

United University Professions 2011-2016 Contract Q & A

Updated August 12, 2013

Note: This Q & A is an expanded version of the document mailed to UUP members' home addresses during the ratification vote period. Sections with additional information are printed in red.

What years are covered by the new contract?

The Agreement between UUP and NYS will be in effect from July 2, 2011 through July 1, 2016.

SALARY

How will the new contract affect my salary?

SALARY INCREASES FOR ALL MEMBERS

July 1, 2013:

\$500 on base for all employees, pro-rated for PT (*paid by Dec., retro to July 1 or Sept. 1*)

July 1, 2014:

2% on base (*payable July 1 or Sept. 1*)

\$250 on base for all employees, pro-rated for PT (*paid by Dec., retro to July 1 or Sept. 1*)

July 1, 2015:

2% on base (*payable July 1 or Sept. 1*)

\$500 on base for all employees, pro-rated for PT (*paid by Dec., retro to July 1 or Sept. 1*)

What is the payroll date that establishes eligibility for the 2% across-the-board increases and the \$500, \$250, \$500 on-base increases?

Incumbents of positions in SUNY as of June 30 for each applicable year will be eligible for each salary increase.

How will the on-base lump-sum salary increases be pro-rated for part-time employees based on the full-time employee annual amounts of \$500 in 2013, \$250 in 2014, and \$500 in 2015?

For those part-time employees paid on an annual basis, \$500 in 2013, \$250 in 2014, and \$500 in 2015 will be added to basic annual salary, pro-rated based on the employee's FTE.

For hourly employees the OSC factor of 2088 (annualized hours per year) will be utilized to result in an increase of \$0.24 per hour for the \$500 increase and \$0.12 per hour for the \$250 increase.

For part-time academics paid by the course, the amounts below will be added to base salary, not to exceed \$500 annually when the FT annual increase is \$500 and not to exceed \$250 annually when the FT annual increase is \$250. Payment will be divided by the number of payroll periods over which the employee is paid.

Part-time members who teach four or more courses per semester at a campus will receive the full amount of these salary increases (\$500 in 2013, \$250 in 2014, \$500 in 2015).

The following amounts for part-time employees are per semester and should not exceed \$250 per semester in 2013 and 2015 (when FT annual amount is \$500) and should not exceed \$125 per semester in 2014 (when FT annual amount is \$250).

	<u>When FT annual amount is \$500</u>	<u>When FT annual amount is \$250</u>
Payment PER SEMESTER		
1 course	\$62.50	\$31.25
2 courses	\$125	\$62.50
3 courses	\$187.50	\$93.75
4 or more courses	\$250	\$125

SERVICE AWARDS

A new contract provision establishes Service Awards that are subject to the Triborough Amendment, which means they will remain in place even after expiration of the 2011-2016 Agreement. This new provision is effective July 2, 2011, and continuing.

Full-Time Employees

A one-time \$500 payment shall be added to basic annual salary at:

- Continuing appointment (tenure for academics)
- Permanent appointment (permanency for professionals)
- Second five-year term appointment for Appendix A professionals

*Employees in the above three categories who reached these career milestones before 2011 received a \$500 on base salary increase under the 2003-2007 or the 2007-2011 contracts. **Anyone in these categories who attained these milestones between July 1, 2011 and Dec. 31, 2012 will receive the increase retroactive to January 1, 2013. Anyone who attains these milestones after January 1, 2013 will receive this increase as of the date the milestone was attained. On the date payment is given, the member's base pay will go up by \$500 and there will be an additional sum in the paycheck to account for retroactivity back to January 1, 2013 or date thereafter, depending on when the milestone was reached. We***

expect this payment to be made sometime in September. Going forward, others will receive the increase when they reach the milestone.

A one-time \$500 payment shall be added to basic annual salary for employees upon completion of seven years in:

- Appendix C Fundraising titles, Lecturer, and Appendix B-4 Division III athletic titles.

Because these three categories were not covered under a similar provision in previous contracts, all employees in them who have already reached completion of seven years of service prior to January 1, 2013 will receive the \$500 on-base payment, retroactive to January 1, 2013. Anyone who reaches the milestone between January 1, 2013 and the date of payment in 2013, will receive the increase retroactive to the date they reached the milestone. We expect these payments to be made sometime in September. Going forward, others will receive the increase when they reach the milestone.

Part-Time Employees

A \$500 lump-sum bonus payment (not added to basic annual salary) will be awarded after eight years of consecutive service at the campus at which they are currently employed and every eight years thereafter. Such employees are eligible for only one service award every eight years. *We expect this payment to be made sometime in September.*

LOCATION STIPENDS

The Mid-Hudson and Downstate location stipends will remain the same as they were in the previous contract.

ON-CALL/RECALL

Eligibility for On-Call/Recall will be expanded beyond the hospital titles listed in Appendix A-16. The A-16 titles will remain eligible and, in addition, local administrations will be able to make new positions eligible at all campuses based on departmental/program needs and market conditions. On-call positions may be adjusted annually and 30 days advance notice must be given to affected employees when positions are added to or deleted from on-call lists. UUP will be notified of changes.

On-call/recall pay will remain the same as they were in the previous contract.

On-call pay: \$4.35 per hour

Recall pay: Minimum of four hours pay at time and a half

How can I find out if I am eligible for On-Call/Recall pay?

Through July and August, 2013 UUP will be discussing implementation details for the new on-call/recall provision with SUNY state-level officials. Guidelines will be developed for use at the chapter level. At UUP meetings in August, chapter

leaders will be trained for implementation of this and other new contract provisions. More information about the process for obtaining information about whether this new provision can apply to you will be available by September. Chapter leaders have been encouraged to keep a record of all individuals who have contacted them with questions for follow-up with their chapter Labor Relations Specialists. Chapter leaders will be trained in August for discussion of this provision in chapter Labor-Management meetings.

DISCRETIONARY AWARDS (not added to basic annual salary)

2013 0.5% of total salary pool distributed no later than December 31, 2013

2014 0.5% of total salary pool distributed no later than December 31, 2014

2015 0.5% of total salary pool distributed no later than December 31, 2015

2016 1.0% of total salary pool distributed no later than December 31, 2016

In all years above, for each campus a percentage of the discretionary pool will be earmarked for part-time employees based on the actual percentage of part-time bargaining unit members on that campus.

