

**School Closure/Opening/Amalgamation Protocols (Ed Workers)**

Updated: 2022

**Issue:** A mechanism must be in place to ensure that in the event of school closure and/or opening, or an amalgamation of schools, the Bargaining Unit has input into staffing implications for education workers.

Due to the large number of variables 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 may include: geography, qualifications and seniority.

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

**Letter of Understanding**

**Between**

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

**And**

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

**RE: School Closure and Opening Protocols**

This Letter of Understanding forms a part of the Collective Agreement between the parties.

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

purpose of the committee will be to establish protocols for each of the following events:

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

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

- i. Leadership positions
- ii. order of staff placement (ie. seniority, increase in FTE status)
- iii. itinerant employees
- iv. distance expectations

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

### **Information for Chief Negotiators**

Under *point 1* - school closure and/or amalgamation (reduction in the # of elementary/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 any redundancies such redundancies are education workers who are lowest seniority-ranked education workers in a particular job class in the system.
- All education workers in an identified closing school shall have the opportunity to indicate their preferred geographic locations in ranked order. Any other surplus education workers from other schools shall be given the same opportunity to indicate their preferred geographic locations.
- A joint Union/Management committee shall convene at least ten (10) months prior to the school closure/amalgamation in order to

commence an organizational timeline for the staffing process for that school year.

- Surplus education workers shall be moved to identified vacancies based on seniority, qualifications and geographic proximity to one's residence.
- It is understood that after all surplus education workers have been placed, that any existing vacancies shall be considered for members who have requested a transfer. After that any resulting vacancies shall be available to part-time members 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/amalgamation and the desire to place affected members as expeditiously as possible, Bargaining Units should consider having the process occur after placement of surplus education workers.

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

Chief Negotiators should ensure that ~~support-staff~~ education workers in the closing school have first right of refusal to a position in the opening school. In the event that an education worker refuses a position in the opening school, that position will be offered to other qualified staff in that job class, according to seniority. The education worker who refused the position will be offered a position thereafter according to their position on the seniority list. Education workers who do not wish to move to the new school because such a move shall place them in excess of (XX) kilometres from their home may request a transfer and be placed through the transfer process.

*Point 3 - school opening (increasing the total # of elementary/secondary schools)*

Should a District School Board open a new elementary/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 Joint Union/Management Committee shall convene to review staffing requirements of the new school as soon as practicable.