CHAPTER OFFICER FOR CONTINGENTS’ HANDBOOK

STATEWIDE CONTACTS

**UUP Headquarters**

Mailing Address:

United University Professions

PO Box 15143,

Albany, NY 12212

Phone: 1.800.342.4206

Fax: 1.800.812.9446

UUP Benefit Trust Fund: 1.800.887.3863

**Location:**

800 Troy-Schenectady Road

Latham, NY 12210

**Website:**

www.uupinfo.org

**Social Media:**

X, BlueSky, and Instagram: @uupinfo

**Officers’ email:**

President: Frederick E. Kowal, Ph.D. [fkowal@uupmail.org](mailto:fkowal@uupmail.org)

Vice President for Professionals: Carolyn Kube [ckube@uupmail.org](mailto:ckube@uupmail.org)

Vice President for Academics: Alissa Karl, Ph.D. [akarl@uupmail.org](mailto:akarl@uupmail.org)

Secretary-Treasurer Jeri O’Bryan-Losee [jobryan@uupmail.org](mailto:jobryan@uupmail.org)

[SECTION 1: CHAPTER CONTACTS 4](#_Toc197419170)

[SECTION 2: CHAPTER OFFICER FOR CONTINGENTS HANDBOOK 5](#_Toc197419171)

[2.1 UUP Versus SUNY and NYS Terminology 5](#_Toc197419172)

[2.2 Part-Time and Full-Time Appointment Types & Notice of Non-Renewal 5](#_Toc197419173)

[SECTION 3: CHAPTER OFFICER FOR CONTINGENTS HANDBOOK 6](#_Toc197419174)

[3.1 Grievances (Article 7) 6](#_Toc197419175)

[3.2a. Campus-level Labor-Management Meetings (Article 8) 6](#_Toc197419176)

[3.2b. State-Level Labor Management Meetings (Article 8) 6](#_Toc197419177)

[3.3 Academic Freedom (Article 9) 7](#_Toc197419178)

[3.4 Copyright Protection (SUNY Board of Trustees Policies, Title J; NYS-UUP Contract Appendix A-23) 7](#_Toc197419179)

[3.5 No Discrimination (Article 10) 7](#_Toc197419180)

[3.6 Leave for Union-Related Activities – Employee Organization Leave (Article 11) 7](#_Toc197419181)

[3.7 Discipline (Article 19) 8](#_Toc197419182)

[3.8 Compensation (Article 20) 8](#_Toc197419183)

[Part-Time Academic Faculty Minimum Salaries, per three-credit course or 3-credit course equivalent: 8](#_Toc197419184)

[Statewide Minima for Professionals 9](#_Toc197419185)

[Across-the-Board Salary Increases 9](#_Toc197419186)

[The 2022-26 Agreement provides for on-base Discretionary Salary Increases (DSI) as follows: 10](#_Toc197419187)

[Retention Awards: 10](#_Toc197419188)

[Achieving Permanent or Continuing Appointment: 10](#_Toc197419189)

[Lump Sum Bonus: 11](#_Toc197419190)

[Living Wage Increases for Lowest-paid Academic Ranks and SL Grades: 11](#_Toc197419191)

[On-Call/Recall, Holiday Pay, Inconvenience Pay for Professionals 11](#_Toc197419192)

[Downstate and Mid-Hudson Location Stipends 11](#_Toc197419193)

[PGY Salary Schedules 12](#_Toc197419194)

[3.9 Grant Programs: Statewide Joint Labor-Management Committees (Article 21, 42, 43, 44, 45) 12](#_Toc197419195)

[3.9 Progressively Longer Appointments (Policies of the Board of Trustees, Art XI, Title D) 13](#_Toc197419196)

[3.10 leaves (Article 23) 13](#_Toc197419197)

[Vacation leave: 13](#_Toc197419198)

[Sick Leave: 13](#_Toc197419199)

[Additional Family Leave Provisions (Article 23 and Appendix A-42) 13](#_Toc197419200)

[Leave donation program (Appendix A-45): 14](#_Toc197419201)