All full-time and part-time employees on the payroll on June 30 of a contract year are eligible for discretionary awards. Also eligible are part-time faculty who are on the payroll on April 30 and who leave the payroll prior to July 1 but are re-employed at the time discretionary awards are distributed the following fall semester.

Why are discretionary awards not added to base salary?

The only on-base salary increases the governor's negotiators would agree to are the two 2% raises and the three additional on-base increases for all (\$500, \$250, \$500). They refused to give us any additional money for on-base salary increases of any kind.

Are there any other ways employees can receive on-base salary increases?

Yes. Article 20.11 states that nothing in the UUP contract "shall prevent the University, in its discretion, from granting further upward salary adjustments of individual employees."

INCONVENIENCE PAY

Inconvenience pay will remain the same as it was in the previous contract.

MINIMUM SALARIES

All minimum salaries for full-time Academics and Professionals specified in the previous contract will increase by 2 percent with each 2% across-the-board salary increase in the new Agreement (2% salary increase in 2014; 2% salary increase in 2015).

Deficit Reduction Program (DRP)

What is the Deficit Reduction Program and how will it affect UUP members?

Gov. Cuomo demanded that every NYS employee bargaining unit have nine days of "deficit reduction" that takes pay from employees over a two-year period in order to yield savings for the state agencies employees work for. UUP members will have their salaries reduced by the value of a total of nine days' pay over the course of fiscal years 2013-2014 and 2014-2015. The cash value of seven days will be repaid to employees at the end of the contract period or at separation from service from the University, if that occurs before the end of the contract period. For the two other days, two Deficit Reduction Leave days will be given in lieu of pay. Members must be given two days off.

How much will be deducted from my paycheck and over what total period of time?

In fiscal year 2013-2014, there will be deductions from pay to cover five days of Deficit Reduction. A total of 2.5% of the salary earned over 20 pay periods will be deducted over those 20 pay periods, beginning in September 2013 and ending in June 2014. There will be no deductions from pay periods in July and August.

In fiscal year 2014-2015, there will be deductions from pay to cover four days of Deficit Reduction. A total of 2% of salary will be deducted over 20 pay periods beginning in September 2014 and ending in June 2015. There will be no deductions from pay periods in July and August.

Why are the deductions occurring over 20 pay periods and not the entire calendar year (26 pay periods)?

The decision to do it this way was initially made to avoid having the Deficit Reduction extraction levied on extra service pay during the summer months. This is a substantial issue for our bargaining unit given the amount of extra service earned by members for summer school, new student advisement/orientation, and other activities that fall outside of the normal professional obligation of many members. Other bargaining units had the deficit reduction extraction levied on their full annual salaries, so all extra service activities were included. All extra service pay will be exempt from the DRP extraction for UUP members.

How will the DRP affect extra service pay, overtime pay, and clinical practice income?

Extra service pay, overtime pay, and clinical practice income **will not be** included in the DRP extraction.

How does the amount extracted for nine days of Deficit Reduction for UUP members compare to the amounts extracted from state employees in other bargaining units?

It's the same. For all other bargaining units, an extraction of 1.9% of annual salary occurred in the first year to cover five days and an extraction of 1.6% of annual salary occurred in the second year to cover four days. Since UUP's extraction does not cover annual salary and is limited to salary over 20 pay periods only, a higher percentage will be extracted over a shorter period. The end result is the same with regard to impact on annual salary. Having a higher percentage extracted over a shorter period of time (20 pay periods instead of 26 pay periods).

I understand that seven out of nine DRP days will be repaid to me. How will this occur?

Pay back of seven Deficit Reduction Days will occur in equal installments over 39 payroll periods beginning with the final payroll period of fiscal year 2015-2016 (June 2016) at the rate at which it was taken. Employees who separate from service prior to full repayment of the Deficit Reduction days will be paid the balance of money owed at the time of their separation, up to seven days.

Does the DRP pay loss affect my base salary?

No. Your base pay will not be affected by the loss of pay under the Deficit Reduction Program.

Since seven days will be returned at the end of the contract period, but two will not be repaid, what total percentage of my salary will I lose from the two days that are not repaid?

The two leave days will result in a loss of .38% of your annual salary for each day. You will lose that money, but you will not work for two days in exchange. Technically, you will not earn the money for those two days.

Why do we have to work seven days and get only two days off?

This was the only way UUP could get the State to agree to pay seven days back, which amounts to substantial money for our members. The State was willing to pay only four days back, which was its standard provision for all other state employee unions. The only other way to get additional days paid back would have been to give up other monetary provisions in the contract. UUP did not want to sacrifice salary increases on base, which was the only option the State would consider to cover the "cost" of the Deficit Reduction day repayment. They insisted on yielding savings for SUNY through the Deficit Reduction Program. We understand that two unpaid leave days are painful to our members and the Negotiations Team took this hardship very seriously. To obtain more than seven days paid back would have required us to trade on-base raises that reoccur year after year, which are much more valuable for our members. UUP's priority was to

get as much money as possible back to our members and the Deficit Reduction Program we ended up with was the best option in order to retain other, more valuable, monetary provisions in our contract.

Who will decide what two days I will get off under the Deficit Reduction Program?

Each campus president will determine how the two days off will be handled. UUP chapter leaders will be asked to request each campus plan at a chapter Labor-Management meeting and to ask that all employees be notified of their campus plan. Potential problems will be addressed with help from the statewide UUP leadership once we know what each campus plan is.

How will DRP be applied to part-time employees?

The DRP extraction will be pro-rated for part-time employees. Details about how this will be done will be provided by each campus.

I am a per diem employee who works intermittently on an "as needed" basis. How does the DRL reduction apply to me?

Similar groups were affected in other bargaining units. Details about how this will be done will be provided by each campus.

All or part of my salary comes from federal funds. Am I still subject to DRP?

Similar pay categories were affected in other bargaining units. Questions about this should be directed to your campus administration.

Will the DRP days affect my health insurance eligibility or whether I am in the "lower income" or "higher income" group with regard to the premium share?

No. The DRP will not affect your health care premium share.

Will the DRP days affect my eligibility to participate in the Productivity Enhancement Program and whether I am in the "lower income" or "higher income" group with regard to the number of vacation days I can trade for a credit toward my health insurance premium?

No. The DRP will not affect your eligibility to participate in the Productivity Enhancement Program or your annual salary on which eligibility is based.

How will the DRP affect my retirement contributions if I am in the Optional Retirement Program?

