

## **ARTICLE 11** **SENIORITY**

### **A. Seniority Definitions.**

For the purposes indicated below, seniority shall consist of the total number of continuous service hours of an employee in the State classified service including military service time earned prior to appointment to the State classified service, and service in any excepted or exempted position in State government which preceded entry into the State classified service. Continuous hours shall be recorded in the Human Resources Management Network (HRMN) continuous service hours counter, except that it shall not include the following:

Hours paid in excess of eighty (80) in a pay period;

Hours in non-career appointments, on duty or non-duty disability retirement, lost time, suspension, leave of absence without pay (except for military leave of absence for up to 10,400 hours), or layoff except that school year employees in the Department of Education shall receive continuous service credit for the period of seasonal layoff. Employees off work due to compensable injuries or illness shall continue to accumulate seniority for the full period of absence precisely as though they had been working for purposes of layoff and recall, credit for longevity and State contribution for retirement.

1. Seniority as defined above shall be used for:

a. **Annual Leave Accrual:** If an employee leaves State classified employment and is later rehired, he/she shall accrue annual leave at the same rate as a new hire. However, once a rehired employee has been in pay status for five (5) years, all previous service time shall be credited for annual leave accrual. The only exception shall be for employees rehired who repay severance pay received.

b. **Longevity Pay:** If an employee leaves State classified employment and later is rehired, he/she shall receive no longevity pay. However, once such a rehired employee has been in pay status for five (5) years, all previous time shall be credited for longevity pay. The only exception shall be for employees rehired who repay severance pay received.

c. **Retirement Credit:** In accordance with statutory requirements.

2. The following adjustments shall be made to seniority as defined above for implementation of provisions of Layoff and Recall (Article 12), Assignment and Transfer (Article 13), and Overtime (Article 15).

- a. Military time earned prior to State employment and credited to the HRMN continuous service hours counter, shall be removed from an employee's continuous service hours.
- b. Service in any excepted or exempted position which preceded entry into the State classified service and which was credited to the HRMN continuous service hours counter shall be removed from an employee's continuous service hours.
- c. Upon indefinite appointment to a position within this Bargaining Unit, service in any prior limited term appointment(s) within this Bargaining Unit shall be credited to the employee's Bargaining Unit seniority upon the employee's request to the appropriate Human Resources official.
- d. Employees laid off out-of-line seniority shall continue to receive continuous service credit for their period of lay off not to exceed three (3) years provided that a less senior employee in the same class and level is still working at the work location from which the employee was laid off.

In the event two (2) or more employees are tied in seniority, seniority for purposes of breaking the tie shall be determined by length of continuous service at the current level and any higher level(s) and then at successively lower levels of service. Ties in seniority which cannot be resolved on the basis of seniority in accordance with this Section shall be resolved by reference to the last four digits of the tied employees' social security number with the highest four digit number receiving preference.

#### **B. General Application.**

1. The Employer will be required to apply seniority as defined in this Article only as specifically provided in this Agreement and subject to any limitations set forth in any particular Article or Section of this Agreement.
2. The seniority of Bargaining Unit members transferred prior to the effective date of this Agreement, by Civil Service Commission action from other jurisdictions to the classified State Civil Service, shall begin on the date specified in the Commission action for each assumption, except as provided in Sub-paragraph 3. of this Section.
3. The seniority of Bargaining Unit members who were transferred to the State classified service by Civil Service Commission action pursuant to Act 61 of 1985 shall be as outlined in provisions of the contract addendum dated April 25, 1985, which is hereby incorporated by reference. See Appendix F.
4. A State classified employee retired or retiring under the provisions of any State of Michigan retirement system who obtains employment in a classified position shall be credited with seniority in accordance with the current applicable Civil Service Rules. Retirement credit shall be earned in accordance with statutory requirements.

5. An employee's continuous service record shall be broken and not bridged when the employee separates from the State classified service by means other than layoff, suspension, duty or non-duty disability retirement, or approved leave of absence.

**C. Seniority Lists.**

For A.2. above the Employer will prepare seniority lists by Department, Agency, T.K.U. or mail code, classification and level showing the seniority of all Unit employees on the payroll as of the end of the pay period preceding the preparation date. The seniority list shall be prepared at the end of the first pay period in October and at the end of the first pay period in April, and will be made available for review by employees. A copy of such lists shall be provided to MSEA.

An employee or MSEA shall be obligated to notify the Employer of any error in the current seniority list within fifteen (15) week days after the date such list is made available for review by employees. If no error is reported within this period, the list will stand as prepared and will thereupon become effective for all applications of seniority as specifically provided in this Agreement. For purposes of layoff, seniority shall be continuous service hours as provided herein as of three (3) weeks prior to the date the layoff notices are sent to employees. Any errors in seniority which occur between the finalization of the seniority lists prepared in October or April and three (3) weeks prior to layoff shall be corrected if reported by the employee within fifteen (15) week days of notice of layoff.

**D. Seniority Limitation.**

All employees in or on layoff from a position in these Bargaining Units as of January 13, 1992, shall retain full seniority based on their continuous service prior to that date.

Employees entering these Units directly from a Unit that restricts or limits MSEA Bargaining Unit members continuous service hours shall enter with zero hours of seniority and shall be credited with only those hours accrued within the Unit after entry for purposes described in Section A.2. of this Article.