OSSTF/FEESO Model Language: Job Security

SENIORITY

Updated: 2022

It is important to consider how equity may be impacted by seniority language, especially in Bargaining Units that have multiple job classes or possibly how seniority from different Bargaining Units may or may not be considered when an employee begins a new job class. For this reason, Bargaining Units may need to modify the following language for their purposes.

Issue: The protection that is provided to employees must be based solely on length of employment - last in, first out. Seniority rights must apply during any probationary period. Seniority should be based on service (in the Bargaining Unit) from the first day of work (after being hired). This is the time honoured method of determining seniority which OSSTF has long supported.

The inclusion of seniority clauses in a collective agreement is fundamental to job security provisions. The Bargaining Unit and the employer must agree that all employees have entitlements, based on length of service (in the Bargaining Unit). This criterion should apply equally to all employees, including those who are part-time, casual, or on leave.

Seniority may be continuous or aggregate. Continuous seniority includes only the number of years of service from the most recent date of hiring. Aggregate seniority includes all years of service (in the Bargaining Unit). Aggregate seniority may only be used as a tiebreaker within a seniority list.

Seniority is measured from the first day of work and accumulates at the same rate for all employees including those with less than a full assignment and those on authorized leaves including periods of lay-off. Seniority based solely on the first day of work removes penalties for employees who are willing to work a reduced schedule or to take leaves of absence.

Separate seniority lists may be established for different employee groups within a Bargaining Unit.

Arbitrators have held that seniority systems that do not provide credit for employees on LTD are in violation of the Human Rights Code.

Collective Agreements should incorporate provisions which not only deal with the principle and application of seniority, but also the development of surplus, transfer, redundancy, lay-off and recall procedures.

Recommended Clauses:

XX.01 By _ (date)_ , the Employer shall, in consultation with the Bargaining Unit, have developed (a) list(s) of all Bargaining Unit Members with the Employer as at _ (date)_ , in order of their seniority, showing each employee's name and occupational classification.

XX.02 Seniority shall be the length of continuous service with the _____ Employer (as a Bargaining Unit Member) from the first day worked after being hired, and shall include service with the Employer prior to the certification of the bargaining unit.

XX.03 An employee who is absent from work due to illness, approved leave of absence, or layoff with recall rights shall continue to accumulate seniority during the period of such absence.

XX.03.1 The seniority list(s) shall be posted electronically and/or in all worksites and copies forwarded to the President of the Bargaining Unit no later than _(date)__ and_(date)__ of each year.

XX.03.2 Errors in the calculation of seniority shall be brought to the attention of the Employer by any employee within thirty (30) work days or the list shall be deemed correct.

XX.04 Newly hired Bargaining Unit Members shall be added to the seniority list based on their first day of work.

XX.05 Should a tie in rank ordering occur based on the first day of work the following criteria shall be used to break the tie in order below:

XX.05.1 Total years of experience with the Employer and its predecessor Employer(s) within the Bargaining Unit) then;

XX.05.2 Total years of experience with the Employer (outside the Bargaining Unit) and its predecessor Employer(s) then;

XX.05.3 Total years of experience in a similar job class within OSSTF/FEESO then;

XX.05.4 Total years of experience in a similar job class;

XX.05.5 By lot conducted by the Employer and the Bargaining Unit President.