

**From the 2019-2022 Office Clerical Technical & Education
Assistants Collective Agreement**

APPENDIX "C"

EDUCATIONAL ASSISTANT POSTING/PLACEMENT PROCESS

1. The parties agree to limit disruption to the schools and students by having a Posting/Placement Process for Educational Assistants in June for September placements and in January for placements to take effect the start of semester two of the secondary panel.
2. General
 - (a) The Employer is responsible for allocating Educational Assistant time to each school. In this regard, it is understood that Educational Assistant allocation for September will be based on the Board's determination of confirmed school and student need for the upcoming school term. For clarity, this includes students with confirmed registrations for the new school year.
 - (b) The Employer shall provide to the Union the Educational Assistant Staffing Allocations concurrently with any layoff notices being sent out and prior to the placement meetings. This allocation information, by school, will include: the names of all current permanent Educational Assistants, the allocation for the upcoming period, and the name(s) of the most junior Educational Assistant(s) declared surplus to school.
 - (c) Prior to the Educational Assistant Posting/Placement Process, the school administration will request that Educational Assistants at their school advise the Principal of their preferred assignment for the upcoming semester / year. The Principal will endeavour to take into consideration the Educational Assistant's stated preferences for assignment for the upcoming semester / year.
 - (d) In the event there are redundancies within the school, the most junior person(s) will not receive an assignment at that school.
 - (e) Permanent staff may choose to post into vacant positions at other schools during the Posting/Placement Process (see 3 & 4 below).
 - (f) Casual Educational Assistants and other qualified bargaining unit members shall be considered for any remaining open positions after the Posting/Placement Process and prior to the consideration of external candidates. The Board shall endeavour to fill such positions by February 15 and August 15 each year.
 - (g) There are some Educational Assistant assignments that require specialized skills and/or knowledge and therefore, such positions will be assigned, subject to Article 13.06, to those Educational Assistants with the specialized skills and/or knowledge (i.e. sign language, Braille, itinerant, interpreter etc.).
 - (h) Trillium Lakelands DSB will make their schools and computer systems available

on the posting meeting night so that Educational Assistants wishing to make application to a posted position can use the employer's internet. Educational Assistants are not required to use the employer's facilities.

3. In June, the following individuals will meet to determine placements for Educational Assistants for the start of the upcoming school year: the Superintendent responsible for Special Education (or designate), the Senior Manager of Employee Services; the President of the Local and the Educational Assistant Chief Steward. The Posting/Placement process shall be held electronically. It is through this electronic means that permanent Educational Assistants will have the opportunity to apply for available positions. The dates, times and instructions about this electronic placement process will be posted on the CUPE Job Posting site on the Board's intranet a minimum of two (2) weeks prior to the initial posting meeting date. All round one (1) positions will be posted only on the CUPE Job Posting site on the Board's intranet for five (5) working days prior to the Posting/Placement Process date. Applications to first round postings will be required back by 4:00 pm on the day before the Posting/Placement Process date. Subsequent rounds of postings which will occur electronically commencing at 4:30 p.m. on the evening of the Posting/Placement Process. Any remaining vacancies following the last posting round will be filled from Educational Assistants on the recall list prior to being offered to casual educational assistants.

Postings will include existing vacant and newly created permanent positions, and temporary positions.

Following the June placement process, Educational Assistants who have been laid off in accordance with Article 14, and who do not have a position, will be contacted by the Employee Services Department. A bumping meeting in any of the three (3) geographic areas may be held after the June placement process in order to complete the Recall/Lay-off process prior to the start of the school year. The Notice of bumping meeting(s) will be posted on the CUPE job posting site on the board's intranet and will include the seniority date for required attendance at the bumping meeting(s). Any bumping meeting shall be held at 4:30 p.m. on a regular school day after the Posting/Placement Process and prior to June 30th.