[3.11 Professional Meetings (Article 27) 14](#_Toc197419202)

[3.12 Appointment, Evaluation and Promotion (Article 30) 15](#_Toc197419203)

[3.13 Personnel Files (Article 31) 15](#_Toc197419204)

[3.14 Notice of Non-Renewal (Article 32) 15](#_Toc197419205)

[3.15 Health Insurance & Other Benefits 16](#_Toc197419206)

[Disability Insurance 16](#_Toc197419207)

[Retiree/Dependent Health Insurance 17](#_Toc197419208)

[3.16 Vision, Dental, Life Insurance, Dependent Tuition Scholarship: UUP Benefit Trust Fund (Article 40) 17](#_Toc197419209)

[3.17 Work-Life Services Programs: EAP, Flex Spending Accounts, Childcare Centers, etc. (Article 46) 17](#_Toc197419210)

[3.18 Tuition Assistance for Bargaining Unit Members – Space Available (Article 49) 18](#_Toc197419211)

[3.19 Retirement and Pension 18](#_Toc197419212)

[SUNY Human Resources Portal 18](#_Toc197419213)

# SECTION 1: CHAPTER CONTACTS

[FILL IN AS NEEDED.]

Phone:

Fax:

Webpage:

Facebook:

Twitter:

Chapter Assistant:

Labor relations specialist:

elected officers and other chapter Leaders email

chapter President:

VP for Academics:

VP for Professionals:

Officer for contingents:

Secretary:

Treasurer:

Membership Development officer:

Grievance officer:

CHAPTER CONTACTS

elected officers and other chapter Leaders email Delegates:

other chapter Leaders, e.g., committee chairs:

Building (or Department) Reps:

# SECTION 2: CHAPTER OFFICER FOR CONTINGENTS HANDBOOK

What is a Contingent Employee?

## 2.1 UUP Versus SUNY and NYS Terminology

The UUP Constitution defines contingent academics as “those persons appointed to any academic position which does not prescribe eligibility for continuing appointment [tenure].” It defines contingent professionals as “those persons appointed to any professional position which does not prescribe eligibility for permanent appointment [permanence].” **(UUP Constitution, Article III, Sec. 2)**. This refers to any employee whose state title does not include a provision that allows them to be reviewed for possible continuing or permanent appointment (tenure). Both part-time and full-time employees can be employed in positions that are not eligible for “tenure.”

The term “contingent” is not used in SUNY job descriptions, employee appointment letters, the SUNY Board of Trustees Policies, or the NYS-UUP Contract. The term does not have meaning as an official employment category in New York State Civil Service regulations or statutes that govern NYS employer employee relations and obligations. The term was adopted by the UUP Delegate Assembly for use in the UUP Constitution to describe any full-time or part-time employee who is ineligible for continuing or permanent appointment (tenure).

## 2.2 Part-Time and Full-Time Appointment Types & Notice of Non-Renewal

Contingent employees can be appointed for terms that may last less than one year, with a maximum appointment length of up to 3 years. There are some categories of contingent Professionals that can be given 5-year term appointments. Sometimes, contingent employees are hired on a temporary appointment which can be terminated by the employer at any time.

After four consecutive semesters of work, part-time employees should be given a term appointment. This entitles them to a job for the period of time specified in their appointment letters. If they are not to be rehired when their specified term expires, they are entitled to at least 45 calendar days of notice prior to expiration of their current term appointment. **[NYS-UUP Contract Article 32.1 (a) and SUNY Policies of the Board of Trustees Article XI, Title D, Paragraph 2, Section (b)]**.

If a full-time employee is in service on a temporary appointment after three consecutive years, they must be given reasons for such appointment **(NYS-UUP Contract Article 30.1)**. When on a term appoint ment, full-time employees are entitled to the following notice of non-renewal provisions: three months’ notice prior to the end of a term expiring at the end of their first year of service; six months’ notice prior to the end of a term expiring after completion of one , but not more than two years of service; 12 months’ notice prior to the expiration of a term after completion of two or more years of uninterrupted service **(NYS-UUP Contract, Article 32)**.