If you participate in the ORP, the effect is minimal and is related to the two DRP days that will not be repaid. The dollar amount contributed to your ORP is based on a percentage of your paid salary. For 2013-2014 and 2014-2015, there will be a reduction in the contribution to your ORP because there is a reduction in the

salary you are paid. However, beginning with the last paycheck of the 2015-2016 SUNY Fiscal Year (June 2016), when seven days will begin to be returned to you, there will be an increase in the contribution to the ORP.

How will the DRP affect my retirement service credit if I am in ERS or TRS?

There will be no effect. For the seven days that will be repaid, since the DRP salary reduction for fiscal years 2013–2014 and 2014–2015 will be repaid starting in June 2016 (or upon separation of service from SUNY), days worked will not be reduced when reported and there will be no impact on service credit.

If the DRP reduction or repayment periods fall within a Final Average Salary (FAS) calculation, the repaid salary will be attributed to the appropriate time period. This means the repaid salary will be counted in the year it was extracted and there will be no impact on the Final Average Salary.

What happens if I leave State service before nine days of pay for DRP have been collected from my pay?

You will be paid for the amount deducted minus the two leave days. For example, if you leave after the first year and five days were extracted, you will be reimbursed for three days.

If I retire or leave state service for other reasons during the first year of the Deficit Reduction Program, how much money will I get back at retirement?

You will be paid for the amount deducted minus the two leave days. For example, if you leave after the first year and five days were extracted, you will be reimbursed for three days.

If I retire or leave state service for other reasons during the second year of the Deficit Reduction Program, how much money will I get back at retirement?

You will be paid for the amount deducted minus the two leave days.

How will the DRP be applied to me if I am on an unpaid or partially paid leave during the DRP period?

You are not affected by the DRP if you are on an unpaid leave. If you are on a partially paid leave, the deduction is based on the daily rate of the amount you are being paid.

Does the DRP pay loss reduce my taxable income?

Yes. Since it will reduce your earnings for the year, it can reduce your tax liability, and when it is returned, it may increase your tax liability. We suggest you consult with a qualified tax consultant.

Is there a difference in the way the DRP is applied to people on academic year appointments compared to people on calendar year (12 month) or college year (less than 12 months but more than academic year) appointments?

The DRP is based on a formula for your daily rate of pay derived from your annual salary, so there is no difference based on the type of appointment employees have.

Will the DRP affect overtime pay, on-call/recall pay, and inconvenience pay?

With the exception of overtime, all similar pay categories were affected in all bargaining units. Overtime pay will not be affected.

Will new hires in 2013 and 2014 be subject to the Deficit Reduction Plan? If so, how will their salary extraction occur? Will they lose one or both of the two days that are not paid back at the end of the contract period?

Yes, new hires are subject to the DRP. The salary extraction will be based on when they are hired into the system. For example, if someone is hired after five days were extracted from existing employees, new hires would have the remaining four days extracted over whatever period of time is remaining in the DRP. They would be repaid for those four days extracted.

Will the DRP pay reductions affect the union dues I pay?

You only pay union dues on money that is earned, so your dues assessment will decrease when the Deficit Reduction payments are taken from your pay. It will increase when the money for seven days is returned to you at the end of the contract period.

SALARY IMPACTS

How much will my salary increase over the course of the contract?

All members will receive salary increases in the contract. The first increase, effective in July of this year (2013), is an on-base increase of \$500 (prorated for part time employees). Next year, all members will receive an on-base increase of 2% as well as an on-base increase of \$250 (prorated for part time employees). In the last year of the contract, all members again receive a 2% on-base increase and another on-base increase of \$500 (prorated for part time employees). To identify what your exact salary will be at the end of the contract, visit the Contract Impact Calculator on the UUP website (www.uupinfo.org).

In addition to the on-base increases for all members, many members will be eligible for an on-base Service Award. If you receive a Service Award during the course of the contract, your base salary increase will be more than what is

displayed on the Contract Impact Calculator. If you receive a Discretionary Salary Award during the contract period, your pay will also increase during the year you receive the DSA award.

Can you provide an example of what I can expect in salary gains/losses during this contract?

Full Time Member Example: From on-base salary increases guaranteed for all members, a full-time member who is currently at UUP's median salary of \$67,000 would see his or her base annual salary increase to \$70,982 as of July 2015. This is an increase of \$3,982 or 5.94%. Since this contract has a combination of lump sum on-base increases and percentage on-base increases the total increase and the percent gained will vary depending upon annual salary. This example does not include any on-base Service Awards, discretionary awards, or promotion raises, which would also positively affect salary. This typical member will see a one-time reduction in salary of approximately \$257 for each of the two Deficit Reduction Leave days that are not being paid back at the end of the contract period (totaling a loss of \$514). To find out exactly what you would gain, please go to www.uupinfo.org and use the Contract Impact Calculator.

Part-Time Member Example: A part-time member who is teaching 2 courses each semester and paid \$2,500 per course right now (\$10,000 per year) will see his or her base salary increase \$1,041.60 (an increase of 10.4%) as of July 2015. This increase results from the two 2% salary increases and the three lump sum on-base increases. This example does not include the possibility of receiving a \$500 not-on-base Service Award for part-time employees who reach eight years of service during the contract period or discretionary awards (a portion of which must be distributed to part-time members on every campus). Deficit Reduction days will be pro-rated for part-time employees, so the loss of income from the two days that will not be paid back will be \$39 per day (totaling \$78) in this particular salary example. To find out exactly what you would gain please go to www.uupinfo.org and use the Contract Impact Calculator. Since part-time situations vary greatly, the Calculator uses a 50% FTE in the example.

Will I come out ahead financially in this contract? Will the increases in the health insurance premium share and two days of Deficit Reduction Leave in lieu of pay counter my salary increases?