4. In early January, the following individuals will meet to determine placements for Educational Assistants for January (to take effect commencing the start of semester 2 of the secondary panel): the Superintendent responsible for Special Education (or designate), the Senior Manager of Employee Services, the President of the Local, and the Educational Assistant Chief Steward. Educational Assistants interested in changing schools commencing in January (to take effect commencing the start of semester 2 of the secondary panel) shall complete and forward an Educational Assistant Information Form electronically. Only those permanent Educational Assistants where it is deemed to be an increase in hours or a move to a permanent position will be eligible. A list of all available positions will be posted in the first round only on the CUPE Job Posting site on the Board's intranet five (5) working days prior to the deadline to submit the Educational Assistant Information Form. The Educational Assistant Information Form shall be available on the CUPE Job Posting site on the Board's intranet and must be submitted to the Employee Services Department no later than January 15th of each year. In January, Educational Assistants who have submitted an Educational Assistant Information Form, shall be assigned in order of seniority and in accordance with the preferences on the Information Sheets, and subject to Article 13.06.

All permanent Educational Assistants who have submitted an Educational Assistant Information Form shall be notified as to whether or not their request could be accommodated. This notification will be sent to the Educational Assistant's board e-mail address and to the affected Principals within 2 working days following the assignment of positions.

5. For the purposes of clarification, with the exception of the postings outlined in #3 and #4 above and postings as a result of vacancies for Educational Assistant positions requiring special skills identified in 1(g), no posting of vacancies during the school year will occur for Educational Assistant positions.
6. Vacant positions which occur during the school year will be filled by:
 - (a) a qualified Educational Assistant on the recall list;
 - (b) where operationally possible, employees working less than full time shall be offered additional hours;
 - (c) temporary/casual Educational Assistants. The position, if it still exists, will be posted at the Posting/Placement Process in January or June, as appropriate.
7. All decisions on individual Educational Assistant placements made at the placement meetings shall be final.

Reassignment of Permanent Educational Assistants During the School Year

The Board and the Union agree that criteria for reassignment of permanent Educational Assistants, under Article 13.01 and Appendix "C", as a result of changes in staffing requirements that occur after the start of the school year, will be as follows:

1. There will be no layoff of Educational Assistants during the school year.
2. If there are no positions available within the school, after the start of the new school year, the least senior Educational Assistant at the worksite will be reassigned to a position for which they are qualified, unless another qualified Educational Assistant elects to be reassigned on a voluntary basis.
3. When reassignment is required, the Board will find a suitable assignment. Educational Assistants will choose from the following options;
 - a) positions currently held by temporary employees;
 - b) temporary positions resulting from new allocations;
 - c) be placed on the recall list. It is understood and agreed that other than 14.06, 14.08 and 14.09, no other provisions of Article 14 – Layoff and Recall will apply. For added clarity notwithstanding Article 14, an Educational Assistant that selects option (c) has not been laid off.

Reassignments will be limited to two (2) per Educational Assistant per school year. Five (5) working days' notice will be required for any reassignment in 3 a) or b) above or a temporary reassignment noted under 4 below.

4. Notwithstanding #3 above, if no option exists at 3 a) or b), the employee will be reassigned temporarily to one (1) school within their family of schools at the same hours or greater until such option(s) 3 a) and/or b) are available.

5. Unless the Educational Assistant agrees, no reassignment to a school or worksite under #3 and #4 above will be greater than forty (40) kilometers from the Educational Assistant's original school or worksite.
6. A reassigned permanent part time Educational Assistant will have the option of taking a full time position, currently held by a temporary Educational Assistant, for which they are qualified.
7. A reassigned Educational Assistant will be guaranteed their full hours for the balance of the school year unless they choose a position of lesser hours.
8. A reassigned Educational Assistant will have the option of taking a position of lesser hours if they so choose.
9. The reassignment will be deemed permanent at the new location.
10. The Union President shall be advised in advance of any Educational Assistant reassigned under this article. The notice will include the Educational Assistant's name, current school, reassigned school and FTE.

11. The Board and the Union further agree that notwithstanding the above, all other existing rights and privileges under the collective agreement will remain whole and are not impacted as a result of this agreement.