# ARTICLE 11
# SENIORITY

## Section 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 employment. State Service shall be as recorded in the Human Resources Management Network (HRMN) Continuous Service Hours Counter; except that no hours paid in excess of eighty (80) in a bi-weekly pay period shall be credited. No hours shall be credited for time in non-career appointments, on lost time, suspension, leave of absence without pay (except military leaves of absence for up to 10,400 hours in accordance with federal statutes) 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 illness or disability precisely as though they had been working.

**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.** Seniority as defined above (except that military time earned prior to State employment and credited to the HRMN Continuous Service Hours Counter and except service in any excepted or exempted position as outlined in schedule A or B of the current Civil Service Commission Rules in State Government 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) shall be used for:

**a.** Layoff and Recall
**b.** Assignment and Transfer

Employees laid off out of line seniority shall continue to receive continuous service credit for the period of layoff not to exceed six (6) 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 employee's Social Security

number with the highest four digit number receiving preference.

**Section 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.** 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, or approved leave of absence.

**3.** Following the assumption of employees into these Bargaining Units by Civil Service Commission action from other public or private jurisdictions, the parties shall meet and negotiate the seniority rights of these employees as permitted in Civil Service Commission Rule 2-16.7, effective January 1, 2002.

**Section C. Seniority Lists.**

The Employer will prepare seniority lists by Department, Agency, work location address, worksite address, classification and level showing seniority, as defined in Section A., 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 the Union.

An employee or the Union shall be obligated to notify the Employer of any error in the current

seniority list within twenty (20) 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 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) work days of notice of layoff. Departmental employees and the Union shall be given access to review the statewide departmental seniority lists. The parties agree to pursue additional alternatives to providing such information to employees, including providing such information on paycheck stubs.