



2016-2022 State/UUP Tentative Agreement – Contract Highlights

Full contract language has been agreed to and a complete copy of the marked-up contract will be mailed to members' homes as part of the contract ratification materials. What follows is a summary of the tentative agreement's principal features and substantive changes.

DURATION

July 2, 2016 – July 1, 2022

The proposed agreement runs for six years. This includes the roughly two years since the expiration of the previous agreement, plus an additional four years. Notably, this proposed agreement extends one year beyond the current agreements with all other New York State unions.

COMPENSATION

The proposed contract increases compensation for all members, with on-base money in each year. It includes 2% across-the-board increases in each of six years (including retroactive money for work between July 2, 2016 and ratification). In each of the final four years, it includes an additional 1% pool of on-base money split evenly between dollars for discretionary salary increases and money dedicated to address salary inequity and compression. The first year's discretionary payment, though not to base, provides for a \$600 lump sum payment to full-time employees, pro-rated for part-timers. This, coupled with retroactive pay, will put considerable cash in members' pockets shortly after ratification. During the agreement, members will see significant gains in base salaries.

After decades of struggle, UUP has established an escalating part-time minimum salary for academics. We pushed for higher rates, of course, but the inclusion of part-time minimums in the contract is a historic gain for our unit. Additionally, the agreement establishes new compensation for employees who are required to work on certain major holidays and includes significant rate increases for on-call work.

Across-the-Board Base Salary Increases:

- 2% (effective July 2 or Sept. 1, 2016 depending on professional obligation)
- 2% (effective July 1 or Sept. 1, 2017 depending on professional obligation)
- 2% (effective July 1 or Sept. 1, 2018 depending on professional obligation)

- 2% (effective July 1 or Sept. 1, 2019 depending on professional obligation)
- 2% (effective July 1 or Sept. 1, 2020 depending on professional obligation)
- 2% (effective July 1 or Sept. 1, 2021 depending on professional obligation)

With the across-the-board increases, members will see an effective increase in their paychecks of 6.1% compounded as soon as practicable following ratification. Over the life of the agreement, the across-the-board increases will boost salaries by approximately 12.6% compounded.

The across-the-board increases will be fully retroactive for all employees on payroll at ratification and for all individuals who retired between July 2, 2016 and the date of ratification. One half of the retroactive pay will be paid as soon as practicable following ratification. The second half will be paid on the first pay date following July 1, 2019.

Discretionary Compensation:

- July 1, 2017 (payable as soon as practicable after ratification)
 - Full-time employees will receive a \$600 across-the-board lump-sum payment, not to base. Part-time employees will receive a pro-rated share.
- July 1, 2018 (payable no later than Dec. 31, 2018)
 - 1% pool for discretionary awards (not-on-base)
- July 1, 2019 (payable no later than Dec. 31, 2019)
 - 0.5% pool for discretionary salary increases (on-base)
 - 0.5% pool for salary increases to address compression issues (on-base)
- July 1, 2020 (payable no later than Dec. 31, 2020)
 - 0.5% pool for discretionary salary increases (on-base)
 - 0.5% pool for salary increases to address compression issues (on-base)
- July 1, 2021 (payable no later than Dec. 31, 2021)
 - 0.5% pool for discretionary salary increases (on-base)
 - 0.5% pool for salary increases to address compression issues (on-base)
- July 1, 2022 (payable no later than Dec. 31, 2022)
 - 0.5% pool for discretionary salary increases (on-base)
 - 0.5% pool for salary increases to address compression issues (on-base)

For the first time, one-half of the discretionary salary pools in each of the last four years of the agreement have been dedicated to address issues of equity, compression, and inversion. The contract establishes an executive-level labor-management committee charged to develop a methodology for analyzing and addressing salary compression on campuses for full-time and part-time employees, and provides that each campus will devote on-base discretionary funds to redressing salary inequities revealed by the analysis. This will supplement regular, on-base Discretionary Salary Increases (DSI) in each of the final four years of the proposed agreement.

All employees who are on payroll June 30 of the applicable contract year and on the date of payment will be eligible for DSI and/or equity adjustments. Also eligible are part-time academic employees who are on payroll April 30 and who leave payroll on or prior to July

1, but who are re-employed on the date of DSI distribution.