A UUP Position Statement on Contingent Employment was adopted by the statewide Executive Board on July 10, 2015. It’s posted on the UUP website at:

https://uupinfo.org/reports/reportpdf/contingentsPositionPaper.pdf

# SECTION 3: CHAPTER OFFICER FOR CONTINGENTS HANDBOOK

Contingent Employees and the NYS-UUP Contract

This section provides highlights of some of the contract provisions that may be of specific interest to contingent employees. It does not cover the entire contract or all provisions that apply to UUP bargain ing unit members, including part-time and full-time contingent employees.

## 3.1 Grievances (Article 7)

All employees, whether part-time or full-time, permanent or contingent, have the right to file a grievance if their contractual rights have been violated. If you think your contractual rights have been violated, you can contact a chapter officer or call, e-mail, or stop by your chapter office as soon as possible. The first step will be to determine whether the problem you are having constitutes a griev ance or whether it can be resolved with assistance from a UUP officer or Labor Relations Specialist. If a grievance should be filed on your behalf, it must be filed with 45 calendar days “following the act or omission giving rise thereto, or within 45 calendar days of the date on which the employee first knew or reasonably should have known of such act or omission if that date is later.” **(NYS-UUP Contract, Article 7.5a)**

## 3.2a. Campus-level Labor-Management Meetings (Article 8)

UUP chapter officers have the right to meet with the college president or their designee(s) on a regular basis. The college president must attend at least once each semester. These meetings are meant to pro vide a forum to address the concerns of UUP and its members—including contingent employees—and concerns of management. Contingent employees have the right to bring to the attention of their chap ter officers concerns they wish to see addressed in these meetings. In addition to the general Labor Management meetings the chapter is entitled to schedule with management, the college president or their designees must meet with UUP once each month to discuss matters pertaining exclusively to part time employees. In other words, the chapter can call for Labor-Management meetings focused on the issues of part-time employees.

## 3.2b. State-Level Labor Management Meetings (Article 8)

Representatives of the Governor’s Office of Employee Relations must meet with UUP “at mutually agreed-upon times to discuss matters of interest raised by either party.” In addition, “the SUNY Chan cellor, or designee(s), shall meet with UUP representatives twice each semester for the purpose of discussing matters of interest raised by either party, including those matters necessary to the imple mentation and administration of this Agreement which are University-wide in nature.” State-level Labor-Management meetings typically address issues that are relevant across UUP’s chapters.

## 3.3 Academic Freedom (Article 9)

The contract’s Academic Freedom provision applies to all faculty, whether full-time or part-time employees. SUNY shall “maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom faculty members may, without limitation, discuss their own subject in the classroom; they may not, however, claim as their right the privilege of discussing in their classroom controversial matter which has no relation to their subject.” In addition, a “principle of responsibility” in the contract’s Academic Freedom section prevents employees from speaking on behalf of the institution that employs them.

## 3.4 Copyright Protection (SUNY Board of Trustees Policies, Title J; NYS-UUP Contract Appendix A-23)

Copyright protection is addressed in the **SUNY Policies of the Board of Trustees, Article XI, Title J**, which says “Generally, the members of the staff of the University shall retain all rights to copyright and publish written works produced by them.” While faculty own the course and research materials they produce, there are circumstances under which a campus may have the rights to copyright, such as in a “work for hire” situation. It is critical to direct questions about individual circumstances and copyright to the chapter. See “Copyright and Intellectual Property: Your Rights as a SUNY Employee” http://uupinfo.org/reports/reportpdf/intellectualProperty.pdf

## 3.5 No Discrimination (Article 10)

UUP members, including full-time & part-time contingent employees, are contractually protected from “all forms of illegal discrimination.” **Article 10** also establishes a joint State-UUP Diversity, Equity, and Inclusion Committee “to review and develop recommendations on matters of mutual interest in the areas of equal employment and affirmative action concerning minorities, women, persons with disabilities and persons with military status.” Claims of discrimination (as defined by law) are not grievable under Article 7 (Grievance Procedure) of the UUP contract.