The on-base salary increases provided to all members will positively impact income in the year they are received and every year thereafter. On-base increases compound over time. In addition to calculating the impact of on-base salary increases through use of UUP's Contract Impact Calculator at www.uupinfo.org, the exact economic impact on you over the course of the contract will be affected by a number of factors:

- For those who participate in the New York State Health Insurance Program, the cost of the increased health insurance premium share depends on your annual salary and whether you have the individual or family plan. We have provided the exact figures for the Empire Plan premium share increase in the Health Insurance section of this Q & A. **Premium share payments for those who are in HMOs vary. Those costs are presented in a June 2013 NYSHIP "Special Option Transfer Period" document mailed to all UUP bargaining unit members. HMO rates are also posted on in the Contract Updates section of the UUP website (www.uupinfo.org).**
- Members who accrue vacation leave may be able to offset the cost of their health insurance premiums by using the Productivity Enhancement Program (see PEP section below).
- The Deficit Reduction Program extraction is spread over a two-year period in order to lessen the pay loss per pay period. Since it is a percentage, the deduction will vary depending on your annual salary. We have provided information about the percentage of your income that will be extracted in the DRP section of this Q & A. Seven of the nine days will be paid back at the end of the contract period. The loss from the two leave days in lieu of pay amounts to .38% of your annual salary for each day. The Deficit Reduction days are one-time-only extractions and most of that money will be paid back to you.
- Many full-time members will receive on-base \$500 Service Awards during the course of the contract.
- Many part-time members will receive \$500 not-on-base Service Awards.
- There are discretionary pools in each year, although which members will receive a discretionary award is unpredictable.

While the Contract Impact Calculator on UUP's website can display the impact on your annual base salary only, all of the above factors must be considered when assessing the impact on each individual member's income over the contract. We recommend that you use the Calculator to determine how much your annual base salary will improve with guaranteed contractual raises, consider whether you will receive any of the other salary increases or benefits to offset increased costs listed above, and consider the exact cost of health insurance increases and Deficit Reduction day impacts based on the information we have provided in this document.

VISION, DENTAL, LIFE INSURANCE

What is the status of funding for UUP's Benefit Trust Fund programs: Vision, Dental and Life Insurance?

The contract maintains existing funding for these Benefit Trust Fund programs, with increases in 2014-2015 (increase of \$50 per employee per year) and 2015-2016 (another increase of \$50 per employee per year).

What about the dependent scholarship program that was suspended in 2012?

No additional funding was obtained to reinstitute the dependent scholarship program, which was suspended in 2012 due to inadequate funds. UUP cannot fund this program without adequate additional funding from the State.

GRANT & PRE-TAX SAVINGS PROGRAMS

What is the status of funding for the UUP/NYS Joint Labor/Management Committees and grant programs?

Funding for Individual Development Awards and other grant programs will resume in 2013-2014 and continue as follows:

2013-14:	\$3,357,000
2014-15:	\$3,424,140 (2% increase)
2015-16:	\$3,492,623 (2% increase)

When will we be able to apply for UUP grant program funding?

State-level UUP/NYS Joint Committees determine which programs will be funded and the amount each UUP chapter will be allocated for specific programs. These Joint Committees will be convened during the summer months to determine funding allocations and implementation timelines. Application announcements will be made as soon as possible at each chapter.

Will pre-tax savings programs remain available?

Participation in the pre-tax savings programs under the Health Care Spending Account, Dependent Care Advantage Account, and NYS-Ride were not affected by expiration of the 2007-2011 Agreement. UUP members have been eligible to continue enrollment in those programs. This will not change.

The Dependent Care Advantage Account employer contribution was suspended with expiration of the previous contract, but will be available to UUP members effective January 1, 2014. The employer contribution will remain as follows:

Up to \$30,000	\$800
\$30,001-\$40,000	\$700
\$40,001-\$50,000	\$600
\$50,001-\$60,000	\$500
\$60,001-\$70,000	\$400
Over \$70,000	\$300

HEALTH INSURANCE

Health insurance changes in UUP's 2011-16 contract will take effect on **September 1, 2013**. As a result, UUP members will have the option of changing their health insurance plans before the new provisions take effect.

Special Option Transfer Period

**UUP members have a Special Option Transfer Period from August 1 through August 30, 2013 in order to make changes to their health insurance plans if they wish to do so.

In June, 2013, the New York State Department of Civil Service mailed three documents to each UUP bargaining unit member's home address. Please consult these documents for further details:

--NYSHIP Rate Changes Effective September 1, 2013

--Empire Plan Special Report

--UUP, The New York State Health Insurance Program at a Glance

The regular Annual Option Transfer Period that will take place at the end of the calendar year will also be available to UUP members, allowing the usual review of health insurance plan options and rates for the coming year (2014).

Part-time Members' Eligibility for Health Insurance

Eligibility for part-time members remains as it was in the previous contract. Part-time Academics who teach two or more courses in any one semester are eligible. Part-time Professionals and part-time Academics whose professional obligation is primarily other than teaching are eligible if they are employed at a salary rate that would yield a total compensation of \$13,780 or more. Consistent with previous contracts, this minimum amount for qualification will increase with each percentage across-the-board salary increase. It will increase to \$14,147 between July 2, 2014 and July 1, 2015. It will increase to \$14,430 between July 2, 2015 and July 1, 2016.

What are the major changes in health insurance coverage?

There has been no loss of coverage/benefits. In fact, there are enhancements to the Empire Plan, including coverage for use of convenience care clinics and nurse practitioners, increased access to network benefits, and two additional disease management programs (Healthy Back and Bariatric Surgery). A new "Brand for Generic" program will allow the placement of brand name drugs on the lowest co-pay tier when the brand name drug is the most cost effective alternative. Under the federal Affordable Care Act, many co-pays for preventive care will be eliminated, including co-pays for screenings, tests, and counseling services. While coverage and benefits remain the same or are enhanced, employee cost-sharing will be increased; bringing UUP employee costs in line with the premium

share and Empire Plan out-of-network costs most other state employees have paid since 2011. Please read on for full details.

EMPLOYEE PREMIUM SHARE COSTS

How much more will I pay for my share of the total health insurance premium under the Empire Plan?

Most other NYS employee bargaining units and management confidential employees have been paying the higher New York State Health Insurance Program premium share demanded by the governor since October 2011. UUP's contract requires the new premium share effective January 1, 2013. Payments going back to this date will be incorporated in our premium from September 1, 2013, to December 31, 2014. This 15-month spread of the payments avoids large increases over a short period of time.

The amount your health insurance premium will increase depends upon whether you have individual or family coverage, what option you are enrolled in, and your salary. The amounts in the table below will be in effect for UUP bargaining unit members from September 2013 through December 2014. We cannot predict what the actual premium cost will be after December 2014, since rate increases could occur for the 2015 year.

The figures below incorporate the new Empire Plan premium share for UUP back to January 1, 2013, as specified in UUP's contract. Most HMO enrollees will see changes of a similar magnitude as a result of the contribution formula for other options. **HMO payment amounts vary. Please consult with your Human Resources Department if you do not have the NYSHIP rate change bulletin that Civil Service mailed to our homes in June.**

Actual annual earnings/salary will determine the premium share payment category UUP members are in for part-time and full-time employees. Part-time employee salaries are NOT annualized based on a Full-Time Equivalent. Combined annual earnings will be considered for part-time employees who work on more than one campus or have other State employment.