Part-time Academic Faculty Minimums:

For the first time, the tentative agreement establishes contractual system-wide minimum salaries for part-time academic faculty who are compensated on a per-course basis. These minimums will apply per three-credit course or three-credit course equivalent.

- Effective the semester beginning after July 1, 2019
 - University Centers and HSCs - \$3,000
 - Comprehensive and Tech Campuses - \$2,500
- Effective the semester beginning after July 1, 2020
 - University Centers and HSCs - \$3,250
 - Comprehensive and Tech Campuses - \$2,750
- Effective the semester beginning after July 1, 2021
 - University Centers and HSCs - \$3,500
 - Comprehensive and Tech Campuses - \$3,000
- Effective the semester beginning after July 1, 2022
 - University Centers and HSCs - \$3,750
 - Comprehensive and Tech Campuses - \$3,250

Part-time academic faculty members who are compensated on a per-course basis will receive salary increases in each year of the agreement of either the 2% increases or the applicable part-time minimum, whichever is greater.

On-Call Pay:

- Effective July 1, 2019 the current on-call pay rate of \$4.35 per hour will increase to \$6 per hour upstate and \$8 per hour in New York City and on Long Island.

Holiday Pay:

- Effective Thanksgiving 2019, employees who are required to work on Thanksgiving or Christmas may, in addition to their regular compensation for the day, choose to receive time-and-one-half holiday pay instead of time and-one-half holiday comp-time for work on these holidays.
- Effective January 1, 2020, employees who are required to work on New Year's Day may, in addition to their regular compensation for the day, choose to receive straight time holiday pay instead of straight time holiday comp-time for such work.

Department Chair Compensation:

- The proposed agreement removes existing prohibitions that have prevented department chairs from receiving a stipend for chair duties and extra service compensation at the same time. Instead, it establishes that the combined total of any stipend plus extra service compensation may not exceed 20% of basic annual salary during the academic year. Any summer stipend plus summer extra service will be combined for the earnings calculations under the SUNY summer employment policy.

Compensation Reopener:

- The 2016-2022 Tentative Agreement includes general salary increases for fiscal years over which several other State unions are still negotiating. In particular, no current collective bargaining agreement covering State employees includes fiscal year 2021-22. If another State unit ratifies a contract which includes general salary increases exceeding 2% in any fiscal year covered by the State/UUP agreement without corresponding financial concessions, the State has agreed that UUP may reopen negotiations over a general salary increase.

LEAVE BENEFITS

New York State Paid Family Leave:

The proposed agreement provides for paid family leave, another longstanding bargaining priority for our unit. UUP is the first State bargaining unit to negotiate into coverage by the New York State Paid Family Leave Law (PFL), and we have done so in ways that coordinate the statutory benefits with existing leave provisions in our contract.

Assuming ratification, beginning January 1, 2019, UUP-represented employees who meet statutory eligibility criteria will be covered by the provisions of the PFL. This statute provides partially-paid time off, continuation of health benefits and job protection during leave for the following purposes: bonding with a child in the first year following birth, adoption or foster care placement; caring for a family member with a serious health condition; or assisting family members deployed abroad for military service.

Leave Benefit Levels:

- Effective January 1, 2019, an eligible employee may receive up to 10 weeks of paid family leave in a 52-week period at 55% of the employee's average weekly wage, not to exceed 55% of the NYS Average Weekly Wage (SAWW).
- Effective January 1, 2020, an eligible employee may receive up to 10 weeks of paid family leave in a 52-week period at 60% of the employee's average weekly wage, not to exceed 60% of the SAWW.
- Effective January 1, 2021, an eligible employee may receive up to 12 weeks of paid family leave in a 52-week period at 67% of the employee's average weekly wage, not to exceed 67% of the SAWW.

The 2018 SAWW is currently \$1305.92 per week (or \$67,907.84 per year). The SAWW is adjusted annually by the NYS Department of Labor.

Payroll Deduction:

The PFL benefit is supported by a small payroll deduction adjusted annually by the NYS Department of Financial Services. The current deduction for 2018 is 0.126% of an employee's weekly wage or of SAWW whichever is less. This results in a maximum withholding of \$3.29 per pay period for someone making \$67,907.84 per year or more. Someone earning \$30,000 per year would pay \$1.45 per pay period.

