

Letter of Understanding

Between

The Near North District School Board

And

The EA/PSSP Bargaining Unit of OSSTF District 4

Integration of the Designated Early Childhood Educator

Specific terms and conditions for Designated Early Childhood Educators (DECE) shall be added to the following Articles under this Letter of Understanding.

All remaining articles in the EA/PSSP 2008 - 2012 collective agreement apply to EA, PSSP and DECE members unless explicitly stated as applicable to only one of groups.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Ontario Secondary School Teachers Federation (OSSTF) as the exclusive bargaining agent authorized to negotiate and to participate in the administration of this Agreement on behalf of all Educational Assistants, Professional Student Services Personnel, and **Designated Early Childhood Educators**, employed by the Board, save and except Supervisors and persons above the rank of Supervisor, temporary employees, and students employed during the school vacation periods or students placed in schools to complete work placement or co-op placements. Prior to posting any positions that are not 0.5 FTE or 1.0 FTE, the Bargaining Unit shall be consulted. Such consultation shall include surplus, bumping and recall procedures.

ARTICLE 3 - DEFINITIONS

- 3.01.02 **Designated Early Childhood Educator (hereinafter referred to as DECE) means a DECE as defined in accordance with the *Education Act and Regulations* as amended and who is employed as a DECE in a school that is under the jurisdiction of the Board.**

And re-number current 3.01.02 to 3.01.03

- 3.01.04 **A full-time DECE shall normally work thirty-two and a half (32.5) consecutive hours per five (5) day week, at the rate of six and a half (6.5) hours per day. DECEs shall work and be paid a regular school year including system P.D. days.**

ARTICLE 9 - REPRESENTATION AND UNION LEAVES

- 9.03 At the request of the Union, the Board may grant release time to the Union, for the purpose of carrying out Union business. The request of the Union shall be made to the Executive Assistant to the Superintendent of Business in a timely fashion. In addition to the above, the President of the Bargaining Unit, will be granted release as requested. The Bargaining Unit agrees to reimburse the Board for the replacement cost of the Member's/Employee's release. In the case of PSSP release time with no replacement cost, the Union shall reimburse the actual cost of salary for any days in excess of five (5) days

per year. In the case of EA /**DECE** release time, in excess of twenty-five (25) days, the Bargaining Unit agrees to reimburse the actual cost of the Member's/Employee's release.

- 9.04 Appropriate replacements where necessary, shall be hired by the Employer, for the Member/Employee on Union leave, should the Member/Employee be an EA/**DECE** Member/Employee.

ARTICLE 11 - JOB CLASSIFICATIONS & QUALIFICATIONS

- 11.02.01 Notwithstanding the above, the Board may hire, with the consent of the Union which will not be unreasonably withheld, an unqualified PSSP provided that there have been no suitable external qualified applicants. Should there be no qualified external applicants, the Board shall interview the Bargaining Unit EAs/**DECEs** who are unqualified and have applied for the posted PSSP job. The unqualified EA/**DECE** and/or the unqualified external applicant must show evidence on a yearly basis that they are continuously working toward attaining the qualifications. The time limit for completing the qualifications shall not exceed four (4) years unless mutually agreed to by the EA/**DECE**/external applicant, the Board and the Bargaining Unit. The unqualified EA/**DECE**/external applicant will be a Member of the Bargaining Unit and will pay Union dues.

- 11.03 **DECE job qualifications are as follows: a Diploma in Early Childhood Education or equivalent and a member in good standing of the College of Early Childhood Educators (DECE).**

- 11.03.01 Notwithstanding the above, the Board may hire under a Letter of Permission, an unqualified DECE provided that there have been no suitable external qualified applicants. Should there be no qualified external applicants, the Board shall interview the Bargaining Unit EA/PSSPs who are unqualified and have applied for the posted DECE job. The unqualified EA/PSSP and/or the unqualified external applicant must show evidence in that year that they are working toward attaining the qualifications. The time limit for completing the qualifications shall not exceed one (1) year. The unqualified EA/PSSP/external applicant will be a Member of the Bargaining Unit and will pay Union dues.

ARTICLE 12 - SALARY

12.03 Effective September 1, 2010 the salary for each DECE shall be:

School year	Sept 1 2012-2014
Letter of Permission	\$18.54 /hr
Qualified - 0 Yrs Exp.	\$20.09
Qualified - 1 Yrs Exp.	\$21.63
Qualified - 2 Yrs Exp.	\$23.18
Qualified - 3 Yrs Exp.	\$24.72
Qualified - 4 + Yrs Exp.	\$26.27

Renumber 12.03-12.06

12.03 12.04 Members/Employees shall be paid every two weeks throughout the year by direct deposit to a chartered bank or credit union of the Member's/Employee's choice. For PSSP Members/Employees payments will be made on a twelve (12) month basis and for EA /**DECE** Members/Employees on a ten (10) month basis. The payment shall be deposited electronically and payment information (pay stub) shall be maintained in the Human Resources Portal, which can be printed by the Member/Employee.

ARTICLE 13 - WORKING CONDITIONS

13.01 The normal hours of work for full-time Members/Employees shall be - **6.5** hours/day for EAs/**DECEs** . 7.0 hours per day for PSSPs. Part-time Members/Employees shall be assigned appropriate hours of continuous work as per Article 3.08 by the Principal/Supervisor.

13.05 EAs /**DECEs** shall be paid for all work performed at the request of the Employer, in excess of the regular weekly working hours at the rate of one and one half (1 ½) of the Member's/Employee's regular rate of pay per hour. Only the immediate Supervisor may authorize overtime hours. The Member/Employee will be provided with a copy of the written approval.

