

OSSTF/FEESO Model Language: Staffing and Job Security

School Closure and Opening Protocols (Teachers)

Updated: 2022

Issue: A mechanism must be in place to ensure that in the event of school closure and/or opening, the Bargaining Unit has input into staffing implications for teachers, including Department Heads.

Due to the large number of variables involved in school closure and/or opening, a Letter of Understanding creating a committee may be more desirable than specific Collective Agreement language. The use of a committee will allow Bargaining Units the flexibility necessary to develop the best solutions for individual members.

Factors such as Department Head structure and appointment process, geography, nature of programs within particular schools and staffing provisions must be considered.

The information and principles as follows should be considered in any protocol or Collective Agreement language developed.

Letter of Understanding

Between

**The XXXXXXXX District School Board
(hereinafter called the "Employer")**

And

**OSSTF, District XX, Teacher Bargaining Unit
(hereinafter called the "Union")**

RE: School Closure and Opening Protocols

This Letter of Understanding forms part of the Collective Agreement between the Parties.

The Parties agree to establish a School Closure/Opening Protocol Committee consisting of three members of the Union and three Employer representatives. This Committee shall be struck as soon as practicable after

ratification by both Parties of this agreement. The purpose of the Committee will be to establish protocols for each of the following events:

1. secondary school closure (reduction in total # of secondary schools);
2. secondary school closure and secondary school opening (maintaining total # of secondary schools);
3. secondary school opening (increasing total # of secondary schools).

It is understood by the Parties that the following issues shall be addressed in the protocol:

- i. Headship positions
- ii. order of staff placement i.e. surplus, transfer, increase in FTE status
- iii. itinerant employees
- iv. distance expectations
- v. other issues as agreed to by the parties
- vi.

The Committee will develop a procedure to deal with logistical issues as well as necessary resources.

The Committee shall have a draft School Closure/Opening Protocol prepared no later than _____, 20____ to be shared with the respective Parties. A final protocol shall be prepared by _____, 20____. In the event the Parties cannot agree on the terms of a final School Closure/Opening Protocol, the differences may be submitted to mediation and/or grievance/arbitration as per Article XX of this agreement.

Information for Chief Negotiators

Under *point 1* - secondary school closure (reduction in the total # of secondary schools) the following principles should be applied to any negotiated protocol or Collective Agreement language:

- The parties agree that the closing of a school is an extraordinary occurrence and warrants the following protocol to be in place ONLY in the semester/year preceding the school closure.
- In determination of total FTE required for the system, should there be redundancies such redundancies are teachers who are the lowest seniority-ranked teachers in the system.
- Thereafter, all teachers in the closing school shall have their names placed on the surplus list. All teachers in an identified closing school shall have the opportunity to indicate their preferred locations in ranked order. Any other surplus teachers from other schools shall be given the same opportunity to indicate their preferred locations.

- The System Staffing Committee (or equivalent) as defined pursuant to article XX of the Collective Agreement shall convene at least ten (10) months prior to the school closure in order to commence an organizational timeline for the staffing process for that school year.
- Surplus teachers shall be moved to identified vacancies based on seniority and qualifications. Qualifications shall be those qualifications as listed on the Certificate of Qualification as issued by the Ontario College of Teachers at the time of staffing school.
- Chief Negotiators will need to determine an appropriate distance from a teacher's home to a worksite. Any distance beyond that may be refused and the teacher placed on the recall list.
- Any vacant Headship positions or new Headship positions shall first be filled from the surplus list utilizing existing Heads of Departments. Such placement shall be in order of seniority and qualifications. (Bargaining Units may wish to add the requirement of the Head to hold specialist qualifications in at least one area over which they will be Head).
- Any existing Head not receiving a Headship placement shall have their allowance "red-circled" until the end of the term should the Headship be a term position or until_____ (To be locally determined) should the Headship be a non-term position.
- It is understood that after all surplus teachers have been placed, that any existing vacancies shall be considered for teachers who have requested a transfer. After that any resulting vacancies shall be available to part-time teachers who wish to increase their FTE . After the aforementioned process has been completed any resulting vacancies shall be posted.

Note

Under normal circumstances transfers should be effected before surplus and increase in FTE status. Given the extraordinary nature of a school closure and the desire to place affected teachers as expeditiously as possible, Bargaining Units should consider having the transfer process occur after placement of surplus teachers.

Point 2 - secondary school closure and secondary school opening (maintaining total # of secondary schools).

Chief Negotiators should ensure that teachers in the closing school have first right of refusal to a position in the opening school. Heads should have first right of refusal to a Headship in the opening school provided they are not at the end of their term. Term Headships should be considered unbroken in the event the Headship continues at the new school.

Teachers who do not wish to move the new school because such a move shall place them in excess of sixty (60) kilometres from their home may request a transfer and be placed through the transfer process. Any teacher not placed through this process shall be placed on the surplus list and then be placed in accordance with the provisions of the surplus/lay-off language. *Point 3* - secondary school opening (increasing total # of secondary schools). Should a District School Board open a new secondary school it is done in response to an increase in student ADE. The resulting staff requirements are vacancies. As such, Chief Negotiators will need to review the existing posting language to ensure that all postings are first offered internally to Bargaining Unit members.

- Timelines for posting of the required vacancies will need to be established;
- The System Staffing Committee shall convene to review staffing requirements of the new school as soon as practicable.
- Where a school will open with less than the full range of grades, and the Board intends to add additional grades in subsequent years, Chief Negotiators should review language in Collective Agreement dealing with staff generators.