

Labour Relations Advice

SENIORITY

The word **seniority** generally carries a great deal of weight in unionized workplaces. But what is it, exactly, and how does it apply to FSA members?

When dealing with various aspects of employment—which worker chooses their vacation first or the order of layoffs—unions have fought for the principle of seniority. At its most basic, seniority means that longer serving workers accrue additional benefits.

Seemingly in line with this history, the definition of seniority in our Collective Agreement (CA) states that “[r]egular Employees will accrue seniority based on service time...” (Article 7.3.1). In other words, the longer you have worked at BCIT, the more seniority you will have—although this does not include auxiliary employment, such as that of instructors in Part-Time Studies (PTS).

Yet history takes detours. Where seniority meets **collegial**

governance at BCIT, you find a preference for the belief that everyone is equal and deserves an equal vote; equality typically comes ahead of seniority within our CA. So, for instance, these items are not decided by seniority: planning vacation, distributing workload, planning and implementing a Department’s operations.

A senior member of the FSA has no more right to vacation planning than their junior colleague. Similarly, for claims on overtime, there is no requirement that BCIT offer extra paid work to the most senior employee in their Department. With respect to Departmental planning and distribution of work, seniority is once again not the driving factor (see Articles 14 and 8.8 - 8.9). Instead, Article 1.8.5 states that “[e]ach member of the Department shall participate in deliberations and decision with a single voice and a single vote.”

This is democratic language. Where the CA bestows powers upon a Department, it is expected that each person in that Department shall deliberate and have equal say in the outcome. This is true in both teaching and non-teaching Departments of regular members. Vacation planning, to give one example, should be accomplished by deliberation and voting, if necessary. To give another, senior regular instructors that have taught a course for many years may lose that course through Departmental deliberations and be assigned new courses to teach. As long as the member was given a fair opportunity to deliberate and to vote, there is no violation of the Collective Agreement.

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