Use of PFL Leave:

PFL may be taken in full-day increments on either a continuous or intermittent basis. PFL time to bond with a new child may be taken at any time during the first twelve months after the child's birth or placement in the home. PFL time may also be taken on days the employee will be providing care for a qualifying family member with a serious health condition or assisting a military family member when deployed abroad.

Coordination of PFL Leave with Contractual Leave Benefits:

An eligible employee taking time off to bond with a child or to care for or assist a qualifying family member may elect either to receive full pay by charging leave credits in accordance with Article 23 of the State/UUP Agreement OR to receive the statutory PFL benefit. The two benefits cannot be used simultaneously, but can be used successively to supplement one another. Use of paid leave will not be counted against an employee's annual PFL entitlement. This will allow eligible employees to coordinate use of PFL with use of sick leave, vacation leave and/or VRWS leave to maximize paid time off and continuation of health insurance while absent from work on family leave.

Leave Accrual Rates for Part-time Professionals:

The basis on which newly hired part-time professionals earn vacation and sick leave accruals will change if the tentative agreement is ratified. This change will NOT impact current part-time professionals.

- Current part-time professionals will continue to accrue vacation leave and sick leave based on existing salary thresholds escalating by the 2% across-the-board increases in each year of the agreement.
- Part-time professionals who are initially appointed on or after July 1, 2018 will accrue vacation and sick leave based on their payroll percentage (i.e., the percentage of full-time professional obligation they work).

CHILD CARE LEAVE "TENURE CLOCK STOP" – SUNY BOT POLICY CHANGE

The proposed agreement amends Article XI, Title B and C of the SUNY Board of Trustees Policies to provide a mandatory "tenure clock stop" for academics and professionals, at an employee's written request, following child birth, adoption or foster care placement. This "clock stop" will occur without drop to qualified rank or change in title. This reforms the current practice, which implicitly penalizes employees (mainly women) who stop their tenure clock to care for a new child, by removing the need to secure supervisory permission and by ensuring that they remain at appropriate rank.

- Academic employees with an academic-year obligation may elect a clock stop of either one or two semesters.
- Academic employees with a calendar-year obligation may elect a clock stop of either six months or twelve months.
- Professional employees may elect a clock stop for up to the length of the employee's leave associated with child birth, adoption or foster placement.

HEALTH BENEFITS

Health benefit premium shares remain unchanged in this tentative agreement. However, the agreement does include increases in out-of-pocket costs paid by Empire Plan enrollees. UUP bargained hard to constrain these costs, and the price hikes are far less dramatic than the increases initially sought by the State. These increases will help constrain annual health insurance premium increases, which are shared by UUP-represented Empire Plan enrollees and the State. The Empire Plan changes do not apply to members enrolled in HMOs. Out-of-pocket costs for HMO enrollees are reviewed and adjusted annually by each HMO.

Empire Plan In-Network Medical Copays:

Effective 1/1/19, in-network copayments for care received from participating medical professionals will increase as follows:

- Office visit copay - \$25 (\$5 change)
- Urgent care copay - \$30 (\$10 change)
- Ambulatory surgery copay - \$50 (\$20 change)
- Ambulance services - \$70 (\$35 change)

Empire Plan In-Network Hospital Copays:

Effective 1/1/19, in-network copayments for outpatient care received in in-network hospital settings will increase as follows:

- Outpatient visit copay - \$50 (\$10 change)
- Urgent Care copay - \$50 (\$10 change)
- Emergency Room copay - \$100 (\$30 change)
- Ambulatory Surgery copay - \$95 (\$35 change)
- Out-patient PT copay - \$25 (\$5 change)

Empire Plan Out-of-Network Cost Sharing:

Effective January 1, 2019, the combined annual deductible for non-network care will increase \$250 to \$1,250 per enrollee/\$1,250 per spouse or partner/\$1,250 per all dependent children combined. Employees earning less than \$37,820 (escalating by ATB increases) will be subject to a deductible that is ½ of the above.

Effective January 1, 2019, the combined annual coinsurance maximum for non-network care will increase \$750 to \$3,750 per enrollee/\$3,750 per spouse or partner/\$3,750 per all dependent children combined. Employees earning less than \$37,820 (escalating by ATB increases) will be subject to a combined coinsurance maximum that is ½ of the above.

