

LETTER OF UNDERSTANDING NO.11
between
CUPE LOCAL 748
and
THE BOARD OF EDUCATION
SCHOOL DISTRICT NO. 8 (KOOTENAY LAKE)

Re: Education Assistant/Youth and Family Worker Layoff Process

As of April 4, 2022, any positions to be eliminated and/or have a significant change, based on Education Assistant/Youth and Family Worker allocations for the upcoming school year, will be laid off per site by seniority. Education Assistants/Youth and Family Workers will receive a memo regarding timeline from the Employer, Seniority List, and Bumping form on the chance that they will be bumped from their position.

Education Assistants/Youth and Family Workers will have the right to bump, bargaining-unit-wide, any employee with less seniority, providing they have the required qualifications as per the District job description. The temporary employees, when lay-off occurs, will have the right to bump, bargaining unit-wide, any temporary employee with less seniority, providing they have the required qualifications per the District job description.

The current bumping response form will be revised to include a proxy. It is the employee's responsibility to provide an updated daytime phone number on the bumping response form in order for Human Resources and CUPE 748 to contact them for the bumping process.

All Education Assistants/Youth and Family Workers will be provided with a seniority list and bumping response form as well as a letter explaining the bumping session with the Union and Management.

If an Education Assistant/Youth and Family Worker is unable to attend the day long bumping session (April 8, 2022), and should they choose to exercise their bumping rights, they will be required to submit their completed bumping response form to Human Resources no later than 12:00PM on April 7th, 2022. In the event an Education Assistant/Youth and Family Worker is unable to secure a position specified on their bumping response form, they will be laid off and placed on the casual/on call list for the 2022/2023 school year. Education Assistants/Youth and Family Workers are able to choose layoff instead of being placed on the casual/on call list by indicating this on the bumping response form.

The bumping process will begin at 9:00AM on April 8th, 2022 for all Education Assistants/Youth and Family Workers. It is expected that All Education Assistants/Youth and Family Workers will have their choices ready for that call.

Once all of the bumping has taken place, all allocated postings for the 2022/2023 school year will be sent to all Education Assistants/Youth and Family Workers on April 25, 2022. The job postings will contain all of the information in Article 18.02.

The automated SD8 Job Call system will be set up for all of the positions for the next school year the information included in the job call.

The First round will be open from May 2nd to 6th

The positions will be awarded on May 9th

The Second round will be open from May 10th to 13th

The postings will be awarded on May 16th

The Third round will be open from May 17th to 20th

The positions will be awarded on the 24th

The Fourth round opens on May 25th to 27th

The positions will be awarded on May 30th

Any Education Assistants/Youth and Family Workers who have not been awarded a position through this process will be put on the casual list. Article 19.07 of the Collective Agreement is not applicable in this process.

October 5, 2022, all postings for the upcoming year will be sent to all Education Assistants. The job postings will contain all of the information in 18.02

The First round will be open from October 5th to 11th at 4pm

The positions will be awarded on October 12th

The Second round will be open from October 13th to 18th

The postings will be awarded on October 19th

The Third round will be open from October 20th to 25th

The positions will be awarded on October 26th

The Fourth round opens on October 27th to November 1st (if required)

The positions will be awarded on November 2nd

If needed there will be further rounds done for new or unfilled positions

Education Assistants are encouraged not to move within the system, except in May and September of each year. When a vacancy exists in mid-term it will be posted per the Job Call and the successful applicant selected.

Should an Education Assistant position become redundant or the hours reduced, the affected Education Assistant will be placed in a position of at least equivalent hours that would have the least impact on student learning, until they are awarded a position through Job Call.

Consideration will also be given to the employee's personal circumstances. The affected Education Assistant would then exercise his/her seniority in May through the

Job Call for the September following. The Education Assistant could be reassigned to another position in the District including casual, relief or term assignments. This would be done in consultation with the Union and the employee(s) involved.

In the event of a vacancy occurring due to an illness, injury, or other reason this position will be posted per Job Call as a temporary position pending the return of the incumbent to a maximum of six (6) months.

If, after six (6) months, the incumbent has not returned, then this position will be re-posted as a regular position as per Job Call.

If the incumbent is able to return to work at any time, they will return to their former position, they will revert to their former wages or salary rate without loss of seniority. If the position no longer exists, the employee will be eligible to exercise their bumping rights in accordance with the provisions of this Agreement. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority or benefits.

In the case of Education Assistants returning from a medical leave the incumbent's assigned hours will be guaranteed for the remainder of the school year through the call-out procedure or a job assigned by the Board.

In all other cases where the Education Assistant was delayed a return to work until September will be provided work through the call-out procedure or through another job assigned by the Board. Exceptions may be approved by the Director of Independent Learning Services in consultation with the Union.

In the event that the position no longer exists; or the incumbent is no longer qualified or no longer physically able to perform substantially the duties of the former position then the incumbent will exercise their bumping rights in accordance with the Collective Agreement.

FOR THE BOARD:

DATE:

April 1, 2022

FOR THE UNION:



