

ARTICLE 22 – SENIORITY

22.1 Definitions

22.1.1 Article Definitions

City seniority means the total length of active employment with the City.

Classification seniority means the employee's total length of active service in a classification, which may include title changes or reclassification.

Flex Classification – Employees serving in positions that have been designated as flex classifications may be promoted without being tested from the lower level to the higher classification at the recommendation of management and after meeting the minimum qualifications for the higher level. Employees will serve a qualifying period after a flex promotion. Flex classifications are designated with an “(X)” after the classification title. An example would be Recreation Leader I (X) and Recreation Leader II (X).

Job Series – The classifications belonging to each job series will be determined by mutual agreement between Human Resources and the Association.

Reporting Location means the facility where a given employee reports to work each day.

Work unit means one or more employees who report to a common supervisor. However, two or more work groups in a division or department with similar procedures in Sections 22.5 herein may be considered as one work unit for purposes of this Article.

22.1.2 Common Definitions

The following are terms used in this article that have definitions in Article 3:

- Classification;
- Demotion;
- Qualifying Period;
- Probationary Period
- Promotion;
- Reclassification;
- Service Date;
- Shift; and
- Transfer

22.2 Ranking of Seniority

22.2.1 City Seniority

Seniority shall be determined by:

1. Service date; if tied, then
2. Hire date; if tied, then
3. Human Resources date/time stamp
4. Any further ties or disputes shall be determined by a one-time lottery.

22.2.2 Classification Seniority

Seniority for those employees in a given classification shall be determined by:

1. Length of time in the classification; if tied, then
2. Service date; if tied, then
3. Hire date; if tied, then
4. Human Resources date/time stamp
5. Any further ties or disputes shall be determined by a one-time lottery.

22.3 Seniority Lists

22.3.1 Content

By October 1st of each year, the City shall establish a seniority list for each classification. Each classification seniority list shall show for each employee in that classification the following:

1. the employee's name;
2. the date of last promotion to the present classification;
3. the service date;
4. hire date; and
5. Human Resources date/time stamp.

22.3.2 Availability

All seniority lists shall be available for inspection in Human Resources and shall also be mailed to the Association. Department and division offices shall have available the seniority lists for any classification within that department or division.

22.3.3 Protests

Protests regarding the accuracy of a given seniority list must be filed in writing with Human Resources no later than November 15th. If no protest is filed by this date, then the seniority list for that classification shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority lists. A protest of a given seniority list shall be resolved through discussions between Human Resources and the Association, after giving the employee an opportunity to submit oral and/or written comments. If there is still a dispute the Association may file a grievance.

22.4 Rules for the Accrual of Seniority

22.4.1 Rules for the Accrual of City Seniority

Employees shall accrue city seniority from the date of hire in the classified service subject to the following rules:

1. Seniority shall not be broken for paid leave of any duration or unpaid leave of less than (30) thirty consecutive calendar days. Periods of unpaid leave of thirty-one (31) consecutive days or more, excepting military leave and leave resulting from job-related illness or injury, shall not be credited for purposes of seniority.

2. Temporary employees shall be credited with all time worked as a full-time employee on a temporary basis only after obtaining probationary status in the same classification. Time will be credited only if there is no break in service between temporary and probationary status.
3. Part-time classified employee seniority determinations shall be made on a prorated basis, using the actual number of hours worked, with 2080 hours being the equivalent of one year of service.

22.4.2 Rules for the Accrual of Classification Seniority

Employees shall accrue classification seniority for all time spent in a given classification subject to the following rules:

