

THE REDUNDANCY/REASSIGNMENT AND LAYOFF PROCESS

May 7th is the **DEADLINE** for teachers to be notified of layoff and **ALL** teachers should be familiar with the process for redundancy/reassignment and layoff as outlined under Article 9 of the Provincial Collective Agreement (*Article 47 in the Labrador West Collective Agreement*).

Article 9 outlines the process that school districts are required to follow as they prepare and finalize staffing plans for the 2019-20 school year.

Teachers should be informed of and take steps to ensure that the redundancy process is properly followed in their circumstances.

As well, Article 9 can be found on pages 4-6 in the Provincial Collective Agreement and Article 47: Layoff can be found on pages 25-27 in the Labrador West Collective Agreement. The Collective Agreements can be accessed at www.nlta.nl.ca.

During any year in which there is a reduction or a realignment of teaching units in a school, a position(s) in a school may be designated as redundant. The actual removal of a position(s) can be accommodated through

one of two means: i) through the natural attrition process, created by teacher retirements or resignations and the school district's decision not to fill the vacancies that have been created; or ii) through the redundancy/reassignment/layoff process, as outlined in Article 9. Even when the number of retirements and resignations are equal to or greater than the number of teaching units that are scheduled to be removed because of redundancies, there still exists the possibility that redundancy in a school may occur for program reasons. Redundancies in a school can have implications not only for teachers in that school, but in neighboring schools as well.

Any teacher who has been notified by his/her school administrator and/or school district personnel that their position is redundant and that they will be reassigned or laid off for the following school year should consult with the designated Administrative Officer in Programs and Services responsible for their school district/region. (The NLTA number is 726-3223 or toll free at 1-800-563-3599.) The school district assignments for each Administrative Officer are listed below:

NL English School District:	Avalon Region	Avalon East	Ian Crewe	ext. 232	icrewe@nlta.nl.ca
		Avalon West	Darrin Pike	ext. 226	dpike@nlta.nl.ca
	Central Region	Nova Central	Deana Hatcher	ext. 270	dhatcher@nlta.nl.ca
		Burin	George Tucker	ext. 245	gtucker@nlta.nl.ca
		Vista	George Tucker	ext. 245	gtucker@nlta.nl.ca
	Western Region		Miriam Sheppard	ext. 230	msheppard@nlta.nl.ca
	Labrador Region		John Veitch	ext. 244	jveitch@nlta.nl.ca
Conseil Scolaire Francophone Provincial de Terre-Neuve et du Labrador			John Veitch	ext. 244	jveitch@nlta.nl.ca

School District Teacher Online Profiles:

In determining a teacher's capabilities, the school district will first rely upon the information contained in a teacher's online profile. It is important, and strongly recommended, that all teachers create, review and update if necessary the information in their online profile to ensure that it is complete, accurate and reflective of their teaching experience and qualifications.

Steps in the Redundancy Process

The following are the steps in the redundancy process which teachers should ensure are applied to their circumstances (clause numbers noted are from the Provincial Collective Agreement but the provisions and process described are provided for in the Labrador West Collective Agreement and apply in the same manner within the Labrador West bargaining unit):

Step I:

Clause 9.01: Defines seniority as the total length of time employed as a teacher in Newfoundland and Labrador, and identifies May 7 in the school year as the date of calculation of seniority for the purpose of reassignment and layoff for that year.

Each teacher must ensure that their placement on the school district's seniority list accurately reflects their entire teaching service in the Kindergarten to Level III public school system in the province. Time taught outside the province or outside of the Kindergarten to Level III school system cannot be credited as seniority. If there are discrepancies between a teacher's calculation of seniority and the school district records, it is the teacher's responsibility to notify the school district as soon as it is discovered.

Step II:

Clause 9.02: Where it is determined by the school district that a teaching position in a school is being declared redundant, the senior teachers shall be reassigned to the remaining positions within the school that they are capable of filling. Subject to capability, the reassignment process shall be as follows:

- (a) tenured teachers;
- (b) teachers on a one-year probationary contract;
- (c) teachers on a two-year probationary contract;
- (d) teachers on probationary contracts in accordance with Clause 7.05.

This effectively means that the junior teacher should be the person leaving the school unless the junior teacher is teaching something that no other more senior teacher is capable of teaching while still fulfilling the program needs of the school.

Step III:

Clause 9.03(a): A teacher, who is not reassigned in accordance with Clause 9.02, shall have priority, based upon seniority, subject to capability, to vacant teaching

positions or positions held by junior teachers, in the following order of priority:

- (i) within the community;
- (ii) within the nearest community, within the school district, where such a position exists.

A teacher who is reassigned and notified in writing in accordance with Clause 9.07(b), has five (5) working days following their notification to notify the school district of his/her acceptance or rejection of the reassignment.

Step IV:

Clause 9.03(c) states that, notwithstanding Clause 9.09, any teacher who refuses reassignment in accordance with Clause 9.03(a) in any particular year shall not be entitled to further consideration for reassignment in that year. A teacher who refuses reassignment in accordance with Clause 9.03(c) can apply for transfer to vacant positions during the remainder of the school year and will be considered with all other teachers who have applied for transfer to the same position. If the individual is unsuccessful in obtaining a transfer before the end of the school year, the teacher will be deemed to be laid off and placed in recall subject to Clause 9.10 after the end of the school year (see Step V below).

NOTE: With respect to Clauses 9.02 and 9.03, in determining capability to fulfill the requirements of the job function, the school district shall consider the overall ability of the teacher to perform the functions of the position in accordance with the currently modern standards required for the position. As per Clause 9.05, reassignment contemplated by Clauses 9.02 and 9.03 shall be to a comparable position, where possible.

Step V:

Any teacher, who is declared redundant and not reassigned, in accordance with Clauses 9.02 and/or 9.03, is deemed to have been "laid-off" and placed on recall. Any teacher placed on recall will be offered vacant comparable positions during the subsequent three (3) years following the layoff before the positions are advertised (Clauses 9.09 and 9.10). For the purpose of recall, a layoff does not take effect until the end of the contract year (the last day of school for teachers).

It is the teacher's responsibility to inform the school district of their interest in and availability for recall in the subsequent three years after layoff.

If you have any questions or need further information contact mail@nlta.nl.ca or 726-3223 or toll free 1-800-563-3599.