

What Seniority Is Used For?

1. Probation, Just Cause and Discipline

Having seniority means that you have completed the probation period (Article 14.02(b)) and any discipline has to be for just cause. (Article 12)

2. Shift Work

Where shift work is newly introduced, the choice of which shift is worked shall be offered on the basis of seniority among qualified Employees. If opportunity to work the new shift is declined, the least senior Employee shall be appointed. (Article 15.09(f))

3. Vacation Scheduling

Scheduling conflicts between 2 or more Employees shall be resolved on the basis of seniority. An Employee who has failed to submit a vacation request by that deadline may not subsequently rely on seniority to establish priority in a scheduling conflict. An Employee transferring to another department may not rely on seniority in a scheduling conflict when the effect would be to cause a cancellation, in full or in part, of a previously approved vacation request. (Article 16.04(b)ii)

4. Redundancy

Redundant Employees in affected positions will be identified for the purposes of layoff in the inverse order of seniority based on the seniority list in effect in accordance with Article 14.02, provided that the remaining Employees can carry out the remaining work of the department with minimal training. (Article 17.02(b))

5. Displacement Process (Article 17.07)

- (d) An Employee participating in the Displacement process will be given the opportunity by the Employer to displace another Employee, subject to the following rules:
- i. the displacement shall be of the least senior Employee, whose position is at the same or lower pay grade in an eligible position where the displacing Employee has the qualifications, skills, ability, and relevant experience to perform with Minimal Training the work of the position held by the Employee to be displaced;
 - ii. seniority shall be determined by reference to the Seniority List maintained in accordance with Article 14.02, and the list of Employees on probation, as those lists exist on the date the Employee receives notice of layoff;

6. Layoff and Recall (Article 17.08)

- (a) Employees will have recall rights for 18 months or, where the Employee has 5 or more years of seniority, for 24 months from the date of initial layoff.
- (b) Seniority will continue to accrue during a layoff.
- (d) Employees on the recall list will be recalled, in order of seniority, to vacant positions in the same or lower pay level as they held at the time of layoff, provided they possess the qualifications, skills, ability, and relevant experience to perform the work of the vacant position with minimal training.

7. Appointments and Promotions (Article 18)

Employees with seniority have certain priority advantages for appointments.

- The Employer may specify on a job posting that applications are restricted to current Employees (i.e. those who have CAW Local 555 bargaining unit seniority). (Article 18.02(a))
- All Employee applicants to the posted vacancy who may be qualified for the position and who apply within the initial 5 working day period outlined in Article 18.03(c) will be considered.

- If the selection for a posted vacancy is to be made from two or more applicants whose qualifications, skill, ability and relevant experience are considered to be relatively equal, preference will be given to the Employee with the greater seniority. (*Article 18.04(b)*)

8. Career Growth Opportunities

All posted temporary assignments will be available to Members, with at least one year's seniority, as Career Growth opportunities unless specifically stated otherwise. (*Article 19.01(b)*)

Members can lose their seniority for the following reasons:

- they are discharged for just cause and not reinstated;
- they resign or retire;
- after a layoff they fail to return to work as per Article 17;
- they are laid off for a period longer than provided for in Article 17;
- they are absent from work without authorization from their supervisor and without reasonable justification for 5 consecutive working days and fail to contact their supervisor within 7 calendar days from the date a notice was sent by registered mail to the Employee's current address on file;
- they accept severance pay.

(The above reasons are outlined in *Article 14.03(a)*)

- they accept a position with the Employer outside the bargaining unit on or after the effective date of the current Collective Agreement, except as provided in Article 19.02.

(This reason is outlined in *Article 14.03(b)*)