New Empire Plan payments in effect for September 2013 to December 2014 incorporates premium share increase back to Jan. 1, 2013

Employees who earn less than \$40,137:

Individual Plan current biweekly payments (10% share): \$28.47

Individual Plan new biweekly payments (12% share): \$36.43

\$2.76 of the new payment covers the increase back to Jan. 1, 2013

Increase per biweekly pay period: \$7.96

Family Plan current biweekly payments (25% share): \$128.96

Family Plan new biweekly payments (27% share): \$147.34
\$6.67 of the new payment covers the increase back to Jan. 1, 2013
Increase per biweekly pay period: \$18.38

Employees who earn \$40,137 or more:

Individual Plan current biweekly payments (10% share): \$28.47
Individual Plan new biweekly payments (16% share): \$53.19
\$8.30 of the new payment covers the increase back to Jan. 1, 2013
Increase per biweekly pay period: \$24.72

Family Plan current biweekly payments (25% share): \$128.96
Family Plan new biweekly payments (31% share): \$187.76
\$20.01 of the new payment covers the increase back to Jan. 1, 2013
Increase per biweekly pay period: \$58.80

When will the increased premium share take effect?

September 2013

What will my premium share payments be from January 2015 on?

We do not know at this point. We will continue to pay the new premium share percentages, but they will be based on whatever the actual premium cost is for 2015. The portion of the new premium share that covers increases back to January 2013 will continue through the 2014 year only.

Will my premium share payments be taken out as pre-tax payments?

Yes.

If I am in the lower tier for the premium share (12% for Individual and 27% for Family Coverage) what happens if I get a salary increase that moves me from the first to the second tier? When does the adjustment occur?

Currently, the salary used to calculate employees' rate of premium contribution, deductible amounts and coinsurance maximum amounts is determined on an annual basis during the month preceding the start of each calendar year.

If I am in the higher income tier for the premium share and my spouse/domestic partner is eligible for NYSHIP coverage at a salary that would qualify him/her for the lower tier, can we switch to avoid the higher premium share?

Yes. The increased premium contribution resulting from the contract would be a qualifying event under the Internal Revenue Code, therefore allowing you to voluntarily cancel your coverage.

I'm in a HMO. Does the premium share increase apply to me?

Yes. However, because the contribution for HMO coverage is dependent on the cost of coverage as it relates to the cost of the Empire Plan, the impact will vary among HMO options. **HMO costs are presented in a June, 2013 document mailed to members by the New York State Department of Civil Service: "NYSHIP Rate Changes Effective September 1, 2013."**

Will the pre-tax savings program for medical expenses (Health Care Spending Account) still be available?

Yes. The Health Care Spending Account, which allows you to pay for medical expenses with pre-tax dollars, will remain unchanged. Visit www.flexspend.ny.gov for details.

Is there any way to reduce my health insurance premium expenses?

Yes, the Productivity Enhancement Program allows qualified employees to exchange annual leave (vacation leave) credits for a fixed dollar amount to be credited on a biweekly basis toward the employee's health insurance premium contribution.

PRODUCTIVITY ENHANCEMENT PROGRAM CREDIT TOWARD PREMIUM

What is the Productivity Enhancement Program, who is eligible, and how does it work?

Full time and part time employees who accrue vacation leave may participate in the program.

Effective July 1, 2013, eligible full-time employees who enroll in the program with an annual salary at or below \$61,763 will forfeit a total of 1.5 days of annual leave in return for a credit of up to \$250 to be applied toward the employee share of NYSHIP premiums. Full-time employees who enroll in the program with an annual salary above \$61,763 and below \$88,257 will forfeit a total of 1 day of annual leave in return for a credit of up to \$250 to be applied toward the employee share of NYSHIP premiums.

In subsequent years of the contract, eligible full-time employees who enroll in the program with an annual salary at or below \$62,998 will forfeit a total of 3 days of annual leave in return for a credit of up to \$500 to be applied toward the employee share of NYSHIP premiums. Full-time employees who enroll in the program with an annual salary above \$62,998 and below \$90,020 will forfeit a total of 2 days of annual leave in return for a credit of up to \$500 to be applied toward the employee share of NYSHIP premiums.

Part-time employees may participate on a pro-rated basis.

To be eligible, employees must

- **Accrue vacation days**
- **Be eligible to receive an employer contribution toward NYSHIP premiums (or**

be on leave without pay from a position in which the employee is normally eligible for an employer share contribution toward NYSHIP premiums)

- Be a full-time employee with an annual salary within the applicable salary range (\$88,357) at the time of enrollment OR a part-time employee whose bi-weekly salary is within the salary range (\$3396) in the 2013 plan year.
- Have a sufficient annual leave balance to make the full leave forfeiture without bringing their annual leave balance below 8 days, prorated for part-time employees in accordance with their payroll percentage.

When can I enroll in the PEP Program?

To participate in the PEP program for 2013 you must apply during the Special Option Transfer Period that will be held from August 1 through August 30, 2013. Applications can be obtained from your campus Health Benefits Administrator, typically housed in the Human Resources Department. For each subsequent year, there will be an Annual PEP Enrollment Period that will be widely publicized.

How will the PEP program credit be paid to me?

The total value of the PEP credit is divided over the number of pay periods in the calendar year and is used to reduce the employee's health insurance premium contribution.

HEALTH INSURANCE CO-PAYS

Have medical co-pays changed?

Empire Plan medical co-pays have not changed, but certain preventive services will now be available without co-pays. They include screenings, tests, vaccines, and counseling services as described below.

EMPIRE PLAN PREVENTIVE CARE COVERAGE

NYSHIP's Empire Plan for enrollee groups that have lost grandfathered status under the federal Patient Protection and Affordable Care Act (PPACA) includes provisions for expanded coverage of preventive health care services. The following lists summarize preventive services covered with no copayment when received from an Empire Plan participating provider.*

Children:

Yearly preventive care (well child) visits that include height, weight and body mass index measurements, developmental screenings, behavioral assessments and medical history are covered, as well as the screenings, tests, counseling and vaccines** listed below. Note: Vaccines purchased at a pharmacy are not covered.

