

### Seniority Comparison Chart

OCSEA	1199	SCOPE	FOP	OSTA
<p><b>Seniority Credit:</b> The total number of pay periods during which and employee held or had a right to return to a bargaining unit position including periods of absence whether paid or unpaid, disability leave, leave for periods of Workers Compensation (up to 3 years), and layoff (as long as the employee remains on the recall list). Each full-time employee shall be credited with one (1) seniority credit for each pay period of continuous service. Part-time and fixed term seasonal employees will be credited with 0.0125 seniority credits for each non-premium hour of compensation not to exceed 1 credit per pay period.</p>	<p><b>Seniority Credit:</b> Same as OCSEA</p>	<p><b>Seniority Credit:</b> Credit for each pay period of continuous service. Each full time employee shall be credited with one seniority credit for each pay period of continuous service. Part-time employees will be credited with 0.0125 seniority credits for each non-premium hour of compensation in each pay period not to exceed 1 credit per pay period.</p>	<p><b>Seniority Credit:</b> Same as OCSEA</p>	<p><b>Seniority Credit:</b> For all employees entering B.U. 1 after March 29, 1989, any time previously served as an employee of any state agency shall not count toward the employee's continuous service.</p>
<p><b>State Seniority:</b> The total OCSEA bargaining unit seniority credits accrued since the employee's last date of hire with the state. (Includes credits earned during an earlier term in an OCSEA B.U. position provided continuous state service.)</p>	<p><b>State Seniority:</b> The total seniority credits accrued pursuant to the provisions of Article 28. <b>Seniority for service prior to June 12, 1986:</b> shall be based on the previous guidelines used in determining State service. These guidelines provide that all service time with Ohio public agencies for which an employee contributes to an Ohio Public Employee Retirement plan count as time toward seniority.</p>	<p><b>State Seniority:</b> The total length of continuous service which an employee has in a position or succession of positions within the employment of the State of Ohio, its political subdivisions, its public libraries or public library districts. Except, employees originally appointed on or after July 1, 1992, shall only receive credit for service in positions paid for by warrant of the Auditor of State.</p>	<p><b>Bargaining Unit Seniority (not referenced as State Seniority in contract):</b> The length of continuous service in a position or succession of positions with in Bargaining Unit Two (2) beginning with the last date of hire or transfer into the Bargaining Unit, as defined by seniority credits.</p>	<p><b>Unit 1 Seniority (not referenced as State Seniority in contract):</b> Seniority shall be defined as the total length of continuous service in a permanent full-time position or succession of positions with the Employer.</p>

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<p><b>Institutional Seniority:</b> The total seniority credits accrued since the employee's last date of hire or transfer into the specific institution where the employee is currently employed. In the case of transfer to a newly activated facility for DRC and DYS employees, institutional credits will be maintained if the transfer takes place within 30 days of the arrival of the first inmate.</p>	<p>Only outlines State Seniority</p>	<p><b>Agency Seniority:</b> The total length of continuous service which an employee has in the employment of the Employing Agency dating back to the original date of hire with the Employing Agency.</p>	<p><b>Classification Seniority:</b> The length of continuous service in a single classification beginning with the last date of hire or transfer into the classification as defined by seniority credits.</p>	<p><b>Unit 15 Seniority:</b> Shall be calculated by taking one-half of the actual time served as a Trooper and the actual time serviced as a Sergeant counted from the most recent date of promotion to Sergeant.</p>
<p><b>Continuous Service:</b> The total # of pay periods during which an employee held or had a right to return to a bargaining unit position including periods of absence whether paid or unpaid, disability leave, leave for periods of Workers Compensation (up to 3 years), and layoff (as long as the employee remains on the recall list).</p>	<p>Same as OCSEA</p>	<p>Same as OCSEA</p>	<p>Same as OCSEA</p>	<p>Same as OCSEA</p>
<p><b>Breaks in service:</b> 1. Separation for greater than 60 days. 2. Resignation. 3. Discharge for Cause 4. Disability Separation &gt; 3 years. 5. Disability Retirement &gt; 5 years. 6. Failure to return from a leave of absence. 7. Failure to respond to a recall from layoff.</p>	<p><b>Breaks in service:</b> 1. Resignation unless rehired within 30 days. 2. Discharge for cause 3. Disability Separation &gt; 3 yrs. (No credit for time on disability) 4. Disability Retirement &gt;5 yrs. (No credit for retirement time) 5. Persons who enter an 1199 bargaining unit after June 1, 2000 shall not carry over any seniority.</p>	<p><b>Breaks in service:</b> 1. Resignation except when the employee is rehired within 30 days* 2. Discharge 3. Failure to return from an authorized leave of absence. 4. Failure to respond to the notification of recall. *An employee who has a "break in service" and who is subsequently rehired or</p>	<p><b>Breaks in service:</b> 1. Resignation or is otherwise separated from employment. 2. Retirement 3. Discharge 4. Failure to timely return without permission from: a. Leave of absence b. Recall after layoff c. Sick Leave d. Disability leave, separation, or retirement</p>	<p><b>Breaks in Service:</b> 1. Quits, resigns, or is otherwise separated from the Patrol for more than one (1) year, except for layoff. 2. Retires unless the employee later returns from disability retirement. 3. Is discharged 4. Fails to timely return without permission from: a. leave of absence b. recall after layoff c. sick leave</p>