Empire Plan Rx Drug Program:

Effective January 1, 2019, Empire Plan prescription drug copayments will be:

30-day supply at retail or mail order:

- Level 1 - Generic: \$5 (no change)
- Level 2 - Preferred: \$30 (\$5 increase)
- Level 3 - Non-Preferred: \$60 (\$15 increase)

31-90 day supply at retail:

- Level 1 - Generic: \$10 (no change)
- Level 2 - Preferred: \$60 (\$10 increase)
- Level 3 - Non-Preferred: \$120 (\$30 increase)

31-90 day supply at mail order or specialty pharmacy

- Level 1 - Generic: \$5 (no change)
- Level 2 - Preferred: \$55 (\$5 increase)
- Level 3 - Non-Preferred: \$110 (\$20 increase)

Maintaining the existing copayment for generic drugs was an important goal in negotiations. Of all prescriptions filled by UUP enrollees/dependents, 83% are for Level 1 (generic drugs). In comparison, 13% are for Level 2 (preferred drugs) and 4% are for Level 3 (non-preferred drugs).

The New-to-You Program, which required employees to purchase two 30-day fills of a new medication before purchasing a 90-day fill, has been abolished.

Opt-out Program:

The Opt-out Program will end beginning with the 2019 plan year. This program, first implemented with the 2014 plan year, allowed certain employees who have alternate (non-NYS) health insurance coverage to receive a cash credit for "opting-out" of NYSHIP coverage. Employees who have alternate coverage may still choose not to enroll in State provided NYSHIP coverage (thereby avoiding the bi-weekly cost of the employee share of premium) but will not receive the additional cash credit.

Part-time Employee Eligibility for Health Benefits:

Previously, our contract established that part-time academic employees teaching two or more courses were eligible for health insurance. The proposed agreement makes the following adjustment:

- Effective beginning January 1, 2019, part-time academic employees who teach six or more credits, contact hours, or credit equivalents will be eligible for health insurance.
- Current part-time professional employees will remain eligible for health insurance based on the existing salary thresholds increasing 2% in each year of agreement. Part-time professional employees hired on or after January 1, 2019 will be eligible for health insurance if they have a professional obligation of at least half-time.

Part-time Employee Health Insurance Premium Share:

The tentative agreement resolves an ongoing dispute regarding how the State determines which premium share part-time employees should be required to pay.

The 2011-16 Agreement established two employee premium share tiers. Full-time employees earning \$40,137 or more (escalating by the 2% increases) pay premium shares of 16% for individual and 31% for dependent ("family") coverage. Full-time employees

earning less than \$40,137 (escalating by the 2% increases) pay premium shares of 12% for individual and 27% for dependent ("family") coverage.

During the 2011-2016 Agreement, a dispute developed over how part-time employees were placed in the lower or higher tier. At issue was whether premium share tier placement should be determined based on the employee's actual annual compensation or an "annualized" full-time equivalent annual compensation (which is the standard practice in other NYS bargaining units). Secondly, there was dispute regarding how and when the State was reviewing and determining annual compensation for tier placement.

The tentative agreement resolves both issues. Beginning with the 2019 plan-year, part-time academic employees and current part-time professional employees will have their premium share tier determined based on their actual annual compensation (i.e., NOT based on an "annualized" full-time equivalent). The agreement also provides that tier placement for each plan-year (January to December) will be based on a review the prior October of total compensation for the preceding twelve months. UUP has agreed that there will be no retroactive adjustments (up or down) of premiums already paid. Going forward, academic and current professional employees will pay premium share based on actual compensation. New part-time professional employees (hired on or after January 1, 2019) will have their premium share tier determined based on an "annualized" full-time equivalent like workers in other NYS bargaining units.

New Joint Committee on Health Benefits (JCHB) Charges:

The JCHB will work with the State to implement either a debit card or electronic submission process to streamline submission of medical expenses for payment/reimbursement from employee Medical Flexible Spending Accounts. Implementation will occur January 1, 2019 or as soon as practicable thereafter.

The JCHB will work with the State to develop a voluntary Value Based Design pilot program designed to improve health care outcomes while lowering overall costs through copay waivers or reductions.

The JCHB will work with the State to develop a voluntary Telemedicine pilot program designed to increase access to health care services.

