

THE REDUNDANCY/REASSIGNMENT AND LAYOFF PROCESS (FOR TEACHERS AND TEACHING AND LEARNING ASSISTANTS)

As the “Spring Staffing Season” approaches, both teachers and teaching and learning assistants (TLAs) should familiarize themselves with the process of redundancy/reassignment and layoff. The information provided below outlines this process and offers advice on what teachers and TLAs should do in the event that they are affected. While the process is essentially the same for both job classifications, there are some subtle differences that are noted throughout the information provided. Finally, whenever an individual is in doubt or has questions, they are always encouraged to contact an Administrative Officer at the NLTA.

May 7th is the **DEADLINE** for teachers to be notified of layoff. **May 28th** is the **DEADLINE** for TLAs to be notified of layoff. **ALL** teachers and TLAs should be familiar with the process for redundancy/reassignment and layoff as outlined under Article 9 of the Provincial Collective Agreement (Article 47 of 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 2020-21 school year. The Collective Agreements can be accessed under “Publications” on the NLTA website at www.nlta.nl.ca.

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

During any year in which there is a reduction or a realignment of teaching and/or TLA 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 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/or resignations are equal to or greater than the number of units that are scheduled to be removed from a school due to redundancies, it is still possible that redundancies may occur for programming reasons. Redundancies in a school can have implications not only for teachers and TLAs in that particular school, but also in neighboring schools as well.

Any teacher or TLA who has been notified (on or before May 7 or May 28, respectively) by their school administrator 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 school district assignments and contact information for each Administrative Officer are listed below:

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

Steps in the Redundancy Process

The following are the steps in the redundancy process which teachers and TLAs should ensure are applied to their circumstances (clause numbers noted are from the Provincial Collective Agreement but the provisions and process described are also 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 (May 28 for TLAs) in the school year as the date of calculation of seniority for the purpose of reassignment and layoff for that year.

Each teacher and TLA should 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 public 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. School districts must post seniority lists in all schools by no later than January 31 of each year, listing teachers’ and TLAs’ accumulated seniority as of December 31.

Step II:

Clause 9.02 (Clause 9.03 for TLAs): Where it is determined by the school district that a teaching position or TLA position in a school is being declared redundant, the senior teachers (or TLAs, as the case may be) shall be reassigned to the remaining positions within the school that they are capable of filling. Subject to capability, the seniority based priority for redundancy/reassignment purposes 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. (not applicable to TLAs)

This effectively means that the junior teacher (or TLA) should be the person reassigned outside of the school unless the junior person is teaching something that no other more senior person is capable of teaching while still fulfilling the programming needs of the school. ***It is VERY important to note here that reassignment is distinct within the separate job classifications of teachers and TLAs respectively – teachers CANNOT be reassigned to TLA positions, and TLAs CANNOT be reassigned to teaching positions through the redundancy/reassignment process.***

Step III:

Clause 9.04(a) (9.05(a) for TLAs): A teacher (or TLA, as the case may be), who is not reassigned in accordance with Clause 9.02 (Clause 9.03 for TLAs), shall have priority, based upon seniority, subject to capability, to vacant teaching or TLA positions or positions held by junior teachers or TLAs, 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 9.12(b) (Clause 9.13(b) for TLAs), has five (5) working days following their notification to notify the school district of their acceptance or rejection of the reassignment. ***It is VERY important to note again that reassignment is distinct within the separate job classifications of teachers and TLAs respectively – whether within or outside of their own school, teachers CANNOT be reassigned to TLA positions, and TLAs CANNOT be reassigned to teaching positions through the redundancy/reassignment process.***

Step IV:

Clause 9.04(c) (Clause 9.05(c) for TLAs) states that, notwithstanding Clause 9.11, any teacher or TLA who refuses reassignment in accordance with Clause 9.04(a) (Clause 9.05(a) for TLAs) in any particular year shall not be entitled to further consideration for reassignment in that year. A teacher or TLA who refuses reassignment in accordance with Clause 9.04(c) (Clause 9.05(c) for TLAs) can apply for transfer to vacant positions during the remainder of the school year and will be considered along with others who have applied for transfer to the same position. If the individual is unsuccessful in obtaining a transfer to another permanent position before the end of the school year, the teacher or TLA shall be deemed to be laid off and placed in recall, subject to Clause 9.10, as of the end of the school year (see Step V below).

NOTE: With respect to Clauses 9.02 and 9.04 (Clauses 9.03 and 9.05 for TLAs), 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 9.07, reassignment shall be to a comparable position, where possible.

Step V:

Any teacher or TLA who is declared redundant and not reassigned (including those who refuse their reassignment), is deemed to have been “laid-off” and placed in recall. Any teacher or TLA placed in recall shall be offered any vacant comparable positions that arise during the subsequent three (3) years following the layoff before such positions are advertised (Clauses 9.11, 9.12 and 9.13). 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 and TLAs). ***It is VERY important to note here that recall is distinct within the separate job classifications of teachers and TLAs respectively – teachers who have been laid off CANNOT be recalled to TLA positions, and TLAs who have been laid off CANNOT be recalled to teaching positions.***

It is the responsibility of the individual teacher or TLA to inform the school district of their interest in and availability for recall in the subsequent three years following layoff. .

If you have any questions or need further information contact mail@nlta.nl.ca.

School District Teacher Online Profiles:

In determining a teacher's capabilities, in accordance with the collective agreements, the school district does 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 to date.