

## ARTICLE 17

### SENIORITY

#### A. GENERAL

1. "Seniority" means the length of an employee's continuous employment service as a bargaining unit employee with a hire date prior to November 7, 1994 with Shawnee State University or its predecessors expressed in terms of "Seniority Years."
2. Seniority is calculated from the first day worked by the employee as set forth in this Article, Sections B, Full-time employees or D, Regular part-time employees, whichever is applicable, and shall include the time spent on approved leaves of absence.

#### B. FULL-TIME EMPLOYEES

A full-time employee hired prior to November 7, 1994 shall be credited with seniority for uninterrupted, continuous employment with Shawnee State University, or its predecessors or any previously recognized Ohio state agencies, in such full-time status. Such credit shall be on the basis of one (1) year of seniority for each year of employment.

Full-time bargaining unit hired on or after November 7, 1994 shall be credited with seniority only for uninterrupted, continuous employment with Shawnee State University or its predecessors. Such credit shall be on the basis of one (1) year of seniority for each year of employment.

Seniority awarded to an Administrative Technical Support Staff (ATSS) employee transferred into the bargaining unit prior to November 7, 2004 shall retain such seniority throughout the bargaining unit assignment.

#### C. PROBATIONARY PERIODS

##### 1. Newly Hired Employees

A newly hired employee shall be considered probationary for a period of one-hundred eighty (180) calendar days, unless mutually extended by the University and the Union for an additional thirty (30) calendar days, from the date of employment in a bargaining unit position. Probationary employees are covered by this Agreement in accordance with its terms except that the final step of the grievance procedure, arbitration, is not available to a probationary employee. During the probationary period, employees can be terminated at the University's discretion.

- a. At or near the midpoint of the new-hire probationary period (e.g. 90 days), a mid-term probationary performance evaluation is required. *A meeting with the employee and the supervisor shall be scheduled to conduct this evaluation. The appropriate union representative will attend the meeting.* Performance progress including any deficiencies, training needs and other work-place issues will be discussed at this meeting. If necessary, an action plan and date for a follow-up meeting will be scheduled.
- b. Time spent as a temporary employee will be applied toward this probationary period if such employee is hired without a break in service into the regular position which was held in temporary service. If a temporary employee is hired without a break in service to a similarly classified position, the employee will serve at least thirty (30) days of the

probationary period in regular service. In either case, terms of this Agreement are not applicable to employees serving in a temporary position.

## **2. Employees Changing Positions**

An employee who moves to a new bargaining unit position shall be considered on probation for a period of ninety (90) calendar days. This time will be used for adequate on-the-job orientation of position requirements and evaluation of the skills and abilities of the employee in the new assignment.

If, during the probation, the University determines that an employee is unable to perform the requirements of the new position, such employee shall be returned to his/her prior position. In such case where the employee is returned to the prior position, the rate of pay shall be adjusted to the rate held previously.

## **D. REGULAR PART-TIME EMPLOYEES**

Effective with the ratification of this Agreement, regular, part-time employees will be credited with one-half (1/2) seniority year for each uninterrupted and continuous employment year with Shawnee State University or its predecessors.

## **E. LOSS OF SENIORITY**

An employee's seniority shall terminate if such employee:

1. Quits or resigns
2. Is discharged
3. Is laid off for a period of more than twenty-one (21) consecutive months (see Article 30 G)
4. Fails to report to work as scheduled after leave of absence or layoff

An employee's seniority shall stop accruing during the time such employee holds an administrative or ATSS position. If such employee returns to the bargaining unit, his/her seniority will be calculated based on years of continuous service less time spent as an administrator or ATSS.

Employees re-employed after termination of seniority shall not regain credit for such terminated seniority.