PRODUCTIVITY ENHANCEMENT PROGRAM (PEP)

Employees who accrue vacation leave may reduce their bi-weekly health insurance premium deduction by enrolling in the PEP. Employees who enroll sell back a certain number of vacation days for a credit which is applied on a bi-weekly basis to reduce the employee's share of their health insurance premium. Both full-time and part-time employees can participate. Eligible part-time employees participate on a pro-rated basis. The tentative agreement

improves PEP in two ways. First, it increases the cash credit to \$600 starting in 2019. Second, it includes a new second tier benefit.

July-December 2018 (6-month benefit) –

- Salary at or below \$66,885 - 1½ days for \$250 or 3 days for \$500.
- Salary between \$66,885 and \$95,534 - 1 day for \$250 or 2 days for \$500.

Calendar Year 2019 –

- Salary at or below \$68,192 - 3 days for \$600 or 6 days for \$1,200.
- Salary between \$68,192 and \$97,448 - 2 days for \$600 or 4 days for \$1,200.

Calendar Year 2020 –

- Salary at or below \$69,558 - 3 days for \$600 or 6 days for \$1,200.
- Salary between \$69,558 and \$99,394 - 2 days for \$600 or 4 days for \$1,200.

Calendar Year 2021 –

- Salary at or below \$70,946 - 3 days for \$600 or 6 days for \$1,200.
- Salary between \$70,946 and \$101,379 - 2 days for \$600 or 4 days for \$1,200.

Calendar Year 2022 –

- Salary at or below \$72,366 - 3 days for \$600 or 6 days for \$1,200.
- Salary between \$72,366 and \$103,413 - 2 days for \$600 or 4 days for \$1,200.

UUP BENEFIT TRUST FUND CONTRIBUTIONS

The UUP Benefit Trust Fund (UUP-BTF) supports the dental and vision benefits that the UUP-BTF provides to benefits-eligible UUP-represented employees. State contributions to the (UUP-BTF) will increase in each year of the agreement as follows:

- 2016-17 – \$275 per person per quarter
- 2017-18 – \$275 per person per quarter
- 2018-19 – \$285 per person per quarter
- 2019-20 – \$296 per person per quarter
- 2020-21 – \$308 per person per quarter
- 2021-22 – \$314.25 per person per quarter

Dependent Scholarship Program:

The increase in State contributions will allow the UUP-BTF to reestablish a Dependent Scholarship Program for children of UUP-represented employees who are enrolled at SUNY schools. Details of that program will be announced after ratification by the BTF Trustees.

JOINT LABOR MANAGEMENT COMMITTEE PROGRAMS

Joint Labor Management Committee Programs include funding for Individual Development Awards (IDAs), Drescher Awards, and other programs. The proposed agreement increases funding for these important programs. The Joint Committee will meet after ratification to determine funding allocations and implementation timelines for each program.

Funding for all Joint Labor Management Committee programs and benefits will increase by 2% in each year of the agreement as follows:

- 2016-17 - \$3,562,475
- 2017-18 - \$3,633,725
- 2018-19 - \$3,706,399
- 2019-20 - \$3,780,527
- 2020-21 - \$3,856,137
- 2021-22 - \$3,933,260

WORK-LIFE SERVICES PROGRAMS

The new agreement completes the merger of the Employee Assistance Program (EAP) and the Family Benefits Program (FBP) into a single Work-Life Services Program (WLS). This is an administrative merger that is not intended to impact the benefits and/or services provided by either EAP or FBP. To ensure this, the agreement includes a new appendix which protects the level of funding for and the allocation of that funding to each program.

WLS Pre-tax benefits:

Employer contributions to pre-tax Dependent Care Advantage Accounts (DCAA) for 2018 will be made to existing DCAA Accounts as soon as practicable after ratification. The DCAA program and the employer contribution will be available in each year of the Agreement. The employer contribution will continue as follows:

Employee Gross Annual Salary:	Employer Contribution:
Up to \$30,000	\$800
\$30,001 to \$40,000	\$700
\$40,001 to \$50,000	\$600
\$50,001 to \$60,000	\$500
\$60,001 to \$70,000	\$400
Over \$70,000	\$300

The pre-tax NYS-Ride Program through which employees can currently purchase mass-transit passes on a pre-tax basis will continue in the new agreement. In addition, the State has agreed to a joint study of the viability of taking payroll deductions for employer-provided parking on a pre-tax basis and of expanding the pre-tax NYS-Ride program to allow employees to pay for parking not provided by the employer on a pre-tax basis.

