

**ASSOCIATION OF PENNSYLVANIA STATE COLLEGE AND UNIVERSITY  
FACULTIES  
and  
STATE SYSTEM OF HIGHER EDUCATION**

**SENIORITY POLICY**

- I. A uniform seniority reporting system to be applied at each university should be easy to understand and to administer and consistent with the Collective Bargaining Agreement.
- II. A positive accrual system be used in reporting seniority. Specifically, each time a seniority list is prepared, additional seniority credit must be added to the previous listings.
- III. Semesters of service be the smallest unit of seniority credit. A faculty member will accrue one unit of credit for each semester completed according to the terms of Item IV. Each faculty member will earn a maximum of two units of credit per year. Summer sessions will not count for additional seniority credit.
- IV. The following method be used to determine whether a faculty member accrues seniority credit for a partial semester of service:
  - A. Completion of less than five full pay periods--no credit.
  - B. Completion of five or more full pay periods--1 credit.
- V. The tie-breaker system is to be employed as follows:
  - A. For faculty with different original appointment dates but the same length of service, the individual with the earliest appointment date would have the most seniority and be ranked ahead of others with the same length of service.
  - B. All regular, full-time faculty members hired after May 31, 1984 will have a six (6) digit seniority number which will be the number used as the third tie-breaker when two faculty members have the same seniority credit and the same date of appointment. The seniority number will be derived as follows:
    1. The first two (2) digits of any faculty member's seniority number will reflect the last two (2) digits of the calendar year of his/her initial date of appointment on the University's payroll.
    2. The last four (4) digits of any faculty member's seniority number will be determined by a computer-generated random number. The lowest four (4) digit number will be the most senior faculty member appointed that year, and the highest four (4) digit number will be the least senior faculty member appointed for that year.
    3. The computer will be programmed to reject any duplicate numbers and substitute a new random number.

4. The local APSCUF president will designate a member of the faculty and the University President shall designate a member of his/her administration to observe the computer-generation of the random numbers for the last four(4) digits of the faculty members' seniority numbers.

C. When it is necessary to insert a person into an existing department, an insertion drawing will be held.

VI. The format found in Appendix A be used for reporting seniority on each campus.

VII. Guidelines for preparing seniority lists are described in Appendix B.

VIII. The rules for determining seniority are described in Appendix C.

### APPENDIX A

Millersville University  
Seniority List  
November 1, 1990

Name	Seniority Number	Academic Dept.	Appointment Date University	Dept.	Seniority Credit	Notes
A. Jones		English	8/24/70	8/24/70	40	
B. Smith		English	8/22/72	8/17/75	34	a
M. Clark	84-3268	English	8/18/84	8/18/84	12	
D. Allan	90-1527	English	8/11/90	8/11/90	0	
P. Taylor	90-7214	English	8/11/90	8/11/90	0	
J. Black		History	6/24/67	6/24/67	46	
P. Williams		History	8/27/67	8/27/67	46	
T. Davis		History	8/24/70	8/24/70	38	b
H. Duncan	85-1234	History	8/17/85	8/17/85	10	c
C. Dunlap	87-4217	History	8/15/87	8/15/87	6	
J. Adams	89-5700	History	1/12/89	1/12/89	3	
M. Wilson	90-3113	History	8/11/90	8/11/90	0	

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Legend--Notes

a--Leave Without Pay--1973-74 academic year

b--Educational Leave Without Pay--1978-79 academic year

c--Educational Leave Without Pay--Spring 1987 (1 credit granted)

### APPENDIX B

## Guidelines for Preparing Seniority Lists

### I. Retroactive Applications

A. The most recent date of appointment presently listed in the campus seniority list for each faculty member will remain unless it has been formally contested prior to January 1, 1983.

Explanation: Adoption of this Guideline will settle finally this date for all faculty currently employed.

B. All seniority credit for full-time temporary and regular service accrued from the most recent date of appointment prior to the 1971 fall semester shall count. (Note: Educational leaves without pay granted prior to August 1, 1970, shall accrue seniority credit.)

Explanation: Adoption of this Guideline will cut through the tangle of temporary and regular service appointments made prior to the implementation of the Collective Bargaining Agreement (CBA).

C. Beginning with the 1971 fall semester, only regular, full-time service from the most recent date of appointment will count for accrual of full-time seniority credit.

Explanation: This Guideline is based on terms of the CBA which went into effect in the 1971 fall semester and does not conflict with the provisions for tenure found in Article 15, Section B. of the CBA.

D. Any local APSCUF/Management agreement made prior to July 1, 1981, recognizing departmental seniority as opposed to college/university-wide seniority for retrenchment purposes shall be recognized when verified by appropriate documentation. Beginning July 1, 1981, the provisions of the applicable CBA shall apply.