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	<p><i>Breaks in Service cont'd</i></p> <p>6. Failure to return from a leave of absence. 7. Failure to respond to a recall from layoff or expiration of rights to recall.</p>	<p><i>Breaks in Service cont'd</i></p> <p>reinstated, shall receive continuous service except for the period of time in which the break in service occurred.</p>	<p><i>Breaks in Service cont'd</i></p> <p>e. Occupational injury leave f. Workers Compensation</p>	<p><i>Breaks in Service cont'd</i></p> <p>5. Is on layoff for a period of time equivalent to the employee's accumulated time in service seniority or twenty-four (24) month for B.U. 1 and thirty-six (36) months for B.U. 15. -When an exempt employee is placed back in the bargaining unit, credit for prior BU service but no credit for exempt service.</p>
<p><b>Part Time Employees:</b> shall receive seniority credits during approved periods of absence based on their average hours in active pay status during their last six pay periods.</p>	<p><b>Part Time Employees:</b> shall receive seniority credits during approved periods of absence based on their average hours in active pay status during their last six pay periods.</p>	<p><b>Silent in Contract</b></p>	<p><b>Silent in Contract</b></p>	<p><b>Silent in Contract</b></p>
<p><b>Tie Breaks:</b> When two or more employees have the same state or institutional seniority, seniority shall be based upon the last four digits of the employee's social security number. The employee with the highest number shall be considered the most senior.</p>	<p><b>Tie Breaks:</b> When two or more employees have the same state seniority, seniority shall be based upon the last four digits of the employee's social security number. The employee with the lowest number shall be considered the most senior.</p>	<p><b>Tie Breaks:</b> When two or more employees have the same state or agency seniority, seniority shall be based upon the last four digits of the employee's social security number. The employee with the lowest number shall be considered the most senior.</p>	<p><b>Tie Breaks:</b> When two or more employees have the same state or classification seniority, seniority shall be based upon the last four digits of the employee's social security number. The employee with the lowest number shall be considered the most senior.</p>	<p><b>Tie Breaks:</b> When 2 or more employees have the same seniority dates, seniority shall be determined by length of service at the facility. Should a tie still exist, seniority shall be based on the Civil Service examination for Highway Patrol Troopers who entered the bargaining unit before January 1, 2012. The employee having the highest examination score shall be considered the most senior. If the examination scores are identical or are unavailable, a coin flip shall determine seniority.</p>

