

ARTICLE 25

SENIORITY

A. Seniority And Probationary Period:

1. a. All new Full-time employees hired in the unit shall be considered probationary employees for the first one hundred and thirty (130) working days actually worked.

- b. All new Part-time employees in the unit shall be considered probationary employees for the first 979 hours worked (for employees who normally work a 7 1/2 hour day) and for the first 1,044 hours worked (for employees who normally work an 8 hour day).
2. There shall be no seniority among probationary employees. When an employee completes the probationary period, he/she shall be entered onto the seniority list of the unit and shall rank for seniority from the first day of employment.
3. The Union shall represent new hire probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as set forth in Article 1, Recognition Clause of the Agreement, except that at any time during this period the Employer may dismiss the employee and such employee shall not have recourse to the grievance procedure provided the dismissal is for other than union activities.
4. Departmental seniority for employees shall commence after an employee successfully completes his/her probationary period in such Department. Departmental seniority will prevail for purposes of annual leave and overtime preference and bumping rights, layoff and recall rights within the department.
5. Except as provided for under Article 17, Leave of Absence, date of entry into County employment will provide a seniority date that will prevail for purposes of annual leave, sick leave eligibility and accumulation, longevity, retirement and similar "fringe benefits" the Parties hereto may agree.
6. Any employees with the same seniority date shall be considered by the higher number in the last four numbers of their social security number for any situation requiring the need of determination by seniority.
7. An employee who moves to a classification that is not in the bargaining unit shall have his/her bargaining unit seniority frozen as of the date of said move; the employee shall not accumulate any bargaining unit seniority while working in the classification that is not in the bargaining unit.

An employee who returns to the bargaining unit shall retain his/her County seniority.

The Human Resources Department will notify the Union of any movement by a member in or out of the bargaining unit.

B. LOSS OF SENIORITY:

1. An employee shall forfeit seniority rights for the following reasons:
 - a. He/she resigns or terminates his/her employment with the Employer.
 - b. He/she is dismissed and not subsequently reinstated in accordance with appropriate provisions of the Agreement between the Parties.
 - c. He/she is absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure. In proper cases exceptions shall be made by the Employer.
 - d. He/she retires.
 - e. If the employee, except for participants in the Deferred Retirement Option Program, withdraws his/her contributions from the Macomb County Employees' Retirement System.

- f. If he/she does not return to work when recalled from layoff. The recall rights are spelled out in this Agreement between the Parties.
 - g. Return from Sick Leave and Leaves of Absence will be treated the same as B-1.c above.
- C. SENIORITY LIST: The Employer shall post a seniority list once each year during the month of July. The Union shall be notified monthly of any changes, additions or transfers of employees on the seniority list.
- D. SUPERSENIORITY: Notwithstanding their position on the seniority list, Union Representatives directly involved in the grievance procedure shall be retained at work as long as there is work they can perform with minimal training. These representatives are the President, Chief Steward and Stewards. It is understood and agreed that where an alternate or designated Union Representative is functioning on a full-time basis in the absence of the regular Union Representative, the alternate or designee shall be retained at work on the same basis.
- E. UNION SENIORITY:
 - 1. Union seniority, for employees who were recognized as being represented by AFSCME Local 411 as a result of consent election, MERC Case No. R91 F-152, shall be the date of MERC's certification, November 7, 1991, or date of hire, whichever is later.
 - 2. Union seniority, for employees who were recognized as being represented by AFSCME Local 411 as a result of consent election, MERC Case No. R91 K-248, shall be the date of MERC's certification, January 22, 1992, or date of hire, whichever is later.
- F. Part-Time Employees Seniority: Effective as soon as practicable after ratification of this Agreement, Department seniority for part-time employees shall commence after an employee successfully completes his/her probationary period in such Department. Seniority will prevail for job openings. For employees working a 40 hour work week, 2088 hours shall constitute one (1) year of seniority. For employees working a 37.5 hour work week, 1958 hours shall constitute one year of seniority. Part-time employees will receive one (1) normal wage increment after completing 1044 hours of continuous employment for 40 hour employees and 979 hours for 37.5 hour per week employees until the employee reaches the maximum of his/her wage range. Such increments are found in Appendix A. All increments are to be approved or disapproved by the respective Department Head. If the increment has been disapproved, the employee and the Director, Human Resources, shall be notified in writing by the Department Head for the reason(s) for such disapproval.
- G. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.