Explanation: This Guideline resolves the problem created by such good-faith agreements even though they may have modified the terms of the CBA prior to July 1, 1981. It recognizes the good-faith in these arrangements and avoids the trauma and hardship that would result from reversing these actions.

E. Any local APSCUF/Management agreement made prior to September 1, 1983, granting a full-time, regular faculty member a partial leave of absence without pay to minimize retrenchment of faculty at the college/university will not result in a reduction in the seniority credit for the faculty member taking the leave. These agreements must be verified by appropriate documentation. Effective September 1, 1983, the provisions of the CBA shall apply.

Explanation: This Guideline protects faculty who took such leaves to help colleagues from the loss of seniority credit and the possible penalty that might result from this reduction in service credit.

### II. Prospective Application

Effective with the 1983-84 academic year, the original date of appointment and the accrual of seniority credit will begin with the first day on the payroll in regular, full-time status during the academic year.

Explanation: This Guideline establishes a uniform starting date for all future faculty throughout the State System of Higher Education.

## APPENDIX C

### Rules for Determining Seniority

#### A. Leave Without Pay

1. Seniority normally does not accrue during a period of leave without pay (LWOP), except as specifically provided in this Policy.

2. A regular, full-time faculty member who has taken a partial LWOP prior to fall 1985 shall receive pro-rated seniority credit, if the faculty member was in regular full-time status prior to the leave and completed five or more pay periods during the semester. The pro-rated seniority credit for that semester will be equated to the proportion of the normal workload which the faculty member worked. For example, a faculty member who worked a one-half (1/2) workload and took a one-half (1/2) LWOP would earn one-half (1/2) credit for that semester.

3. Beginning in the fall of 1985, a full seniority credit will be granted for up to eight (8) semesters for any semester that a regular, full-time faculty member is on a full or partial LWOP granted by the President of his/her University.

4. After a regular, full-time faculty member uses his/her allotment of eight (8) seniority credits for eight (8) different semesters of full or partial LWOP as described above, the faculty member will receive a partial seniority credit for any subsequent semester he/she is on a partial LWOP granted by the President of his/her University. Such partial seniority credit shall be calculated pursuant to paragraph 2 of this Section.

5. Beginning in the fall of 1993, any faculty member employed at any State System of Higher Education University, who accepts a leave without pay from his/her institution and then accepts employment as a manager at any of the universities in the State System of Higher Education or the Office of the Chancellor, will accrue one-half (1/2) seniority credit per semester during the time period as a manager.

B. Educational Leave Without Pay--Seniority does accrue for ELWOP granted prior to August 1, 1970 and subsequent to fall 1985 pursuant to Section A above.

C. Military Leave--Seniority does accrue during periods of military leave.

Exception: Faculty members who are/have been separated from military service by "discharge under other than honorable condition," "bad conduct discharge" or "dishonorable discharge" shall not be entitled to seniority credit for such military service.

- D. Suspension--Seniority does not accrue for suspensions.
- E. Part-time Service--Seniority does not accrue for part-time service.
- F. Work-Related Disability Leave--Seniority does accrue during periods of approved work-related disability leave.
- G. Sabbatical Leave--Seniority does accrue as if the faculty member is in regular full-time daily attendance.
- H. Child Rearing Leave--Seniority does not accrue during periods of child rearing leave, except as provided in Section A above.
- I. Disability Leave Due to Pregnancy--Seniority does accrue for a faculty member during the period she is unable to work and uses accrued sick leave for medical reasons as certified by a physician.
- J. Parental Leave Without Pay--Seniority does not accrue during periods of parental leave without pay, except as provided in Section A above.
- K. APSCUF Service--Seniority does not accrue for service as an elected or appointed official or representatives of APSCUF.

Exception: Seniority does accrue for service as State President of APSCUF.

L. Managers Returning to Former Departments

1. Seniority does accrue for all prior time spent in the bargaining unit for a manager who returns to the bargaining unit within three (3) years of his/her appointment to a management position.

2. Seniority does not accrue for the time spent as a manager.

3. A faculty member who has served three (3) or more years as a manager shall begin his/her service in the bargaining unit with no seniority credit. This manager will also receive a date of appointment corresponding to his/her first day on the payroll as a faculty member subsequent to his/her service as a manager and will also receive an appropriate seniority number for that year.

4. Seniority does accrue for service as an acting manager.

M. Resignation--Seniority terminates upon resignation.

N. Retirement--Seniority terminates upon retirement.

O. Discharge--Seniority terminates upon discharge.

P. Inter-University Transfer--Tenured Faculty Members--A faculty member shall receive seniority (length of service) credit at the receiving University of three (3) years or, where the President and the receiving department agree, additional seniority (length of service)

