Explanatory Guide to CAW Local 555 Unit 1 Seniority

The following is a summary of the rules governing the acquisition of CAW Local 555 seniority for Members of the Unit 1 bargaining unit. This guide is based on the Collective Agreement that expires 31 August 2012, especially Articles 2, 3.02, 14, 15.09(f), 16.04(b)ii, 16.08(b), 17.02(b), 17.06(g), 17.14(a) (b) (d), 18.04(a), 19.01(b)i, and 19.02(c) and the Letter of Understanding on CAW Local 555 Bargaining Unit Seniority, but is not meant to be an exhaustive or complete statement.

1. How Seniority Is Calculated

a) Seniority is the length of continuous service within the Bargaining Unit from the most recent date of employment with the Employer. *(Article 14.01)*

b) Continuous service includes those in regular seasonal/sessional positions. *(Article 3.02(e))*

c) Continuous service includes time on Priority Placement and/or Layoff/Recall, LTD and approved leaves. *(Articles 14.01(c), 16, 17)*

d) Continuous service includes service as a temporary or casual employee excluded from the Bargaining Unit under Article 2.01(d) of the Collective Agreement, which directly precedes work in a Bargaining Unit position, with no gap in service or a gap in service of one month or less, or which follows a seasonal/sessional pattern.

e) Continuous service may include transfer of service from other units of CAW Local 555 outside this Bargaining Unit (eg. Unit 2 RMA).

f) Continuous service will include service as a TMG Confidential employee under Article 2.02(i) of the Collective Agreement once the person has come into a Bargaining Unit position.

g) Continuous service includes service in a Career Growth position which is TMG once the employee has returned to a Bargaining Unit position. *(Article 19.02)*

h) Continuous service does not include service in a TMG Management position or other McMaster position excluded from the Bargaining Unit not covered in the clauses above. *(Article 14.03(b))*

2. How Seniority Is Earned

a) Seniority accrues at the rate of one year for each additional year of employment where the employee's regular scheduled hours are 910 hours per year or more. (Article 14.01(b))

b) Seniority accrues at the rate of one half year for each additional year of employment where the employee's regular schedule is for less than 910 hours per year. (Article 14.01(b))

c) No incremental amount of Seniority is earned due to working overtime or additional hours beyond the regularly scheduled hours of work of the position. (Article 14.01(d))

d) Before the first Collective Agreement date of 31 August 2001, Seniority is counted at the full time rate regardless of whether the actual service was full time or part time.

e) Seniority is only effective once an Employee has completed probation. (Article 14.02(b))