## 3.6 Leave for Union-Related Activities – Employee Organization Leave (Article 11)

**Article 11** of the UUP-NYS contract provides for Employee Organization Leave (EOL). This allows UUP members, including full-time & part-time contingent employees, to get leave from their jobs to attend UUP Delegate Assemblies if elected as delegates, statewide Executive Board meetings if elected to the Board, and state-level UUP committee meetings if appointed to committees. There are additional provisions to cover Empire State College Executive Board members, chapter Grievance Chairs, and members officially involved in contract negotiations and labor-management meetings with the state. UUP must adhere to a state process for requesting and documenting EOL. Consult with your chapter officers for details.

## 3.7 Discipline (Article 19)

**Article 19** of the UUP-NYS contract provides due process protections for all bargaining unit members, including full-time & part-time contingent employees, who are subject to disciplinary action by a cam pus administration. Counseling may occur before formal disciplinary action (a Notice of Discipline). Members are encouraged to contact their chapter office as needed to obtain assistance and informa tion about the discipline process and their options for UUP representation or private counsel. Get the full-page flier at: https://uupinfo.org/contract/pdf/KnowYourDisRights.pdf

## 3.8 Compensation (Article 20)

Starting salaries are set by and vary across each SUNY campus, with the NYS-UUP contract specifying minimum salaries for various employee groups. Campuses may pay above, but not below, the specified minimum salaries. **Article 20** specifies minimum salaries for full-time contingent employees and for part-time academic employees who are compensated on a per course basis. Salaries for part-time Professional employees are typically pro-rated to full-time positions in their units/departments.

### Part-Time Academic Faculty Minimum Salaries, per three-credit course or 3-credit course equivalent:

* Effective the semester beginning after July 1, 2023
* University Centers and Health Science Centers $4,000
* Comprehensive and Technology Colleges $3.500
* Effective the semester beginning after July 1, 2024
* University Centers and Health Science Centers $4,500
* Comprehensive and Technology Colleges $4,000
* Effective the semester beginning after July 1, 2025
* University Centers and Health Science Centers $5,000
* Comprehensive and Technology Colleges $4,500
* Effective the semester beginning after July 1, 2026
* University Centers and Health Science Centers $6,000
* Comprehensive and Technology Colleges $5,500

In each year of the 2022-2026 contract, part-time academics who are compensated on a per course basis will receive across-the-board increases or the applicable part-time minimum, whichever is greater. Campus-established per-course minima salaries will escalate either to the new statewide minima or by the across-the-board raises in instances where those campus minima exceed the newly established statewide minima.

### Statewide Minima for Professionals

Effective July 1, 2024:

Salary Level 1:

* Calendar Year: $43,372
* College Year: $36,421

Salary Level 2

* Calendar Year: $49,261
* College Year: $41,328

Salary Level 3

* Calendar Year: $55,151
* College year: $46,239

Effective July 1, 2025:

Salary Level 1:

* Calendar Year: $ $45,372
* College Year: $ $38,088

Salary Level 2

* Calendar Year: $ 51,261
* College Year: $ 42,995

Salary Level 3

* Calendar Year: $ 57,151
* College year: $ 47,906

### Across-the-Board Salary Increases

The 2022-2026 Agreement includes the following Across the Board Raises:

* 2% (effective July 2 or Sept. 1, 2022, depending on professional obligation)
* 3% (effective July 1 or Sept. 1, 2023, depending on professional obligation)
* 3% (effective July 1 or Sept. 1, 2024, depending on professional obligation)
* 3% (effective July 1 or Sept. 1, 2025, depending on professional obligation)

Part-time and full-time contingent employees receive the same negotiated across-the-board raises as non-contingent employees. Eligibility for a specific year’s raise requires being on SUNY payroll by specific eligibility dates during the year the raise is for. Contract provisions accommodate part-time employees who are employed for a portion of a year and off payroll at other times. Questions about an employee’s eligibility for a raise can be directed to the chapter office. Discretionary Salary Increases

