

OSSTF/FEESO Model Language: Job Security

STAFFING PROCEDURES AND RECALL (TEACHERS)

Updated: 2024

Issue: Collective agreements must contain comprehensive seniority, layoff, and recall procedures.

Seniority rights administered through well-defined, fair and open staffing and recall procedures are the fundamental achievement of collective bargaining.

Collective agreements should incorporate provisions which adhere to the following principles:

1. All members have the same rights based on seniority.

All members pay dues and must be entitled to the same rights. The protection that is provided to members must be based solely on length of employment - last in, first out. Seniority rights must apply during any probationary period.

2. Each member is attached to a work site and remains attached to the work site school on return from leave or layoff.

The security afforded by the right of return to the work site promotes movement in the system through exchanges and leaves and ensures that seniority governs long term access to employment. Every member should continue to accrue seniority while on authorized leave of absence.

3. No new employees may be hired until all employees on layoff have been assigned and all members who wish to increase their assignment have been placed.

Recall rights should continue until the member is rehired. There is no practical reason for limiting recall rights to a certain length of time. The Employer chose to hire the employees and should be obligated to take them back as attrition and enrolment permit. Without this provision Employers may be tempted to hire less expensive employees.

Employees who work part-time should have priority over new hires. In reality, Members who work part-time because of family responsibilities are viewed by some administrators as making the person a less valuable employee. By sequencing the hiring process such prejudice can be sidestepped.

4. The Bargaining Unit Executive is an equal partner with the Employers in monitoring the staffing process.

A joint Employers/Bargaining Unit Secondary Staffing Committee should monitor the staffing process, be entitled to rationales for all staffing decisions, and have the authority to correct mistakes. OSSTF can represent members much more effectively through defining the process and challenging "games" at the time the member is affected.

Worksite or In-school staffing committees may be effective in helping to monitor staffing

decisions, but the representatives are also less trained and more subject to pressure if staffing decisions are challenged. Their responsibility should be reporting to the Bargaining Unit. Difficulties should be handled by the joint Employers/Bargaining Unit Staffing Committee. Layoff should be strictly by seniority; final determinations of surplus and redundancy should be made by the Employer.

The following suggested contract language must be read as a complete package. The conditions for lay-off--strictly on seniority--should not be changed.

RECOMMENDED CLAUSES:

ARTICLE XX - TRANSFER, SURPLUS, REDUNDANCY, AND RECALL PROCEDURES

XX.01 Definitions

XX.01.1 A Staff Complement Vacancy is a complement position with the Employer which exists or will exist for the ensuing school year and to which no employee has been assigned.

XX.01.2 A Voluntary Transfer, in accordance with XX.05, shall mean any staff change arrangement that fills a Staff Complement Vacancy.

XX.01.3 A Surplus Teacher is an employee who has been identified by seniority as being in excess of the staffing requirements of a particular work site for the ensuing school year.

XX.01.4 A Redundant Teacher is an employee who has been identified by seniority as being in excess of the staffing requirements of the employer for the ensuing school year.

XX.01.5 Displacement is the process by which an employee declared surplus to a work site may displace an employee with less seniority.

XX.01.6 The Secondary Staffing Committee, for purposes of Transfer, Surplus, Redundancy and Recall procedures, shall consist of three (3) representatives of the Employer and three (3) representatives of the Bargaining Unit. This Committee shall have the right to review whether the procedure has been followed, including the right to correct the principal's declaration of surplus staff.

NOTE

- "Seniority" model language exists as its own model language document.
- This Model of staffing has Redundancy declared before Voluntary Transfer and Surplus to Work site so that redundant teachers do not participate in the surplus and transfer procedures and vacancies created by redundant teachers are available for transfers

XX.02 Redundancy

XX.02.01 Should a reduction in staff become necessary, an employee who is the least senior

shall be informed in writing by the Employer no later than April 30.

XX.02.02 The number of employees declared redundant by the Employer shall not exceed the total reduction of staff based on the provisions of Article _____ (Staff Generation) using projected enrolments.

XX.02.03 Reductions in staff shall start at the bottom of the Seniority List with the least senior employee and proceed up the ranked list.

XX.02.04 The President of the Bargaining Unit shall be provided with all relevant information prior to declaration of redundancy declarations.

XX.02.05 The Employer shall determine displacements and consequent staffing adjustments. The number of displacements shall be kept to a minimum.

XX.02.06 An employee may elect to refuse to displace another employee and be placed on the recall list.

XX.03 Recall

XX.03.01 The Employer shall establish and maintain a recall list of all employees declared redundant.

XX.04 Period of Redundancy – Approved Leave of Absence For Pension Purposes

XX.04.01 Any period during which an employee is declared redundant as per the application of Article _____ shall be deemed to be on an employer approved leave of absence for pension purposes. The employer agrees to provide verification of the leave and its duration to the pension plan.

XX.04.02 Employees who have been declared redundant shall be recalled to Staff Complement Vacancies based on seniority and be reinstated as though there had been no interruption in service.

XX.04.03 Redundant employees shall be entitled to continue to be enrolled in benefit plans in which the Members were enrolled immediately prior to being declared redundant, with the employer continuing to pay its share of premium contributions.

XX.04.04 An employee who is eligible for recall shall file with the Employer their most recent address, personal email address, and telephone number.

XX.04.05 An employee has the right to refuse recall to a position offered by the Employer, based on travel/geographical considerations, without prejudice to the employee's recall rights.

XX.05 Voluntary Transfers

XX.05.01 The following process shall be applied when a vacancy occurs before any internal or external postings as outlined in Article YY (reference posting language).

XX.05.02 The employer shall ensure that employees have the opportunity to add their names to a Voluntary Transfer List. The employer shall compile a List at the start of each month and provide a copy to the Bargaining Unit President.

XX.05.03 The List shall contain each employee's name, seniority, qualifications, FTE status, list of preferred qualified subjects, list of unqualified subjects/courses they provide mutual agreement to teach in accordance with Reg 298, and list of destination work sites.

XX.05.04 Upon written request via email to the Director or designate, an employee's name shall be removed from the Voluntary Transfer List.

XX.05.05 All voluntary transfers will be considered in order of seniority. In the case where the vacancy is an exact match to the employee's FTE status and qualifications or the list of unqualified subjects/courses they provide mutual agreement to teach in accordance with Reg 298, a transfer shall occur.

XX.06 Surplus to Work Site Declaration

XX.06.01 Should voluntary transfers as per Article XX.02 not satisfy the requirements of Article _____(Staff Generation and Allocation) based on projected enrolment, the least senior employee at work sites that are staffed beyond the complement required by Article(Staff Generation and Allocation) shall be declared surplus to the work site.

XX.06.02 Employees on any approved leave or on layoff are the responsibility of the originating work site.

XX.06.03 A Principal shall notify in writing an employee who is to be declared surplus no later than _____, such notification to be preceded by an interview with the employee.

XX.06.04 The President of the Bargaining Unit shall be provided with all relevant information regarding surplus declarations prior to the declarations.

XX.06.05 Employees who are declared surplus and have been placed shall have the right of return to positions which become available at the work site from which they were declared surplus.

XX.06.06 Should positions become available after the surplus procedure has been completed, priority in filling such positions shall be given to employees who were declared surplus.

XX.06.07 In order to facilitate the staffing process, known vacancies for positions of responsibility shall be filled by March 31.

XX.07 External Hiring

XX.07.01 No external hiring shall take place until positions have been offered to redundant employees and then to an employee with less than full-time assignments.