

JOB SECURITY PROVISIONS (ED WORKERS)

Updated: 2022

Issue: Bargaining Units should make job security a vital negotiating objective.

While management does not normally object to including seniority and layoff provisions in a Collective Agreement to deal with instances of required personnel reduction, efforts to negotiate guarantees of job security are usually met with determined resistance.

Education Worker Bargaining Units must negotiate job security provisions which will protect bargaining unit members against arbitrary cutbacks to the existing workforce, particularly where accompanied by no guarantees against increased workload.

A variety of strategies can be employed to try to maintain job security. Guaranteeing the current staffing complement is one method which can be attempted first.

RECOMMENDED CLAUSES:

XX.01 During the period this Agreement remains in force, the number of full-time equivalent employees in the Bargaining Unit shall not be reduced.

It may be somewhat difficult to negotiate total job security for all members of the bargaining unit. Where this is not possible, negotiators should try to achieve the maximum degree of job security possible for every employee. This could be accomplished, perhaps, by guaranteeing a certain minimum staff complement for the bargaining unit as a whole or by job classification.

XX.02 Unless otherwise (mutually) agreed by the employer and the Bargaining Unit, the number of hours available to an employee shall not be reduced.

XX.03 During the period this Agreement remains in force, the minimum number of full-time equivalent employees in each job classification shall be as follows:

- XX.03.1 educational assistants - appropriate numbers
- XX.03.2 psychologists - appropriate numbers
- XX.03.3 secretary I - appropriate numbers
- XX.03.4 secretary II - appropriate numbers
- XX.03.5 secretary III - appropriate numbers
- etc.

If XX.01 to XX.03 cannot be achieved in bargaining, provisions should be included in the layoff process to ensure that every method of reducing staff, short of layoff, is explored. This would include natural attrition such as retirements or resignations, paid and unpaid leaves of absence, offers of alternate work inside the bargaining unit, and reduced workload. Only when these alternatives have been exhausted should layoffs be utilized.

XX.04 Where a reduction in the number of employees becomes necessary, the employer agrees to adhere to the following procedure:

XX.04.1 The employer shall review the job descriptions and distribution of work among all employees in the Bargaining Unit, including an estimate of the workload of each employee in each job classification.

XX.04.2 The Bargaining Unit shall receive a copy of the study outlined in XX.04.1 prior to any action being taken by the employer to reduce staff.

XX.05 The employer shall take the following steps, in order, before utilizing the layoff procedure set out in Article _____:

XX.05.1 inviting retirements;

XX.05.2 accepting voluntary resignations;

XX.05.3 offering leaves of absence to interested employees;

XX.05.4 offering employees opportunities for alternate jobs within the Bargaining Unit;

XX.05.5 offering interested employees the option of taking a reduced workload;

It should be carefully noted that where a reduction in employees occurs, remaining employees must not be burdened with increased workload.

XX.06 Where the number of employees in the Bargaining Unit is decreased, in accordance with the layoff procedure set out in Article _____, or for any other reason, the workload of remaining employees will not be increased.

Job security provisions can be negotiated with some employers; the task may be formidable but not necessarily impossible. Where the quality of service to the educational community is not respected by an employing school board, OSSTF negotiators must make every effort to preserve staff complements and protect our members from increased workload.

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