

The State Contract Series

For use in understanding the state employees' contract

Article 16 - Seniority

OCSEA supports the use of seniority in selections for promotions, work assignments, order of layoff or recall, overtime and vacations because it is an objective yardstick, free from the influence of favoritism.

The Seniority Tribunal called for in the 2009-2012 contract is not intended to overturn previous seniority decisions made on the basis of time stamp on the employee's personnel action or a previous decision made based on the employees' social security number. Also, no change can be made to a seniority decision made prior to October 1, 1994.

Although there was no direct impact on the way in which seniority was earned or used, the method for determining relative seniority status was changed as a result of the 1993-94 negotiations. Seniority "credits" replaced "dates" as the basis for ranking an employee's seniority. This change reduced confusion over the application of seniority, particularly for part-time employees and for employees who had intermittent status sometime in their state career. Articles 6, 16, and supplements in the appendix of the collective bargaining agreement spell out seniority provisions.

Seniority Credits

The system relies on the number of seniority "credits" an employee has accumulated. Full-time employees will earn one credit for each payroll period during which they held or had a right to return to a bargaining unit position (see Breaks in Service). Part-time employees earn .0125 credits for each hour worked up to a maximum of one seniority credit per pay period.

Thus, at the end of one year of service, a full-time employee will have 26 seniority credits while a part-time employee who worked one-half time will have 13 seniority credits.



Types of Seniority

State Seniority and Institutional Seniority are used to determine employee rights under the OCSEA contract. Other definitions of seniority have been deleted from the contract.

State Seniority reflects OCSEA Bargaining Unit seniority credits an employee has accrued since his/her last date of hire with the State. This is the type of seniority which is used in promotions, layoffs, recalls, overtime and vacation canvases.

Institutional Seniority reflects the total amount of seniority credits an employee has accrued since the last date of hire or transfer into a specific institution. Institutional seniority exists in DRC, MHAS, DODD and Department of Veteran Services (OVH).

Breaks in Service

All seniority is based upon continuous service. However, seniority is NOT interrupted just because an employee is not on the payroll. If the employee has a right to return to the job, seniority continues to accrue in accordance with the OCSEA contract.

The following personnel actions **will** cause a break in seniority:

- Resignation, except when rehired to another state agency, board or commission within 60 days of resignation
- Removal for just cause (unless the removal is later settled or successfully arbitrated)
- Failure to return from a leave of absence
- Failure to respond to a recall from layoff
- Disability separation (see exception in next section)
- Disability retirement (see exception in next section)

Seniority is **not** interrupted by the following:

- Disability leave
- Disability separation with reinstatement rights still available
- Disability retirement with reinstatement rights still available
- Layoff if recalled or re-employed within 24 months from the day of layoff
- Rehire to another agency, board or commission within 60 days of resignation

Non-Bargaining Unit Service

Calculation of seniority for those, who were out of the bargaining unit and then returned to the bargaining unit, follows these rules:

1) If an employee was out of the bargaining unit and returned to the bargaining unit after December 1, 1991, his/her service time is counted as bargaining unit seniority, with restrictions in 16.01 and 16.02.

2) If an employee was out of the bargaining unit and returned to the bargaining unit after January 1, 1992, his/her service time prior to entry to the bargaining unit does not count towards seniority in the bargaining unit, with restrictions in 16.01 and 16.02; and all time worked prior to July 1, 1986 counts towards bargaining unit seniority.

Classifications accreted into the bargaining unit and time spent in non-bargaining unit interim positions and temporary working level assignments are exceptions to the above rules. (e.g. Corrections Sergeant)

Ties

Ties in State Seniority ranking (e.g. several persons hired during the same payroll period) will be broken in the descending order of the last four digits of an employee's identification number. (9999 is high, 0000 is low.) Any remaining ties will be broken by a toss of a coin or lot.

Ties in Institutional Seniority will be broken in the order of State Seniority.

(Note: Prior rankings already determined by date stamp or by last four digits of the social security number were not altered by the conversion to the new seniority credit system.) Thus if an employee's seniority was determined by time stamp or the personnel action for hiring, or by social security number,

the decision will not be overturned by the Tribunal.

Seniority Tribunal

Under the 2009-2012 contract there will be a Seniority Tribunal set up, just as there was in 1994 and 1995. The Tribunal will be made up of two OCSEA bargaining unit members, one OCSEA representative and one representative from the Office of Collective Bargaining.

The new contract states that effective April 1, 2009 all OCSEA bargaining unit employees shall be notified to review their seniority credits to determine if they are correct. This start date will be pushed back slightly because of the effective date of the new contract. The availability and design of the Seniority Credit Discrepancy Form (SDC) will be delayed by the starting date of the new contract. If an employee feels that their seniority credits are incorrect, they shall fill out a Seniority Discrepancy Form (SCD). The forms must be submitted no later than August 1, 2009. The Tribunal will start meeting by June 1, 2009 and will continue meeting until it reviews all of the timely submitted SCD's. Any SCD's submitted after August 1, 2009 will be resolved through the non-traditional arbitration (NTA) process. An employee who disagrees with the Tribunal's determination can appeal the Tribunal's decision back to the Tribunal if the employee has additional information to submit.

The Tribunal has the ability to review the seniority credits of a non-bargaining unit employee who comes into the bargaining unit. This review must take place within six pay periods of when the union is notified of the non-bargaining unit employee coming into the bargaining unit.

Seniority Roster

Quarterly seniority rosters are to be prepared and can be either on paper or on an electronic posting for affected employees, with a hard copy or electronic copy given to the Chapter or Assembly President. An employee can check with his/her union leadership regarding concerns over his/her proper seniority date.

Also, seniority credits will appear on each employee's pay stub.

Initial Probationary Period

An employee in an initial probationary period shall have no seniority until completion of his or her probationary period. Upon completion of said probation, the employee will acquire seniority from his or her original date of hire.

References

Article 6; 16

Revised 10/21