Screenings, Tests, Counseling:

- Certain newborn screenings including but not limited to: thyroid disease, phenylketonuria (PKU), sickle cell disease and hearing
- Gonorrhea preventive topical eye medication for newborns
- Developmental/autism screening
- Hematocrit or Hemoglobin and blood pressure screenings
- Cholesterol and lipid screening for children at higher risk
- Lead exposure screening
- Tuberculosis screening
- Visual acuity screening, children under age 5
- Hearing screening
- Obesity screening and counseling for children age 6 and older
- Screening for major depressive disorders
- HIV screening and sexually transmitted infections (STIs) screenings and prevention counseling for adolescents at higher risk
- Cervical dysplasia screening when necessary

Vaccines:

- Hepatitis A
- Hepatitis B
- Tetanus, Diphtheria, Pertussis (Td/Tdap)
- Influenza (flu)
- Haemophilus influenzae type b (Hib)
- Poliovirus (polio)
- Measles, Mumps, Rubella (MMR)
- Rotavirus
- Varicella (Chickenpox)
- Meningococcal polysaccharide (Meningitis)
- Pneumococcal conjugate (Pneumonia)
- Human Papillomavirus (HPV)

* Preventive services as described in the United States Preventive Services Task Force A and B Recommendations, the Advisory Committee on Immunization Practices (ACIP) under the Centers for Disease Control and Prevention (CDC), and the Health Resources and Services Administration (HRSA) Guidelines, including the American Academy of Pediatrics Bright Futures Periodicity Schedule.

** Doses, recommended ages and recommended populations vary

Please note that the preventive health care services listed above are not recommended for everyone. Vaccine recommendations change. You and your health care provider should decide what care is most appropriate. For specific benefit coverage details and limitations, refer to your plan documents or call The Empire Plan toll free at 1-877-7-NYSHIP (1-877-769-7447).

When will elimination of these co-pays take effect?

September 1, 2013

PRESCRIPTION DRUG CO-PAYS

Have prescription drug co-pays changed?

Empire Plan prescription co-pays for Level 1 drugs will not change. Empire Plan prescription co-pays for level 2 and level 3 drugs have increased. The amount of increase depends on the amount dispensed and whether the prescription is purchased at retail or through the mail service pharmacy. **Changes will take effect on September 1, 2013.**

Copayment for up to a 30-day supply

Level 1	\$5	(stays the same)
Level 2	\$25	(up from \$15)
Level 3	\$45	(up from \$40)

Copayment for 31-90 day supply at a network pharmacy

Level 1	\$10	(stays the same)
Level 2	\$50	(up from \$30)
Level 3	\$90	(up from \$70)

Copayment for 31-90 day supply at mail order or specialty pharmacy

Level 1	\$5	(stays the same)
Level 2	\$50	(up from \$20)
Level 3	\$90	(up from \$65)

Do the changes in drug co-pays apply to the HMOs?

Not as the result of the collective bargaining agreement. However each HMO presents its own benefit design each year so copayments for covered services and prescription drugs may change each year.

How does the new Brand for Generic drug program work?

The program allows brand name drugs to be placed on the lowest copayment tier when they cost less than available generic drugs. While generics typically cost less than brand name drugs, occasionally for a period of time after a branded drug's patent expires the Plan's cost for the branded drug is lower than that of the generic version.

What is the "New to You" program and how does it work?

The program is intended to reduce certain wastage of maintenance medications by limiting the days supply dispensed until it can be determined by the patient and their physician that the drug is the best choice for the patient. New to You requires two 30-day prescriptions (or the equivalent) of a new maintenance

medication within the prior 180 days before a supply in excess of 30 days will be authorized.

OUT-OF-NETWORK COSTS UNDER THE EMPIRE PLAN

Will the cost of out-of-network services under the Empire Plan change?

Yes. **Costs will change as of September 1, 2013.** All New York State employees must now pay higher deductibles for non-participating providers under the Empire Plan. They also have to reach a higher co-insurance maximum before full cost coverage is reached. However, what were previously separate deductibles and co-insurance maximums for different health services (Hospital, Basic Medical/Surgical, Mental Health and Substance Abuse, Home Care Advocacy Program), are now combined into a single deductible and single co-insurance maximum as follows:

Deductible: \$1,000 per enrolled employee, \$1,000 per spouse/domestic partner, \$1,000 per all dependent children combined. This is reduced to \$500 for employees earning less than \$34,318. The salary amount triggering the reduced deductible is indexed to across-the-board salary increases during the term of the agreement, so those qualifying for the lower amount will not lose eligibility.

Coinsurance Maximum: This is the amount that must be reached before the plan pays 100% of the Reasonable and Customary allowance. Before reaching the coinsurance maximum, the enrollee pays 20% and the Plan pays 80% of costs. The new combined co-insurance maximum is \$3,000 per enrolled employee, per spouse/domestic partner, per all dependent children combined. It is reduced to \$1,500 for employees earning less than \$34,318. The salary amount triggering the reduced deductible is indexed to across-the-board salary increases during the term of the agreement, so those qualifying for the lower amount will not lose eligibility.

Does the out-of-network deductible apply to all aspects of the health plan (basic medical, mental health, hospitalization)?

What were previously separate deductibles and coinsurance maximums under the Plan's basic medical and mental health and substance abuse benefits and the Home Care Advocacy Program are now consolidated into a single deductible and coinsurance maximum for the Plan's basic medical, hospital and Mental Health and Substance Abuse coverage. There is a separate \$250 deductible for services under the Managed Physical Medicine Program.

What if I am unable to find a participating provider for needed medical services?

A new Guaranteed Access Program which provides network level benefits for primary care and certain specialties in New York and contiguous counties will be available.

What is the Guaranteed Access Program?

The Empire Plan Guaranteed Access Program is designed to assure that enrollees who are eligible for the program will, subject to certain limitations, be able to access primary care and certain specialty care services at an out-of-pocket cost equal to the co-pay level for network services. These services may be provided by a network provider or through special arrangement with an out-of-network provider. Enrollees must contact UnitedHealthcare (UHC) at 1-877-7-NYSHIP (1-877-769-7447) prior to arranging care. Program staff will first attempt to assist the enrollee in locating a participating provider. If a participating provider is not available within the access standards, program staff will assist the enrollee in making arrangements with a Basic Medical Provider Discount Program physician or other out-of-network provider. Regardless of the provider's network status, the enrollee will only be responsible for the network copayment applicable to the services provided.

