

Seniority Points:

The Job You Save May Be Your Own!

One of the articles in our **Collective Bargaining Agreement (CBA)** that we all hope we never need to use is **Article 33**, the procedures governing employee layoffs in **Unit 4**. While there is very little that **Academic Professionals of California (APC)** – or any of the other unions – can do to prevent the California State University (CSU) from deciding that layoffs are necessary, we can and **will** do everything possible to ensure that all available alternatives are considered before layoffs are implemented. We **will** assure the integrity of the process and work to protect the rights of employees who should **not** be laid off.

Therefore, in preparation for the **possibility** of layoffs, it's extremely important that each **Unit 4** member's **seniority points** are verified for accuracy. Experience has shown that, in many instances, the University's calculations are inaccurate. In such cases, employees' efforts, along with the assistance and support of **APC**, have sometimes resulted in the affected jobs being saved. **APC** will do everything possible to assist **Unit 4** employees in this regard, **but your personal involvement is crucial**.

APC has obtained recent calculations by the CSU of **Unit 4** employees' **seniority points**, and we have prepared this information to assist you in understanding how points are calculated, in determining your own points, and verifying the CSU's calculations.

On the next two pages, you'll find excerpts from **Article 33** addressing the calculation of **seniority points**. We hope you will find the accompanying notes helpful in understanding the procedure. Once you've reviewed the calculation process, you should have enough information to determine your own points using the form on the last page. **Please read the material inside before calculating your points; you will find this to be extremely helpful.**

The following information about your seniority points has been provided to APC by the CSU:

Employee name: _____ Classification: _____

As of _____, your status is Permanent Probationary Temporary

and you have seniority points in the above classification.

*(Data for **probationary employees** indicates seniority points that will be earned should they attain permanent status during their current employment.)*

.....
If all of the information reported above is correct, you don't need to do anything. However, if you believe that (1) your classification and/or (2) your seniority points in that classification (as of the date indicated) are **not** correct, please give a copy of your completed form (*on the back page*) to:

_____ (your **APC campus steward**)

no later than _____. Your **steward** will review your calculations with you, and then will address all **Unit 4** discrepancies with Human Resources on behalf of the affected employees.

Please retain the original calculation form for your own files!

Turn the Page to Learn How to Calculate Your Seniority Points



Computation of Seniority Points for Permanent Employees (from 2008 | 2010 APC/CSU CBA)

33.10 *All seniority points calculated for and earned by permanent employees prior to June 30, 1983, shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, earned pursuant to the terms of this Agreement, shall be added. The computation of seniority points pursuant to the following provisions shall replace the existing method of computation for points earned subsequent to June 30, 1983. Recalculated seniority points will become available as of August 1, 1994. Thereafter, seniority points shall be calculated and provided to the Union by the Office of the Chancellor upon written request by the Union, but no more often than two (2) times per year.*

Note: APC regularly requests seniority points from the Chancellor's Office pursuant to this provision. Unfortunately, the responses from the University have been sporadic at best (resulting in litigation to compel compliance), and the Chancellor's Office often indicates that the seniority points provided have not been verified for completeness or accuracy. It therefore has been, and remains, extremely important for every Unit 4 employee to calculate her/his own seniority points, and APC has done everything possible to assist in this process.

33.11 *Full-time permanent ten (10) month employees, eleven (11) month employees, twelve (12) month employees, and academic year employees, shall earn one (1) seniority point of service credit in a given class for each qualifying month of employment. Part-time employees holding permanent status shall earn seniority points proportional to the time base served. In no case shall a permanent employee earn more than twelve (12) seniority points per year.*

Note: Only permanent employees have seniority points. Once having attained permanency in a classification, however, an employee is credited with seniority points for time spent in probationary or temporary status in that classification immediately preceding permanency. The term "given class" refers to a specific Unit 4 classification (such as Evaluator I, SSP II, etc.). The term "qualifying month of employment" refers to a calendar month during which an employee is in compensable status (i.e., at work, using vacation or sick leave, or on approved paid leave) for at least eleven (11) working days. But there is a different standard for determining eligibility for seniority points in an employee's first and last months in a classification; for this, see 33.13 and 33.14 below.

33.12 *For the purpose of computing permanent employee seniority credit, length of service includes continuous time served on the campus as a temporary, probationary or permanent employee and is counted from the date of appointment to the current class held, consistent with provision 33.13 below plus any service in classes of equal or higher rank on the campus which has not been interrupted by a permanent separation.*

Note: This means that seniority points in a particular classification include points calculated for time spent in a classification of "equal or higher rank" that hasn't been broken by a permanent separation (e.g., termination, resignation, retirement). For example, an SSP II who previously had been an SSP III and earned 50 seniority points while an SSP III would add those 50 seniority points to those earned as an SSP II. However, the points earned as an SSP II would not count toward seniority in the SSP III status.

The term "class of equal rank" as used in this Article shall mean a class of not more than one-half (1/2) step [approximately two and one-half (2-1/2) percent] above or below the maximum salary of the employee's current class.

Note: The maximum salary of a classification of "equal rank" must be within one of our former steps (approximately two and a half percent) of the maximum salary of an employee's current classification.

