

OSSTF/FEESO Model Language: Job Security

RECALL PROCEDURES

Updated: 2023

Issue: Agreements should include provisions ensuring procedures for "recall" of employees who have been laid off and who have had their employment terminated.

Employees who have been laid off and who have had their employment terminated should have rights to preferential hiring when positions become available. These rights can be ensured by establishing a list of those employees eligible for recall. This recall list should be established on the basis of seniority. Language in the Collective Agreement must determine the recall procedures, right to employment and period of eligibility for recall.

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 Board 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.

It is important to ensure language exists in the Collective Agreement with respect to the employer maintaining and distributing seniority lists.

NB: Collective Agreements should incorporate provisions which not only deal with recall procedures, but also the principle and application of seniority, geographical area, job security provisions, lay-off procedures, contracting out and the use of peer tutors, co-op students and volunteers.

RECOMMENDED CLAUSES:

- XX.01 Any employee whose employment has been terminated in accordance with the provisions of seniority, and lay-off procedures of this Agreement (Article(s) _____) shall be eligible for recall from the effective date of termination and shall maintain relative position on the seniority list.
- XX.02 Employees will be entitled to recall in order of greatest seniority within the bargaining unit, provided the individuals have the ability and qualifications to fill the positions for which they are recalled.
- XX.02.01 An employee has the right to refuse recall to a position offered by the Employer, without prejudice to the employee's recall rights.
- XX.02.02 A Member previously on a full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.

- XX.02.03 A Member who was on a full-time assignment shall have the right to refuse a part-time position without losing the right of recall.
- XX.03 Until all employees on lay-off have been given an opportunity for recall in accordance with XX.02, no new employee will be hired.
- XX.04 An employee who accepts a position in accordance with this Article shall be reinstated as though there had been no interruption in service with full rights and benefits unless specifically modified by this agreement.
- XX.05 All employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent mailing address, personal email address, and telephone number.
- XX.06 When a position becomes available, the Employer shall make every effort to contact the employee being recalled.