

UUP/State Tentative Agreement 2011-2016 Details:

COMPENSATION

A. Across the Board Salary Increases

Effective July 1 of each year (applied to minimum salary)

2011-12: 0%

2012-13: 0%

2013-14: 0%

2014-15: 2%

2015-16: 2%

B. Chancellor's Power of SUNY Performance Incentives (not Triboroughed)

Payable each year of the Agreement as noted below in the discretion of the Chancellor, to all employees on the payroll at each year's eligibility date:

2013: \$500 added to basic annual salary (prorated for part-time employees)

2014: \$250 added to basic annual salary (prorated for part-time employees)

2015: \$500 added to basic annual salary (prorated for part-time employees)

C. Presidential Discretionary Awards (not Triboroughed)

The Presidential Discretionary Award is a lump sum bonus payment (not added to basic annual salary) used to recognize performance. Effective July 1 of each year and payable by December 31 of each year:

2013: 0.5% of payroll distributed as a lump sum bonus payment not added to basic annual salary at the discretion of the campus president. For each campus, a percentage will be earmarked for part-timers based on the actual percentage of part-timers on that campus.

2014: 0.5% of payroll distributed as a lump sum bonus payment not added to basic annual salary at the discretion of the campus president. For each campus, a percentage will be earmarked for part-timers based on the actual percentage of part-timers on that campus.

2015: 0.5% of payroll distributed as a lump sum bonus payment not added to basic annual salary at the discretion of the campus president. For each campus, a percentage will be earmarked for part-timers based on the actual percentage of part-timers on that campus.

2016: 1% of payroll distributed as a lump sum bonus payment not added to basic annual salary at the discretion of the campus president. For each campus, percentage earmarked for part-timers based on the actual percentage of part-timers on that campus.

D. Service Awards - Triboroughed

Effective 2011-12 and continuing

Full-Time Employees, Effective 7/2/11 and continuing

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

- Continuing appointment
- Permanent appointment
- Second 5-year term Appendix A appointment
- Upon completion of 7 years in Appendix C, lecturer, and Appendix B-4 Division III titles

Part-Time Employees, Effective 7/2/11 and continuing

A \$500 lump sum bonus payment (not added to basic annual salary) will be made to part-time employees after 8 years of consecutive service at the campus at which they are currently employed and every 8 years thereafter. Such employees are eligible for only one service award every 8 years.

ON-CALL/RECALL

Article 20.16 (Recall) and 20.17 (On-call)

- Will maintain Appendix A-16 list
- Local management discretion to identify, add and delete positions other than those listed in Appendix A-16 as eligible for on-call/recall (as defined in 20.16 and 20.17) based on departmental/program needs and market conditions. Management will provide notice to UUP.
- Applies to hospital and non-hospital positions not encompassed within titles listed in A-16.
- May be adjusted annually
- Advance notice of 30 days to be given to employees serving in positions other than those titles identified in A-16.
- Appropriate amendment to relevant sections of Article 20 to reflect a change in recall and on-call pay authority

ARTICLE 7 GRIEVANCE PROCEDURE

Article 7.2 will incorporate procedural steps of Policies of the Board of Trustees Article XII, Title C.4 regarding evaluation of professionals.

Article 7.4 - UUP can file a class action grievance at Step 1 of the grievance process 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.

ARTICLE 10 NO DISCRIMINATION

Replace "Vietnam era veterans" with "military status."

ARTICLE 21 STATEWIDE JOINT LABOR-MANAGEMENT COMMITTEES
(Funding for UUP Labor-Management Grant Programs)

2013-14: \$3,357,000

2014-15: \$3,424,140 (2% increase)

2015-16: \$3,492,623 (2% increase)

UUP members will be eligible for the Dependent Care Advantage Account employer contribution, effective 1/1/2014.

ARTICLE 23 LEAVES

a. Deficit Reduction Plan

Employees will have their salary reduced by the value of a total of nine days over the course of fiscal years 2013-2014 and 2014-15. Once the reductions begin, employees shall be scheduled to take off a total of two days during the course of those fiscal years by determination of each campus president. Such determination shall be within the sole discretion of each campus president. The cash value of seven days shall be repaid to employees in equal installments over 39 payroll periods beginning with the final payroll period of fiscal year 2015-2016 in the exact amount at which the seven days were taken. Employees who separate from service prior to full repayment of the days reduced shall be paid the balance of money owed at the time of their separation, up to seven days.

b. 23.4 (Family sick days)

Use of up to 15 sick days to care for a newly adopted or new foster care child following the child's arrival in the family home

ARTICLE 31 PERSONNEL FILES

a. 31.1a Unsolicited but signed letters placed in the employee's official personnel file shall be accessible to the employee for review and response.

b. 31.3 Change "member" to "representative" as follows:

A designated representative of UUP,....

