



POLICY PAPER

RE: SENIORITY REINSTATEMENT

Adopted by Executive Council: September 19, 2016

Reviewed by Advisory Committee: June 2, 2016

Purpose:

On occasion, a member may believe that their seniority should be amended to acknowledge past service. This policy paper has been established to provide criteria for which seniority can or cannot be reinstated.

Process:

All claims for seniority reinstatement must be made in writing, either by letter or email, and must be forwarded to their applicable Vice-President for review. The Vice-President will review the request to determine if the member's collective agreement has a seniority reinstatement provision and if the member's request meets that provision.

Request Does Not Meet Collective Agreement Criteria:

If the request does not meet the provisions within the member's collective agreement, the Vice-President will advise the member in writing, either by letter or email, with an explanation as to why they do not meet the provision(s) in their collective agreement. Should the member not agree with the Vice-President's interpretation of the collective agreement language, they may appeal the Vice-President's decision to the Advisory Committee. This appeal must be made in writing, either by letter or email, and must explain why they believe the Vice-President's interpretation of the collective agreement language is in error. The Advisory Committee will review the appeal and will advise the member of their decision.

Request Meets Collective Agreement Criteria:

If the Vice-President determines that the member's request does meet the clear language of their applicable language, the request will then be forwarded to the Advisory Committee to review in terms of this policy paper.

The Advisory Committee will review the request to determine if the member meets any of the scenarios listed within this policy paper and will advise the member in writing as to whether or not their seniority will or will not be reinstated. The applicable Vice-President will be copied on the decision of the Advisory Committee to ensure the employer is advised and the member's seniority is adjusted, if applicable.

Definition:

Seniority – is defined as continuous employment, with the exceptions noted below, with one of the employer groups represented by MoveUP while maintaining good standing as a member of the Union.

	<u>Leaves MoveUP</u>	<u>Returns to MoveUP</u>		
A	Voluntary	Voluntary	Policy	Dues
1	Leaves employer Bargaining unit with 3 years membership. (Out time: Two years maximum)	Comes back to original MoveUP Bargaining Unit within 2 years (Must have five (5) years continuous service as a MoveUP member and as a regular employee within the bargaining unit	Establishment Period: Can reinstate seniority for 'IN' period to become effective after 5 years of service after return to bargaining unit. The decision to reinstate must be made by the end of year 2.	All outstanding fees must be paid by the end of year 5.
2	Post maternity bulletin rights	Bulletin <u>Rehired back into a MoveUP job</u>	Retains previous seniority	Min. dues
3	Promoted out of bargaining unit	Bulletin for <u>Rehired back into a MoveUP job</u>	No seniority	*
4	Educational leave and other voluntary leaves	Returns to a MoveUP job	Retains previous seniority	Min. dues
5	Temporary promotion to excluded position		Full seniority	Full dues
6	To act as full-time officer or representative of MoveUP or full-time employment with MoveUP	Returns to previous <u>MoveUP</u> job	Full seniority	*
7	Has 3 years plus seniority and goes to another bargaining unit with same employer	Bulletin <u>Rehired back into a MoveUP job within 1 year</u>	Retains previous seniority	Minimum dues
8	Goes to another bargaining unit with same employer on a temporary basis	Returns <u>Rehired into a MoveUP job</u>	Full seniority	Minimum dues

Further: (Re: (A)(1))

1. Prodigal member must pay 6 months minimum dues, or the total for their out-time period, which ever is greater.

B	Involuntary	Voluntary	Policy	Dues
1	Laid off and no placement	Recalled or bulletined <u>rehired</u>	Full seniority for recall period	Minimum dues or period of layoff upon reinstatement

2	Laid off and placed in excluded job	Bulletins <u>Rehired for into a MoveUP job</u> after expiry of recall	No seniority	*
3	Laid off	Rehired after expiry of recall	No seniority	*
4	Conscripted leaves (& Maternity/Parental)	Return to <u>previous</u> job	Full seniority for period of leave	1 1/2% of income or minimum
5	Terminated (temp. or just cause)	Rehires <u>into a MoveUP job</u>	No seniority	*
6	Company takes job out	Bulletins <u>Rehired into a MoveUP job</u> back in period equivalent to recall	Pay back for period excluded	1 1/2x minimum dues
7	Income continuance, LTD	Returns to work a <u>MoveUP job</u>	Full seniority	Minimum dues for period of income continuance

C	Voluntary	Involuntary	Policy	Dues
1	Promoted to excluded position	Union brings job back in	No seniority	*
2	Terminates	Organize new unit or merger	No seniority	*
3	Hired into excluded position	Union brings job back in	No seniority	*

D	Involuntary	Involuntary	Policy	Dues
1	Company takes job out	Union brings job back in	Pay back for period excluded	1 1/2x minimum dues
2	Government takes job out	LRB grants successor grievance	Full seniority	Full dues

E	<p>Part Time Employee Seniority shall be pro-rated on a regular hours worked basis for part time employees but not for overtime worked. (Effective September 10, 1986)</p>
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F	Seasonal Employees - (Subject to Annual Recall)			
	Involuntary	Voluntary	Policy	Dues
	Laid off	Rehired <u>into a MoveUP job</u>	Accumulated Seniority	*

G	Involuntary	Voluntary	Policy	Dues
	Bargaining unit is split due to privatization, or sale of the component, or creation of a new organization.	Rehired to original bargaining unit within 10 years (Must have five (5) years continuous service as a MoveUP member and as a regular employee within the original bargaining unit). If there is a break in service from the new bargaining unit the member must meet the criteria as set out in A-1.	Establishment Period: Can reinstate seniority for 'IN' period to become effective after 5 years of service after return to the original bargaining unit. The decision to reinstate must be made by the end of year 2.	All outstanding fees must be paid by the end of year 5.

* Withdrawal of card at time of layoff. (Members must be in good standing.)