1. An employee who receives a promotion and subsequently returns to the former classification during the qualifying period shall be credited with time spent in the higher classification.
2. An employee who receives a promotion and subsequently returns to the former classification after the qualifying period shall not be credited with any time spent in the higher classification.
3. If an employee voluntarily demotes into a classification in the same job series, the employee shall be credited with time spent in the higher classification.
4. If an employee voluntarily demotes into a classification in a different classified job series, the employee shall not be credited with any time spent in the higher classification.
5. Classification seniority may include title changes or reclassifications of the position, to be reviewed by Human Resources on a case-by-case basis, but only after meeting and conferring with the Association.
6. Employees shall receive classification seniority for time spent in an acting capacity under the following conditions:
 1. The assignment is for a minimum of thirty (30) consecutive calendar days;
 2. The employee qualifies by exam, is placed in a reachable group, and is selected for the position from that active eligible list while in the acting capacity;
 3. The acting time is documented on appropriate Human Resources documentation. If acting time is documented only on the timecard, payroll or the department must submit copies of the applicable timecard to Human Resources; and
 4. The acting time took place on or after July 1, 1995.

No time spent acting in an appointive position will be credited towards classified seniority.

7. If an employee moves from a classified to an appointive position and then back into a classified position, none of the time spent as an appointive will be credited towards classified seniority.
8. Flex Classification Seniority – Employees who meet the requirements to be flex promoted shall be allowed to bring their lower level seniority with them when promoting to the higher level. Flex classification seniority shall be maintained on one seniority list. Service time accrued in the lower classification is combined with service in the higher classification.
9. The rules for the accrual of city seniority shall also apply to classification seniority (see Section 22.5).

22.5 Rules for the Use of Classification Seniority

22.5.1 Reductions in Force

Classification seniority shall be the controlling factor in any reduction in force.

Classified employees, who bump to a lower classification shall be credited with time served in the higher classification. If an employee is called back to the higher classification, all previous seniority in the higher classification will be reinstated and removed from the lower classification seniority.

Any employees with regular status who is appointed to a city position outside the classified service shall retain the right to return to regular status in the classified service, only if the non- classified (appointive) position is eliminated.

22.5.2 Annual Leave

Classification seniority shall be the controlling factor in the scheduling of annual leave unless a work unit and management mutually establishes in writing another procedure as approved by the director or designee and the Association.

22.5.3 Shifts

Classification seniority shall be the controlling factor in the assignment of employees to a given shift unless the work unit and management establishes in writing another procedure that is approved by the director or designee and the Association.

If the director or designee has cause to believe that a given employee cannot be placed on the shift as requested due to that employee's knowledge, skills, abilities, customer service skills, interpersonal (people) skills, communication skills, certifications, work history, or other similar attributes, then the director or designee shall reduce the justification to writing and shall provide a copy of the document to both the employee and the Association. If the employee disagrees with the decision, the employee may file a grievance, which may only be processed through Step_3 of the grievance procedure.

22.5.4 Reporting Location

For those divisions that have multiple reporting locations, classification seniority shall be the controlling factor in the assignment of an employee to a reporting location unless the work unit mutually establishes in writing another procedure that is approved by the director or designee and the Association.

Special Rule for the Department of Leisure Services: Because this department has multiple facilities, this department shall instead divide its facilities into two zones based upon geography. Classification seniority shall instead be the controlling factor in the assignment of an employee to a zone. However, once a zone is selected by an employee, management then reserves the right to assign the employee to a facility within that zone. All other limitations as described in the remainder of this section shall apply.

If the director or designee has cause to believe that a given employee cannot be placed in the reporting location (or zone) as requested due to that employee's knowledge, skills, abilities, customer service skills, interpersonal (people) skills, communication skills, certifications, work history, and other similar attributes, then the director or designee shall reduce the justification to writing and shall provide a copy of the document to both the employee and the Association. If the employee protests the decision the employee may file a grievance, which may only be processed through Step 3 of the grievance procedure.

The LVCEA will meet with the division representatives to develop a written plan describing how this section will be implemented for the division. All reporting locations plans instituted or modified, hereafter, shall be in writing. The written plan shall include the frequency for bidding on reporting locations (or zones). The written plan shall be signed and dated by a representative of the department and the Association. Should the parties not agree on all aspects of the plan the issues of dispute shall be submitted to the City Manager for resolution. The City Manager's decision shall be binding on all parties. Once a plan has been established no request to modify the plan shall be made for at least one (1) year without the agreement of the parties.