### The 2022-26 Agreement provides for on-base Discretionary Salary Increases (DSI) as follows:

* July 1, 2023: 0.5% pool for flat ATB distribution. Full-time employees will receive a $400 lump sum payment, to base. Part-time employees will receive a prorated share.
* July 1, 2024 (payable no later than Dec. 31, 2024): 0.5% pool for discretionary awards (on base)
* July 1, 2025 (payable no later than Dec. 31, 2025): 0.5% pool for discretionary awards (on base)
* July 1, 2026 (payable no later than Dec. 31, 2026): 0.5% pool for discretionary awards (on base)

Part-time and full-time contingent employees are eligible for each DSI if on payroll on each DSI eligibility date; however the campus administration determines which UUP bargaining unit members receive DSI in the years 2024, 2025, and 2026.

### Retention Awards:

The proposed agreement builds upon the existing service award to establish a retention/longevity award structure, providing on-base salary increases for employees who have worked 7 and 12 or more years. The retention award structure recognizes the value of experience and commitment, helps with salary compression, and it minimizes the managerial discretion inherent in the DSI structure. Establishing the longevity structure has been a decades-long priority for our union. Effective July 1, 2024 the existing service award will be increased from $500 to $1000 for eligible full-time employees. Current employees who have already received $500 will receive an additional $500 added to their base salary. Employees who become newly eligible will receive $1000 added to their base salary. The retention award is attained when employees meet the following criteria:

### Achieving Permanent or Continuing Appointment:

Achieving a second five-year term appointment for those employed in titles listed in **Article XI, Appendix A of the Board of Trustees Policies**.

Completing seven years of full-time service as a lecturer or in titles listed in **Appendix B, Section 4—Division III Sports,** or **Article XI, Appendix C**

A newly bargained provision expands eligibility to include all employees who have completed seven years of full-time service in any qualified academic rank (contingent) titles (e.g., Clinical, Research and Visiting titles).

Beginning July 1, 2025, all employees who have worked for 12 consecutive years and who meet the eligibility criteria outlined above will receive a second Retention Award of $800 added to base salary. Past service in eligible titles will be counted, so any eligible employee who has already passed the 7- or 12-year marks will receive the on-base increases in the year that each longevity step implements.

The existing service award for part-time employees will continue to be in effect: part-timers will receive $500 (lump sum, not to base) after 8 years of consecutive service, recurring every 8 years afterwards

### Lump Sum Bonus:

Employees who are on-payroll, or on authorized unpaid leave, at ratification and who continue on payroll or on authorized unpaid leave through April 30, 2024 will earn a $3000 lump sum bonus, not added to base salary, not pensionable, and prorated for part-time employees. Employees who separate from payroll during the break between the Fall 2023 and Spring 2024 semesters but who otherwise meet the eligibility requirements shall remain eligible. The award will be split into two payments. Full-time employees will receive $1500 on the first payroll after July 1, 2024, and $1500 on the first payroll after July 1, 2025. Employees who meet the initial eligibility requirements, but who separate from service after April 30, 2024 but before one or both payout dates, will receive both payments.

### Living Wage Increases for Lowest-paid Academic Ranks and SL Grades:

The proposed agreement increases minimum salaries at rates higher than the ATB adjustments for SL1, SL2, and SL3 professionals, and for academics in the titles of Assistant Librarian, Instructor, Sr. Assistant Librarian, Lecturer, and Assistant Professor. This includes many contingent academic and professional employees. For the contract years 2023, 2024, and 2025, minimum salaries will be raised by $2000 per year for those working on 12-month calendar-year appointments, and $1667 per year for those working on 10-month academic- or 11-month college-year appointments. Employees will receive either the minimum salary increases or the ATBs, whichever is greater. For those employees currently working at the minimum salary, this represents a salary increase of between 13.3% and 17.5% (depending on rank or grade) over the course of the agreement. This provision, in concert with increases in the per-course minimum and the flat rate distribution of a portion of DSI money, helps ensure that all UUP members earn a living wage and helps offset the inflationary pressures of recent years, which are typically felt most acutely by those at lower income levels.