ARTICLE 33 JOB SECURITY REVIEW PROCEDURES

33.4a Recommend employee enclose a copy of President's reasons letter with request to Chancellor.

ARTICLE 39 HEALTH INSURANCE

Premium Share

Contributions for all employees shall be adjusted as soon as practicable, on a going forward basis, through the end of the Plan Year to be equivalent to the increases below, effective 1/1/13 in lieu of the State’s proposed \$1,000 lump sum payment during the term of the agreement. Thereafter, the adjustments below shall apply:

| <u>Income Level</u> | <u>INDIVIDUAL COVERAGE</u> | | <u>DEPENDENT COVERAGE</u> | |
|------------------------------|-----------------------------------|------------------------------|----------------------------------|------------------------------|
| | <u>State Share</u> | <u>Employee Share</u> | <u>State Share</u> | <u>Employee Share</u> |
| FT Salary less than \$40,137 | 88% | 12% | 73% | 27% |
| FT Salary \$40,137 or more | 84% | 16% | 69% | 31% |

Medical/Surgical Program

Combined Deductible

A single combined deductible in the amounts below may be satisfied by covered expenses incurred for services covered under the basic medical program, non-network services covered under HCAP and non network services covered under the MHSA program.

\$1,000 per enrolled employee, per spouse, per all dependent children combined, effective upon ratification. Claims prior to ratification will not be re-adjudicated. Reduced to \$500 for employees earning less than \$34,318. The salary amount triggering the reduced deductible is indexed to ATB salary increases during the term of the agreement.

Combined Coinsurance Maximum

A single coinsurance maximum in the amounts below may be reached through the accumulation of coinsurance incurred for covered expenses under the basic medical, hospital and MHSA programs.

\$3,000 per enrolled employee, per spouse, per all dependent children combined, effective upon ratification. Claims prior to ratification will not be re-adjudicated.

Reduced to \$1500 for employees earning less than \$34,318. The salary amount triggering the reduced deductible is indexed to ATB salary increases during the term of the agreement.

Benefit Management Program

The Joint Committee on Health Benefits and the State will evaluate the current pre notification of radiology services and review the viability of pre authorizing non-urgent/non-emergency cardiologic procedures and testing.

Guaranteed Access

Provides network level benefits for primary care and certain specialties in New York and contiguous counties

Routine Health Exams

Paid in full under Patient Protection and Affordable Care Act (PPACA); \$20 for non-PPACA services

Adult Immunizations

Paid in full under Patient Protection and Affordable Care Act; \$20 for herpes zoster under age 60

Convenience Care Clinics

Covered; par only \$20 co pay when applicable

Nurse Practitioners

Covered provider, par only, \$20 co pay when applicable

Disease Management Programs

Add at least 2 additional through Joint Committee: Healthy Back and Bariatric surgery

Patient Protection and Affordable Care Act Mandated Benefits

Paid in full benefits for certain immunizations, screenings and preventive services; non-participating provider charges for services rendered in a hospital emergency room are considered under Basic Medical subject to deductible, but not coinsurance.

Copayment for up to a 30-day supply

| | |
|----------------|------|
| Level 1 | \$5 |
| Level 2 | \$25 |
| Level 3 | \$45 |

Copayment for 31-90 day supply at a network pharmacy

| | |
|----------------|------|
| Level 1 | \$10 |
| Level 2 | \$50 |
| Level 3 | \$90 |

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

| | |
|----------------|------|
| Level 1 | \$5 |
| Level 2 | \$50 |
| Level 3 | \$90 |

Brand for Generic Program

Allows the placement of brand name drugs on the lowest co-pay tier when the brand name drug is the most cost effective alternative.

New to You Drugs

Requires two 30 day prescriptions (or the equivalent) of a new maintenance medication before a supply in excess of 30 days will be authorized. If a patient presents a prescription for more than a 30 day supply of a maintenance medication, the PBM will review the last 180 days of the patient's history to determine whether at least 60 days worth of the drug had been previously dispensed. If not, the longer duration fill will be denied and a 30 day fill will be approved.

Opt Out

\$1,000 on an annual basis for opting out of individual coverage; \$3,000 for opting out of family coverage, prorated and paid biweekly. Subject to IRC §125 restrictions. Other coverage must be provided by an employer other than NYS. Unless newly eligible to enroll in NYSHIP, to be eligible, the employee must be enrolled in NYSHIP prior to 4/1 of the previous plan year. Participation in Opt Out considered to be enrollment in NYSHIP for all purposes, including retiree health insurance coverage and use of sick leave credits toward health insurance premiums in retirement.