The term "class of higher rank" as used in this Article shall mean a class which has a maximum salary of more than one-half (1/2) step [approximately two and one-half (2-1/2) percent] above the maximum salary of the employee's current class.

Note: The maximum salary of a classification of "higher rank" must be more than one of our former steps (approximately two and a half percent) more than the maximum salary of an employee's current classification.

Computation of Seniority Points for Permanent Employees (from 2008 | 2010 APC/CSU CBA)

33.13 *Seniority credit is counted from the first calendar month of appointment to the current classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.15), if the appointment or return date is on or before the fifteenth (15th) calendar day of that month. Seniority credit is counted from the second calendar month of appointment to the current classification held, or upon the return from leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.15), if the appointment or return date in the first calendar month is after the fifteenth (15th) calendar day in that month.*

Note: If an employee is in compensable status on or before the 15th calendar day of a month, that month counts towards the employee's seniority points. But if the employee isn't in compensable status until after the 15th calendar day, the month does not count.

33.14 *Seniority credit upon separation from a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.15), shall terminate effective the end of the calendar month preceding the date of separation or leave if the date of separation is on or before the fifteenth (15th) calendar day of the month of separation. Seniority credit upon separation from a classification, or upon the commencement of leave without pay status (when such leave does not count for seniority credit pursuant to provision 33.15), shall extend until the end of the calendar month of separation or leave if the date of separation is after the fifteenth (15th) calendar day of the month of separation.*

Note: If an employee leaves compensable status in a classification on or before the 15th calendar day of a month, that month does not count towards the employee's seniority points. But if an employee leaves compensable status after the 15th calendar day, the month does count.

33.15 *All time spent in family care, military, disability, loan of an employee to another governmental agency or leave with pay status shall count toward the accumulation of seniority points. All other time spent in leave without pay status, as well as periods of suspension without pay, shall not count toward the accumulation of seniority points, however, such time shall not constitute a break in continuous service.*

Note: This provision specifies which kinds of leave do or do not count towards an employee's seniority points. It is important to note that even leaves that do not count towards seniority points do not constitute a break in continuous service.

33.16 *In the event a class is abolished or the use of the class restricted and a new class established in its place, all time served in the prior comparable class shall be counted as service in the new class.*

Note: This provision addresses a situation that happens very rarely—a class being abolished or a restriction being placed on the use of a class and a new class being established in its place. The most notable example was the replacement, in the early 1980s, of the SAA/SAO classifications by the SSP series. As this section indicates, all time served in the "prior comparable class" counts as service in the new class.

Now, Turn the Page to Calculate Your Seniority Points



APC UNIT 4 SENIORITY POINTS CALCULATOR

Seniority Points Calculation for (name): _____

FIRST Have you worked in more than one **Unit 4** classification at your **current** campus? If so, copy this page **before** completing the form, and use a copy for each additional classification. We strongly urge that you begin by calculating your points for your **highest** classification, and then work backward through any other classifications in which you have worked or are now working at your current campus.

A. Calculate Your QUALIFYING MONTHS In This Classification:

1. Classification: _____ .
2. Date You Began Employment in This Classification at Your *Current* Campus: ____ / ____ / ____ .

NOTE: Although it is not explicitly stated in the **Collective Bargaining Agreement (CBA)**, seniority points may **not** be carried from one CSU campus to another, even if an employee held permanency in the same classification at both campuses.

3. Last Month Included In This Calculation: ____ / ____ .

4. Months for Which You Did Not Earn Seniority Points in This Classification:

NOTE: These could include the first and/or last month(s) in the classification and/or months during which you were on a leave that does not qualify for seniority points (see **Article 33.15** of the **2008 \ 2010 APC/CSU CBA**).

<u>MONTH(s)</u>	<u>/ YEAR</u>	<u>REASON</u>
_____	/ _____	_____
_____	/ _____	_____
_____	/ _____	_____
_____	/ _____	_____
_____	/ _____	_____

5. Total Months Employed in This Classification: _____
6. (Subtract) Total Non-Qualifying Months (see #4): \ _____
7. (Equals) **TOTAL** Qualifying Months in This Classification: = _____

B. Calculate Your POINTS EARNED While In This Classification:

Now, calculate your seniority points earned *while employed in this classification* at your current campus.

8. Total Number of *qualifying* months worked **full** time: _____ x 1.0 = _____ Points
9. Total Number of *qualifying* months worked **half** time: _____ x 0.5 = _____ Points
10. Total Number of *qualifying* months worked **quarter** time: _____ x 0.25 = _____ Points
11. Total Number of *qualifying* months worked _____ time: _____ x _____ = _____ Points
12. (Add 8, 9, 10, and 11) **Total** Seniority Points Earned While in This Classification: = _____ **Total** Points

C. Determine Your TOTAL POINTS For This Classification:

Finally, supplement your points earned while employed in **this** classification with points earned while employed in **other equal or higher** classifications at your current campus.

13. **TOTAL** Points in *Other Equal or Higher Classification(s)*: _____ + _____
14. (Add 12 and 13) **TOTAL** Seniority Points in This Classification at Current Campus: =