### On-Call/Recall, Holiday Pay, Inconvenience Pay for Professionals

Contingent Professionals may be covered by the On-Call/Recall, Holiday Pay, and Inconvenience Pay provisions in **Article 20**, depending on their specific jobs. This primarily affects employees at the hospitals.

### Downstate and Mid-Hudson Location Stipends

Full-time contingent employees who work in the Downstate and Mid-Hudson areas designated in **Article 20** are eligible for location stipends, which are not added to base salary.

The Location Stipend for full-time employees who receive the Downstate Adjustment (currently $3026) will increase as follows:

* 7/1/23—$3087
* 7/1/24—$3400
* 7/1/25—$4000

The Location Stipend for full-time employees who receive the Mid-Hudson Adjustment (currently $1513) will increase as follows:

* 7/1/23—$1543
* 7/1/24—$1650
* 7/1/25—$2000

### PGY Salary Schedules

For the first time, the PGY salary schedule for Medical Residents and Fellows, who are contingent employees, will be included in and protected by the agreement (**see Appendix 18**). The PGY salary schedules advance by the across the board increases, plus additional adjustments to establish or maintain salaries comparable to other residency programs.

Beginning July 1, 2023 for Residents and Fellows who work at Downstate and Stony Brook, PGY salaries for PGY years 1-5 will be increased by $1000.00 after the ATB increases. These salaries will then adjust by the ATB increases thereafter.

For Residents and Fellows who work at Upstate, the PGY scale will be adjusted as follows:

* 7/1/23—add $2000.00 after ATB increases
* 7/1/24—add $2000.00 after ATB increases
* 7/1/25—add $2000.00 after ATB increases
* 7/1/23—establish a PGY 7 step

Beginning July 1, 2023, the Head Resident differential at Downstate and Stony Brook will increase to $3000.00. At Upstate it will increase to $2500.00

## 3.9 Grant Programs: Statewide Joint Labor-Management Committees (Article 21, 42, 43, 44, 45)

The new Agreement significantly increases funding for Joint Labor Management Programs and expands maximum individual award levels and eligibility criteria for Individual Development Award grant (IDAs). Part-time and full-time contingent and non-contingent employees are eligible to apply for IDAs, which can be used to fund conference travel, professional development activities, and eligible research expenses. CLEFR, Professional Development Grant Program, Campus Grants, Safety & Health Training Award Program, Grants for Employees with Disabili ties Program, Campus Training and Leadership Workshops, Enrollment Enhancement Program, and the Calendar Year Employee Leave Program (for full-time employees with a 12-month obligation). These are jointly administered by UUP-NYS Labor-Management committees.

The IDA program guidelines can be found here: https://oer.ny.gov/system/files/documents/2024/01/ida\_program-guidelines-2023-2024-11-21-2023.pdf

An overview of all UUP JLMC Programs can be found here:

## 3.9 Progressively Longer Appointments (Policies of the Board of Trustees, Art XI, Title D)

After three years or six semesters of continuous employment, part-time employees (academics and professionals) will be granted one-year term-appointments.

After seven years of continuous appointment, full time qualified academic rank employees (e.g., Lecturers, Clinical Faculty, Research Faculty) at non-HSC campuses will be granted three-year term appointments.

The Agreement recognizes that a part-time academic might have a course canceled due either to low enrollment in the class they are scheduled to teach or if a course must be reassigned to keep a full-time faculty member at full load. However, the provision includes language that gives first consideration to those part-time faculty who have been granted one-year term appointments when any new courses are added. This establishes some seniority rights in the process of reestablishing course load in the event of a class cancellation.

## 3.10 leaves (Article 23)

### Vacation leave:

**Article 23** specifies the vacation time earned by part-time and full-time employees on calendar year (12-month) or college-year (less than 12 months, but more than an academic year) appointments. If any request is refused, the member must be informed of the reason in writing.