In addition to primary care, the Guaranteed Access Program will cover the following specialty care services: Allergy, Anesthesia, Cardiology, Dermatology, Emergency Medicine, Gastroenterology, General Surgery, Hematology/Oncology, Neurology, Ophthalmology, Orthopedic Surgery, Otolaryngology, Pulmonary Medicine, Rheumatology, and Urology.

OPT OUT PROGRAM

What is the Health Insurance Opt Out program and who qualifies?

The Opt Out benefit allows employees who are enrolled in NYSHIP with individual coverage and who have other employer-sponsored coverage available to receive an annual payment of \$1,000 for voluntarily terminating their NYSHIP coverage. Employees who are enrolled with family coverage and are eligible for and choose the Opt Out benefit will receive an annual payment of \$3,000.

When can I exercise my Opt Out option?

During the Special August 1, 2013 to August 30, 2013 Special Option Transfer Period for UUP members and each year during the Annual Option Transfer Period.

If I have opted out, can I opt back in?

Yes. If you lose your other coverage or a qualifying event as defined by Section 125 of the Internal Revenue Code occurs, you can opt back in. **You can also opt back in by reenrolling in NYSHIP during a regular annual Option Transfer period.**

Is the money I receive for opting out taxable income?

Yes.

How will this be taxed?

You should consult your tax advisor about this.

How will I receive my Opt Out payment?

The opt-out payments are made on a biweekly basis.

I am not currently in the NYSHIP since I'm covered through my spouse's private plan. Can I still be opt out?

No. You must have been enrolled in NYSHIP on April 1 of the year prior to the year in which you are selecting the opt-out benefit.

My spouse/domestic partner and I are both state employees. Can one of us opt out and be covered under the other's Family Plan?

Other coverage must be provided by an employer other than New York State.

If I opt out, will I still be eligible for vision and dental coverage under UUP's Benefit Trust Fund?

Yes. The Opt Out program applies to health insurance coverage only.

If I opt out, will I still be eligible for retiree health insurance when I retire?

Yes. As long as you meet the other requirements for coverage, participation in the Opt Out benefit is considered enrollment in NYSHIP.

If I opt out, will I still be eligible to exchange up to 200 days of sick leave for a credit toward my health insurance in retirement?

Yes.

HEALTH PLAN ENHANCEMENTS

Are there any health benefits enhancements or new programs?

There are enhanced benefits and the elimination of co-pays for preventive care, including many screenings, tests, vaccines, and counseling services. Other enhancements include Empire Plan network coverage for use of convenience care clinics and nurse practitioners as well as two additional disease management programs (Healthy Back and Bariatric Surgery). A new brand for generic program will allow the placement of brand name drugs on the lowest co-pay tier when the brand name drug is the most cost effective alternative.

Will Convenience Care Clinics be covered under the Empire Plan?

Yes. They can become participating providers under the Empire Plan.

Will nurse practitioners be covered as participating providers under the Empire Plan?

Yes. Nurse practitioners who bill independently may now become covered providers under the Empire Plan. There will be no coverage for out-of-network nurse practitioners.

What are the benefits associated with the new Disease Management Programs—Healthy Back and Bariatric Surgery?

These programs will be developed during the term of the contract by the Joint Labor/Management Committee on Health Benefits.

SICK LEAVE CREDIT FOR RETIREE HEALTH INSURANCE

Will I still be able to exchange up to 200 sick leave days at retirement for a credit toward my retiree health insurance?

Yes.

Has there been a change in the value of my 200 sick days for purposes of retiree health insurance?

Yes. The actuarial tables used to calculate the monthly credit resulting from an employee's unused sick leave have been updated to reflect increased longevity. As a result, the dollar value of sick leave an employee has accrued at the time of retirement will be divided by a larger number of months to calculate the monthly sick leave credit.

When will the change take effect?

The change will go into effect on September 1, 2013.

How will the new life expectancy actuarial tables affect the value of my sick leave credit?

Employees should consult with Human Resources to determine exactly how this change will affect them.

Can people in Tier 6 use sick leave for health insurance in retirement?

Yes.

OTHER CONTRACT CHANGES

Are there any improvements in contract provisions?

Yes. The terms and conditions under which UUP members work were enhanced in the following ways:

FOR ALL ACADEMICS AND PROFESSIONALS, FULL AND PART TIME

New Class Action Grievance

Under Article 7, UUP can file a class action grievance at Step 1 when there is more than one grievant at a single campus. Such grievance must name each grievant and be signed by the UUP statewide President.

Expansion of “no discrimination” protections

Article 10 (No Discrimination) has been expanded to cover all those with “military status.” The provision formerly referred to Vietnam veterans only.

Addition of Adoption and Foster Care to Family Sick Day Provision

Under Article 23, up to 15 sick days can be used for adoption and foster care after arrival of a child in the family home. These family care needs were previously excluded from coverage under the “family sick day” provision in our contract.

Employee Right to See Unsolicited Letters in Personnel Files

Under Article 31, UUP members will now be able to see unsolicited, signed letters placed in their official personnel files. Contract language has been changed to allow members to designate a “representative” to examine their personnel file. As a result of this change, a member can designate a UUP Labor Relations Specialist or another member (e.g., a UUP officer) to examine their file if there is a problem they need assistance with.

Job Security Review Procedures

In Article 33 contract language has been added to recommend that when employees request that the Chancellor review their non-renewal when further employment would be on the basis of continuing appointment (tenure) or permanent appointment (permanency for professionals), the employee enclose a copy of the campus president’s letter providing reasons for the non-renewal. This will help expedite the Chancellor’s review.

New appendix: Family Leave, Workplace Flexibility, Family Friendliness

This appendix, which replaces the former Appendix A-42, includes the following:

- Statement about need for family-friendliness and flexibility
- Family and Medical Leave Act (FMLA) provisions
- Options for paid time off
- Options for work schedule flexibility
- Options for temporarily stopping the “tenure clock”

Voluntary Reduction in Work Schedule Program guidelines added to VRWS Appendix

When employees need a period of time off but have no option but an unpaid leave, this program allows them to voluntarily spread pay from a period of full-time work to cover a period that would otherwise be an unpaid leave. There has been confusion about whether UUP Academics and Professionals are eligible to participate. Putting the program guidelines into the UUP contract will clarify its applicability to all our members.