Sick Leave Credit/Actuarial Table

Provide an adjustment to crediting of unused sick leave toward reducing health care insurance premiums in retirement such that for retirements going forward effective no less than 30 days from the ratification and notification from the Department of Civil Service, the appropriate actuarial table applicable to employees shall be the table then in effect.

ARTICLE 40 UUP BENEFIT TRUST FUND

(Covers dental, vision, life insurance)

| | |
|---------|--|
| 2011-12 | Funding remains the same |
| 2012-13 | Funding remains the same |
| 2013-14 | Funding remains the same |
| 2014-15 | Increase of \$50 per employee per year contribution (\$12.50 per quarter) |
| 2015-16 | Additional increase of \$50 per employee per year contribution (\$12.50 per quarter) |

ARTICLE 41 JOINT COMMITTEE ON HEALTH BENEFITS

Add the following:

- Evaluate current Pre-Notification of Radiology Services and review viability of pre-authorizing non-urgent/non-emergent cardiologic procedures and testing
- Implementation and ongoing oversight of a voluntary Healthy Back Program
- Implementation and ongoing oversight of a Bariatric Surgery Management Program
- Solicit Health Risk Assessment Program and implement voluntary participation. Incentivized program as well as development of educational efforts to influence healthy lifestyles.

ARTICLE 55 DURATION

July 2, 2011-July 1, 2016

WORKFORCE REDUCTION LIMITATIONS

For the Fiscal Years 2011-2012 and 2012-2013, employees shall be protected from layoffs (retrenchments) resulting from the facts and circumstances that gave rise to the present need for \$450 million in workforce savings. For the term of the agreement, 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.

APPENDIX A-26 PRODUCTIVITY ENHANCEMENT PROGRAM

PEP program for employees who earn vacation leave as follows:

2013 Effective 7/1/13 on a pro-rated basis

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.

Calendar Years 2014, 2015, 2016

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 \$90,022 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.

APPENDIX A-28 MEMORANDA OF UNDERSTANDING RELATING TO EVALUATION AND PROMOTION FOR PROFESSIONAL EMPLOYEES

Insert the following in Memorandum re: System of Evaluation for Professional Employees: Section V.A(6)(a), last sentence: The evaluation period cannot start prior to the date upon which the employee receives a copy of the written performance program.

Insert the following in Memorandum re: System of Promotion and Certain Salary Increases for Professional Employees:

Section III, E (2)(b), paragraph 3, second sentence: In the event a decision is not issued within the 90 calendar day period, the College President shall be deemed to have denied the request for purposes of the employee's right to file an appeal to the University Review Board....

APPENDIX A-32 EXECUTIVE LEVEL REVIEW OF PROFESSIONAL ISSUES

On a date as soon as practicable, but no later than 6 months, after the execution of the Agreement, and agreeable to the parties, the Executive Committee shall convene to discuss and review issues of mutual interest pertaining to professional employees. The first category of issues to be addressed by the Committee shall be with regard to Information Technology (IT), including but not limited to titles and title families. The agreement to review these issues in the labor-management forum will not constitute a waiver of any management or union right or prerogative.

APPENDIX A-42 FAMILY LEAVE

Replace former Appendix A-42 with revised appendix.

New Appendix includes

- Statement about need for family-friendliness and flexibility
- FMLA provisions
- Options for paid time off
- Options for Work Schedule Flexibility
- Stopping the “Tenure Clock”

APPENDIX A-46 VRWS PROGRAM

Voluntary Reduction in Work Schedule Program Guidelines will be added to the appendix

APPENDIX A-48 EXECUTIVE LEVEL REVIEW OF LIBRARIAN ISSUES

On a date as soon as practical after the execution of the Agreement, GOER, SUNY, and UUP shall meet at the Executive Level to discuss issues regarding librarians. Those issues include but are not limited to titles, obligation, protected time, and compensation concerns. The agreement to review these issues in the labor-management forum will not constitute a waiver of any management or union right or prerogative.

SUNY BOARD OF TRUSTEES POLICIES – EARLY PERMANENCE

Article XI Title C, Sec. 4 Appointment of Employees

Eliminate salary rank restrictions on eligibility for initial permanent appointment. Option available to all salary ranks upon notification to chief administrative officer. One time election, outcome final.

BOT POLICIES – TERM APPOINTMENTS FOR PART-TIME EMPLOYEES

Article XI, Title D Term Appointment 2(b) (1)

Eligibility for a part-time term appointment shall be reduced from six consecutive semesters to four consecutive semesters.