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<p><b>Seniority Lists/Rosters:</b> Quarterly the Employer shall prepare a roster of all bargaining unit employees in an institution, geographic jurisdiction or Agency as appropriate. The roster will list employees in descending order of State seniority credits and will contain each employee's name, State seniority credits and Institutional credits if applicable. Electronic rosters may be utilized where appropriate.</p>	<p><b>Seniority Lists/Rosters:</b> The Employer shall prepare and maintain seniority lists of all employees and shall furnish said lists quarterly to the Union and to the appropriate State of Ohio agencies. Electronic rosters may be utilized where appropriate.</p>	<p><b>Seniority Lists/Rosters:</b> Each employing agency shall furnish to the Association two (2) copies of a list of all employees by work facility, which shall indicate each employee's name, state seniority, agency seniority, and classification. Electronic lists may be utilized where appropriate. Seniority lists shall also be made available for review by employees.</p>	<p><b>Seniority Lists/Rosters:</b> The employer shall prepare and maintain seniority lists of all employees and shall furnish said lists semi-annually to the Labor Council. Such lists shall include the name, current classification, Bargaining Unit seniority, Classification Seniority, last date of hire, and the employee ID number for each bargaining unit employee and location of employees.</p>	<p><b>Contract is silent regarding seniority rosters</b></p>
<p><b>State Seniority shall be used for:</b></p> <ol style="list-style-type: none"> <li>1. RIF, (layoffs) in reverse order of seniority.</li> <li>2. Selection: to fill vacancies if pay range is between 1 through 7 or 23 through 27 unless shown another union employee is demonstrably superior. For other pay ranges, position is awarded based on qualification, experience, education, and active discipline record (not including reprimands). When those factors are equal, state seniority applies.</li> </ol>	<p><b>State Seniority shall be used for:</b></p> <ol style="list-style-type: none"> <li>1. RIF (layoffs) in reverse order of seniority.</li> <li>2. Selection: An open position will be awarded from among those that are qualified according to State Seniority unless a junior employee is significantly more qualified based on the listed criteria.</li> </ol>	<p><b>State Seniority shall be used for:</b></p> <ol style="list-style-type: none"> <li>1. RIF (layoffs) in reverse order of seniority</li> <li>2. Determining annual vacation scheduling where vacation requests conflict.</li> <li>3. Use of seniority in the assignment of Overtime is not mentioned in the contract.</li> </ol>	<p><b>Bargaining Unit Seniority shall be used for:</b></p> <ol style="list-style-type: none"> <li>1. RIF (layoffs) in reverse order of seniority.</li> <li>2. Selection either through permanent/lateral transfer where abilities are determined equal.</li> <li>3. Overtime assignments are offered to most senior qualified employee on duty, then most senior qualified employee assigned to the work location. Else mandated to the least senior employee on duty.</li> </ol>	<p><b>Unit 1:</b> Shift assignments will be made by the facility administrator on the basis of seniority. <b>Unit 15:</b> Shift assignments will be made by the facility administrator on the basis of seniority.</p>

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<p><b>State Seniority use continued:</b> 3. Vacation scheduling. 4. Overtime offerings/mandation.</p> <p><b>Institutional Seniority shall be used for:</b> 1. Pick-a-Post canvassing at each DRC and DYS facility.</p>	<p><b>State Seniority use continued:</b> 1. Vacation canvassing 2. Overtime: is offered first on a rotating basis to qualified employees who usually work the shift where the OT opportunity arises. If no one on the shift offers to work, it will be offered to the qualified employee with the most state seniority. If no one volunteers, OT will be mandated to the qualified employee with the least state seniority.</p>	<p><b>Agency Seniority shall be used for:</b> 1. Selection: Qualifications, work record, performance evaluations and active discipline will be considered in awarding a position. When these factors are equal, agency seniority will be used to award the position.</p>	<p><b>Classification Seniority shall be used for:</b> 1. Vacation canvassing when conflicting requests occur.</p>	<p>Seniority will only be used in the assignment of mandatory overtime after it is first assigned to members of the classification that routinely perform the required task at the facility. In the event of multiple overtime assignments, reverse seniority shall be used.</p>

#### FOR ALL CONTRACTS

- If an employee is recalled from a layoff (either to their original agency or another agency), code at “REH, RCL” and seniority should continue
- If an employee is hired to a new position they do not have recall/reemployment right to, code as “REH, REL” and seniority will typically be reset
- Regardless of code, agency LRO/personnel should check seniority whenever there is a term and rehire and confirm accuracy