FOR PROFESSIONALS

Inclusion of new groups in on-base salary Service Awards

Two groups of full-time professionals that were excluded from previous \$500 on-base Service Awards are now included: Division III athletic titles and Appendix C Fundraising titles. All professionals in those two groups that have already reached seven years of service will receive this increase, as well those who reach seven years of service going forward. Continuing a provision from the previous contract, Professionals who reach permanent appointment and Professionals in Appendix A titles who reach a second five-year term appointment (from 2011 on) will receive the \$500 on base increase.

Expanded eligibility for On-call/Recall

Campus presidents will have the discretion to designate Professionals as eligible for on-call/recall pay. Under the previous contract, eligibility for on-call/recall was limited to specific job titles at the hospitals.

Evaluation and Promotion of Professionals

The procedural steps for evaluation of Professionals will be put into Article 7 (Grievance Procedure) and clarifying language will be added to Appendix A-28. This was the No. 1 priority item for contract language improvement based on member input collected at the beginning of the negotiations process. Upon notice that a performance program is late, a supervisor will complete it immediately, and such performance program shall be dated from completion date to end of program period.

A professional employee may not be evaluated for performance during a period when a performance program was not in place. The period of evaluation cannot commence before a copy of the Performance Program is given to the employee. Violation of the above provisions can be grieved.

It will be noted in Appendix A-28 that if the college president fails to issue a decision within the required 90 days of receiving an appeal for denial of promotion, it shall be deemed a denial of the request for purposes of the employee's right to file an appeal to the University Review Board.

Elimination of salary rank restrictions on eligibility for early permanent appointment

Professionals at all salary ranks can now apply for early permanence (one-time choice, outcome final).

Appendix C Fundraising titles

Appendix C titles were expanded and new employees in these positions will not be eligible for permanent appointment. They will be eligible for three-year term appointments after completing their first three years of service. Existing employees who have permanent appointment will retain their permanent

appointment and those who are on a path to permanency will remain on that path. New employees may be placed in the new titles where warranted. All full-time employees in Appendix C titles as well as existing employees who achieve permanency are eligible for the \$500 on base salary Service Awards. New employees in Appendix C titles will be eligible for a Service Award after completing seven years of service.

Appendix A-32 Executive Level Review of Professional Issues

An Executive Level Labor/Management Committee will be convened within six months of ratification to discuss professionals' job titles and other issues, beginning with Information Technology titles.

FOR ACADEMICS

Inclusion of full-time Lecturers in on-base salary Service Awards

Full-time lecturers excluded from previous \$500 on-base Service Awards are now included. All full-time lecturers that have already reached seven years of service will receive this increase, as well as those who reach seven years of service going forward. Continuing a provision from the previous two contracts, academics who reach continuing appointment (tenure) from 2011 on will receive the \$500 on-base increase.

FOR LIBRARIANS

Executive Level Review of Librarians' Issues

This UUP/State Executive Level Committee will convene after contract ratification to discuss possibilities for moving forward on issues of concern to Librarians. Topics of discussion can include titles, obligation, protected time, and compensation concerns.

FOR PART-TIME EMPLOYEES (Academics and Professionals)

Salary Increases

Part-time employees are eligible for the same across-the-board salary increases as full-time employees. They will also receive the three additional on-base salary increases on a pro-rata basis. The 2013 \$500 on-base increase, 2014 \$250 on base increase, and 2015 \$500 on-base increase will be pro-rated for part-time employees. For employees who teach, it is based on the number of courses taught; for employees who do not teach, it is based on the percent FTE (See more detailed explanation under salary provisions at the beginning of the Q & A).

Discretionary Salary Awards

Part-time employees are eligible for the Discretionary Awards provided for in the Agreement and each campus must allocate a percentage of its discretionary pool to part-timers based on the actual percentage of part-timers on each campus.

Service Awards

Part-time employees are eligible for the Service Awards provided for in the Agreement as follows: A \$500 lump-sum bonus payment (not added to basic annual salary) will be awarded after eight years of consecutive service at the campus at which they are currently employed and every eight years thereafter. Such employees are eligible for only one service award every eight years.

[Health Insurance Benefits](#)

Part-time employees continue to get full health insurance coverage if they meet eligibility criteria, which have not changed. They also are eligible for all Benefit Trust Fund programs (Vision, Dental, Life Insurance) if they are eligible for health insurance coverage.

[Health Insurance Costs](#)

Increased health insurance costs (premium share, out-of-network services under the Empire Plan) are now tiered such that those with lower incomes pay less than those with higher incomes. Most of UUP's part-timers are likely to fall into the lower tier for these costs.

[Productivity Enhancement Program](#)

Part-time employees who accrue vacation leave are eligible to participate in the Productivity Enhancement Program.

[Pre-Tax Savings Plans](#)

Part-time employees are eligible to participate in the pre-tax savings programs: Health Care Spending Account, Dependent Care Advantage Account, NYS-Ride. They are eligible for the employer contribution for the Dependent Care Advantage Account, which will resume in January 2014.

[Grant Programs](#)

Part-time employees are eligible for all UUP/NYS Joint Labor Management Programs, e.g., individual development awards and campus grants. At least 15 percent of grant monies must be allocated to part-time employees.

[Shorter Time to Term Appointment: 45-day Notice of Non-Renewal and Earlier Eligibility for ORP](#)

Part-time employees will now be eligible for a term appointment after four consecutive semesters (instead of six under the previous contract). Part-time employees on a term (rather than temporary) appointment must be given 45 days' notice of non-renewal. Since part-time employees with term appointments are eligible to elect the SUNY Optional Retirement Program (ORP), this change will allow for earlier eligibility for the ORP. Upon hire, part-timers are eligible to join either ERS or TRS, depending on their title. Once they get a term appointment, they become eligible to join the ORP. Since they are considered optional members, they do not have to join a system. If they join ERS/TRS, they

may switch to the ORP once eligible. If they fail to do so within 30 days, they must remain in ERS/TRS for life.

Other Contract Provisions

All basic contract protections apply to part-time employees, unless specifically designated for full-time employees.

Does the tentative agreement contain any new protections from job loss?

The same language the State agreed to put in every state employee union contract is repeated in the UUP tentative agreement. It states that "only material or unanticipated changes in the State's fiscal circumstances, financial plan or revenue will result in potential layoffs. Workforce reductions due to the closure or restructuring of facilities, as authorized by legislation or SAGE determinations are excluded from these limitations." This does not provide much protection beyond the retrenchment and notice of non-renewal provisions we already have in the UUP contract.