### Sick Leave:

Our contract guarantees all employees sick leave, which is earned monthly. It also defines how this leave can be used. Up to 30 sick days can be used in each year of the contract for the death or illness of a family member. Up to 15 sick days can be used for care of a newly adopted child or a new foster child. Sick leave accruals can be used by birth mothers to obtain paid leave for pregnancy.

### Additional Family Leave Provisions (Article 23 and Appendix A-42)

Part-time and full-time contingent employees are eligible for both NYS Paid Leave (PPL) and the NYS Paid Family Leave (PFL)Law benefit according to terms negotiated in the UUP-NYS contract. These are nation-leading parental leave benefits for our part-time contingent employees.

Paid Parenting Leave provides for up to twelve weeks of fully paid parenting leave. PPL covers birth, adoption, or foster placement, and can be taken anytime within seven months of a new child’s introduction to the employee’s home. Full-time and part-time health benefits-eligible employees who have worked at SUNY for at least six months (calendar year employees) or one semester (academic year employees) will be eligible for PPL. This new leave provision can be taken instead of, or in addition to, existing leave opportunities including appropriate charge to accruals or Paid Family Leave to extend the period of bonding with a new child. Details of the PPL can be found in **Appendix A-42, Section VII**.

Paid Family Leaveallows up to 12 weeks of partially paid time off, continuation of health benefits, and job protection within the first year of birth, adoption, or foster care placement, for care of a family member with a serious health condition, and for assisting family members deployed abroad for military service. Employees whose obligation is primarily other than teaching whose regular obligation is 20 hours or more per week, and academic employees who teach two courses per semester are eligible for this benefit after 26 consecutive workweeks of employment. Employees whose obligation is primarily other than teaching who work less than 20 hours per week and part-time academics who teach one course per semester are eligible after completing 175 work days of employment. In addition, seven-month unpaid childcare leave can be granted at the employee’s request.

See UUP’s Family Leave/Work-Life Services Guide, which includes a specific section for part-time employees:

Holidays: Contingent and non-contingent employees who work on a calendar year or college year basis are entitled to contractual holidays specified in Article 23, with compensatory time and holiday pay options.

### Leave donation program (Appendix A-45):

Employees who accrue vacation days can donate leave to assist employees who have exhausted their sick leave but are in need of paid sick time due to illness. Academic-year employees, who do not accrue vacation days, cannot donate to the program but they can be recipients of days donated by colleagues with vacation accruals. Contingent employees who will be out on leave for two weeks or longer (e.g., after delivering a baby or while treating a serious illness) and who do not have enough sick leave time themselves should contact their UUP chapters to enquire whether they may be eligible to request donated leave time.

## 3.11 Professional Meetings (Article 27)

Contingent employees can request access to funds for professional meetings through UUP’s negotiated Individual Development Awards program, other Joint Labor-Management grant programs (See Section 3.9 above), or through their campus if administrations provide possibilities for such funding. If an employee receives funding to attend a professional meeting, the following contract provision applies. “The State and UUP recognize the importance of attendance at professional meetings to professional growth and development and, accordingly, departments are encouraged to make funds available for attendance at such meetings. Where funds are made available, the employee shall not be required to charge leave accruals for such attendance.”

## 3.12 Appointment, Evaluation and Promotion (Article 30)

When employees are appointed to positions, they are to be given, in writing, all the requirements and responsibilities their positions entail. Part-time employees must also be informed as to which benefits they are entitled (health, leave, and other benefits), if any. The specific information that must be in appointment letters is specified in this contract article. The article also references **Articles XI** and **XII of the SUNY Board of Trustees Policies**, which specify rules and procedures related to Appointment of Employees and Evaluation/Promotion respectively.

## 3.13 Personnel Files (Article 31)

The University must maintain an official personnel file for all employees covered under the NYS-UUP contract. All employees have the right to review their official personnel file. Check with your chapter office to find out where on campus these files are kept. For example, they could be in the Provost’s Office, Human Resources Office, or some other office on campus.