The State will establish a new pre-tax adoption assistance program as soon as practicable after ratification. This program will allow enrolled employees to set side up to \$10,000 per year to pay for certain adoption-related expenses on a pre-tax basis.

DUE PROCESS ISSUES

Improving due process for bargaining unit members was an important focus for the UUP team in this round of negotiations. At the same time, the State also had demands in this area. The result: important new protections are balanced against two issues of concern to management.

- When an employee who is alleged to be guilty of misconduct is asked to resign prior to disciplinary charges being issued, management will be required to provide that employee with written notice of their due process rights, including the right to consult with representation, prior to obtaining that employee's written resignation.
- Employees who are questioned in equal employment or Title IX investigations will be entitled to representation when questioned if, at the time of questioning, the employee is the target of the investigation.
- A new appendix will encourage campuses to remove counseling memoranda from the official personnel file after three years if no subsequent events which suggest that continued retention in the file is necessary have occurred.
- A second appendix provides that notices of interrogation will not be placed in official personnel files unless management subsequently decides to proceed with formal disciplinary action.
- The statute of limitations for serving notices of discipline alleging sexual harassment of students or co-workers will increase to 7 years.
- The timeframe for serving a Notice of Discipline after an employee has been suspended without pay will increase from 5 to 10 work days.
- The per-diem rates that arbitrators may charge for arbitration hearing days (split equally by the State and UUP) will increase from the current \$800 per day to a maximum of \$1,400 per day. This increase should significantly expand the number of arbitrators willing to hear State/UUP arbitrations and help to speed up the arbitration process.

EMPLOYEE ORGANIZATIONAL LEAVE (EOL)

New EOL provisions conform the list of UUP statewide officers eligible for full-time union leave to the recently amended UUP Constitution. It allows time not used by the statewide Membership Development Officer to be used for chapter officer release time. Additional provisions clarify procedures that UUP must use to request EOL for UUP meetings, and to identify employees who are authorized to attend those meetings.

CLERY ACT/TITLE IX REPORTING

All academic faculty members and professionals in academic advisement, career services, continuing education, financial aid, instructional support, athletics, residential life, or student activities/affairs who witness, or who receive a report from a student of, violence or harassment on the basis of sex or gender prohibited by Title IX or certain crimes

covered by the Clery Act will be required to notify appropriate campus personnel. This reporting obligation will not apply until individual employees have received training on the scope of the new reporting obligation.

HOSPITAL SCHEDULING

The State proposed that management have full discretion to change the schedules of shift employees on 30 days' notice. UUP insisted that scheduling must be negotiated. Both parties raised significant issues that require more focused review and consideration. The parties have committed to continue negotiating over the subject matter of hospital scheduling and entering into an agreement designed to address both the needs of the SUNY hospitals and the concerns of hospital shift-work employees. Assuming the tentative agreement is ratified, UUP and the State will continue meeting to reach an agreement on hospital scheduling provision(s) for hospital employees who work on shifts. An agreement will be reached no later than December 31, 2018, and the agreement that is reached will be implemented on July 1, 2019.

ESSENTIAL EMPLOYEES - EMERGENCY CONDITIONS

A new appendix will require each campus to clearly identify employees who perform services anticipated to be "essential" during weather emergencies or in other extraordinary circumstances. In general, "essential" employees perform duties that involve: continuing care or safety of patients, students, property or animals; maintenance of mission critical systems; or emergency relief, response and recovery.

LIBRARIAN ISSUES

Continuing Executive Level L/M review will focus on protected time for research/scholarship. This will include reviewing how the JLMC Calendar Year Employee Leave Program might be better promoted to and utilized by Librarians. In addition, SUNY will clarify that academic librarians may be appointed on either an academic or calendar year basis and may be appointed to either the librarian or professorial title series.

PROFESSIONAL IT TITLE SERIES

SUNY has committed to review existing SUNY IT titles and title structure due to issues raised in UUP's A-32 Survey: SUNY Information Technology Titles.

ONLINE EDUCATION

The parties have agreed to meet in Executive Level L/M to review issues of mutual concern related to the impact of on-line education initiatives on UUP represented employees.