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7/28/16

COBEA Negotiations
7.28.2016
City Counterproposal

ARTICLE 17 - SENIORITY

Section 1. "Seniority", as used in this Agreement, is determined by the length of an employee's continuous service with the City since last date of hire ~~as an Association, fair share, or religious objection member.~~ "Continuous Service" is defined as that service unbroken by separation from employment with the City of Bend, except that time spent on vacation, sick leave, military leave, or other employer-approved leave of absence with or without pay.

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Employees returning from layoff shall be entitled to credit for service earned prior to layoff.

Section 2. ~~Classification seniority, for layoff purposes, is determined by the length of an employee's cumulative service in the classification held at time of layoff since last date of hire at the City. Employees in classifications that have been re-titled or reclassified by the City shall retain seniority through any such changes.~~

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Section 23. By October 1 of each year and upon request by the COBEA, the City will provide the COBEA with a copy of the bargaining unit seniority list showing last date of hire, and date of last promotion to present classification (only for employees sharing the same City seniority date). Corrections noted by the COBEA shall be brought to the attention of the Human Resources Manager or his/her designee within thirty (30) days.

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Seniority shall be determined by:

1. ~~Hire date, if tie, then,~~ by Article 17: Sect. 1
2. ~~Length of time in classification; if tie, then,~~ *de*
- 3-2. ~~Any further ties or disputes shall be determined by~~ Aa onetime lottery.

If no one protests the seniority shown on their behalf by November 15, each classification seniority list shall stand as conclusive evidence of each person's seniority until the next annual seniority listing.

Section 4. ~~"Continuous Service" is defined as that service unbroken by separation from City employment. Employees returning from military leave, layoff or leave of absence without pay shall be entitled to credit for service prior to leave or layoff.~~

Section 35. An employee shall lose all seniority in the event of voluntarily quitting or discharge.

~~Section 6. If an employee moves into a lower classification previously held, he or she, may bring forward any previous classification seniority earned in that classification.~~

~~Section 47. Seniority shall not be lost for paid leave of any duration and unpaid leave thirty (30) consecutive calendar days or less. Period of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority except for FMLA/OFLA, military leave, and leave without pay resulting from job related illness or injury.~~

~~Section 8. Effective upon ratification, employees shall also receive classification seniority for time spent acting in capacity under the following conditions:~~

- ~~1. An out of class assignment that is for a minimum of thirty (30) consecutive workdays and no longer than twelve (12) months as defined in Article 12, Section 12.~~
- ~~2. The acting time is documented on appropriate Human Resources Personnel Action Form (PAF) documentation.~~