ARTICLE 15 - EMPLOYEE BENEFITS

15.01 The Board shall pay 100% of the cost and shall administer the employee benefits outlined below for all Members/Employees covered by this Agreement subject to the following:

- a) Status quo

- b) As a condition of employment, all full-time EA/PSSP/DECE Members/Employees employed by the Board shall be enrolled in the prevailing benefit plan. All permanent Members/Employees shall be enrolled in the LTD plan. EA/PSSP/DECE Members/Employees in their last year, prior to retirement, may withdraw from the participation in the LTD plan. The LTD plan shall be fully paid by the Members/Employees.

ARTICLE 18 - VACATION PAY

18.01 ~~a) Vacation pay shall apply only to EAs.~~ PSSP vacation compensation is included in their salary and working hours.

18.02 a) Vacation pay for **Members/Employees EAs** is calculated on the basis of completed years of active service based on the anniversary date of the first day worked. The vacation plan is pro-rated as required.

Up to and including three (3) years of continuous active service - 4%

4 years to 9 years of continuous service - 6%

10 years to 14 years of continuous service - 8%

15 years or more of continuous active service - 10%

18.03 b) Commencing September, 2002, vacation pay shall be paid on each pay period as it accrues as per article 18.02 a)

18.0403 For DECEs paid vacation of 3 weeks shall occur in the following manner each school year (pro-rated for part time employment)

a) 5 days paid during the March Break

b) 10 days paid during the Christmas Break

18.03.01 Vacation may not be carried forward and must be used as indicated in 18.03 a) and b).

ARTICLE 19 - SPRING STAFFING

19.01 The Common Concerns Committee will meet by April 15 each year to review the staffing needs and placement of EA /DECE/PSSP for the following school year in accordance with the Collective Agreement. The committee may extend the April 15 timeline to a later date if further financial information is

required to assist the committee in determining the calendar for postings and surplus placements. The timelines for staffing will be set annually by the Common Concerns Committee, and will include dates for:

19.02 For information purposes only, a Locations' List showing the seniority of all EAs /**DECE's**/PSSPs, their work site and their FTE status shall be forwarded to the Bargaining Unit President on September 30 and two (2) days prior to the meeting of the Staffing Committee as per Article 19.01.

19.12 EAs and **DECEs** who accept positions outside of their geographic area have the right to return to a position for which they have the qualifications and skills to perform the job within their original geographic area for a period of up to two (2) school years. Conditional upon the following: The Member/Employee may choose to refuse return on the first available position. If the Member/Employee refuses a second request to transfer, then the Member/Employee forfeits any further rights to return to his/her original area.

ARTICLE 20 - SURPLUS

20.02 The following will apply to Members/Employees:

- 1) EAs/**DECEs** declared surplus in one school shall be transferred to a vacant position within the same family of schools without posting or may be offered any vacancy outside of their family of schools without posting.
- 2) Should no position be available, the EA/**DECE** shall bump within three (3) working days the most junior full-time or part-time EA/**DECE** within the family of schools or geographic area or the Board provided the senior Member/Employee has the skills and qualifications to perform the job and the FTE status of the person being bumped is equal to or less than the bumping Member/Employee or,

20.03 EAs /**DECEs** who accept positions outside of their geographic area have the right to return to a position for which they have the qualifications and skills to perform the job within their original geographic area for a period of up to two (2) school years. Conditional upon the following: The Member/Employee may choose to refuse return on the first available position. If the Member/Employee refuses a second request to transfer, then the Member/Employee forfeits any further rights to return to his/her original area.

ARTICLE 21 - EXCHANGES AND TRANSFERS

21.02 Administrative Transfers

21.02.02 The Member/Employee shall receive a mileage allowance for two years as described below:

North Bay to Mattawa - \$75/month

North Bay to Sturgeon Falls - \$50/month

North Bay to Almaguin - \$75/month

North Bay to Parry Sound - \$150/month

Almaguin to Parry Sound - \$75/month

These amounts are for either direction of travel, and an EA ~~or~~ /DECE/ PSSP Member/Employee traveling from A to B via C shall receive the sum of the amounts from A to B plus B to C.

ARTICLE 27 - LEAVES OF ABSENCE WITHOUT PAY

27.01 A leave of absence without pay for an extended period of time (one year) shall be granted by the Superintendent of Programs and Schools for EAs/DECEs and may be granted for PSSPs provided that a suitable replacement is available. Requests for half year will be considered and will not be unreasonably denied.

27.01.05 a) EAs/DECEs who apply in writing to the Superintendent of Programs and Schools for a one year leave of absence, on or before April 15, will be granted such a leave for the following school year.

27.01.06 a) EAs/DECEs who wish to extend that leave for a second year shall notify in writing the Superintendent of Programs and Schools prior to April 30 of the first year of the unpaid leave. Then the additional leave for the second shall be granted.

ARTICLE 30 - PROFESSIONAL DEVELOPMENT

30.05 One of the Professional Development days will be designated as the Professional Development day common to both panels for all EA/PSSP/DECE

Members/Employees. The PSSP Members/Employees will continue with their regular duties on all other days designated as Professional Development Days by the Board.

ARTICLE 35 - CRIMINAL BACKGROUND CHECKS

35.04 EA ~~and~~ **DECE**/PSSP Members/Employees will complete their Declaration by May 31st each year. Offence Declarations will be completed online within the Human Resources Portal. Requests related to all documentation, shall be directed to the Manager of Human Resources.

Dated in North Bay this 12th day of February, 2013.

For the Union

*Gini Renaud
Celia Stapper*

For the Board

*Jaffrey Levert
Michele Russell*