECE Assistant certification;
3. If there is qualified EA or ECE, who do not accept on-call, the position would be offered to a responsible adult who has completed the Ministry of Education certified "Responsible Adult" course or ECE Assistant certification;
4. If the District is unable to fill the position as described under Article 14.f. 1, 2 & 3 above; the Manager of the program will fill the position.
5. The LIF hour provision will not be applied if the position is backfilled by the regular EAs.

16. The parties agree to review the pilot project within 6 months of its commencement to address any concerns or issues. Where unable to resolve issues specific to the pilot project, the grievance process of the collective agreement shall apply.



School District S.D 8 (Kootenay Lake)



Union Local 748

NOV. 5, 2021.
Dated

NOV 5, 2021.
Dated

November 15, 2021

BCPSEA

Bruce Z. Anderson

Dated