## 3.14 Notice of Non-Renewal (Article 32)

This article specifies how long before the end of a term appointment employees must be notified that they are going to be non-renewed. Employees on temporary appointments are not entitled to such notice. Part-time and full-time employees on term appointments are entitled to notice but required notice periods vary.

After four consecutive semesters, part-time employees should receive a “term” appointment. This entitles employees to employment for the period of time specified in their appointment letters. If they are not rehired when their term expires, they are entitled to at least 45 calendar days of notice prior to the expiration of their current term.

Full-time employees on term appointments have the following notice of non-renewal requirements:

* Three months prior to the end of a term expiring at the end of an appointee’s first year of uninterrupted service.
* Six months prior to the end of a term expiring after completion of one, but not more than two years of uninterrupted service.
* 12 months prior to the expiration of a term after two or more years of uninterrupted service.

Full-time Professionals with titles in **Appendix B-1** and **B-2 of Article XI of the SUNY Board of Trustees Policies (Athletic Titles)** must receive not less than six months’ notice prior to expiration of their term appointment.

## 3.15 Health Insurance & Other Benefits

All full-time employees are eligible for health insurance.

Part-time employees who meet the eligibility requirements below receive full coverage in the New York State Health Insurance Program (NYSHIP), including prescription drug coverage.

Coverage is provided for 26 weeks (13 pay periods) for each semester. Employees who work two semesters, or 10 months, receive a full year (52 weeks; 26 pay periods) of coverage.

Eligibility:

* Part-time academic employees who teach six credits, contact hours or credit equivalents in any one semester at a single campus or across two or more state-operated SUNY campuses.
* Part-time professional employees and part-time academic employees with obligations that are primarily other than teaching hired before Jan. 1, 2019, attain eligibility based on their salary as stipulated in Article 39.1.
* Part-time professional employees and part-time academic employees with obligations that are primarily other than teaching hired after Jan. 1, 2019, are eligible if their professional obligation is at least one-half of full-time equivalent professional obligation.

Employees pay a share of the premium cost that varies based on their annual salary. Part-time employ ees who do not qualify for the health insurance program are permitted to participate on a full premium cost basis at the group rate.

Graduate students who join UUP’s bargaining unit without any break in service from their employment in titles represented by GSEU will have the 42-day waiting period for benefits eligibility waived.

Health Insurance Premium Savings – Productivity Enhancement Program **(Appendix A-26)** Part-time and full-time contingent employees who accrue vacation leave (Those on calendar or college year appointments – not academic year appointments) may elect to exchange a few vacation days for a credit toward the employee share of their health insurance premium.

A UUP Productivity Enhancement Program flier with enrollment information will be issued in the fall in each year of the contract prior to the NYSHIP Open Enrollment Period.

### Disability Insurance

All employees who are eligible for health insurance coverage are covered by the SUNY disability insur ance program after one year of service. **(Article 23.8)**

### Retiree/Dependent Health Insurance

Part-time employees may be eligible for lifetime health insurance after they retire if they:

* Are age 55 or older.
* Have 10 years (120 months) of health insurance eligibility in any state agency, not just SUNY.
* Are enrolled in the New York State Health Insurance Program (NYSHIP) at the time of retirement.

Employees who retire with unused sick leave accruals can use up to 200 accrued sick days for a credit toward the cost of their health insurance premium in retirement. The state’s formula valuing the credit involves the employee’s age, salary, and number of accrued sick days. Part-time employees are advised to consult with their campus Health Benefits Administrator (typically located in the Human Resources Department) to determine their eligibility and the cost of their health insurance option in retirement.

## 3.16 Vision, Dental, Life Insurance, Dependent Tuition Scholarship: UUP Benefit Trust Fund (Article 40)

As a result of contract negotiations, the state provides funding to UUP which is used to provide vision and dental benefits to employees who are eligible for health insurance. A free $10,000 life insurance policy is also provided.

If you are a “signed up” UUP member at the time of retirement, you are eligible to receive the benefits of retiree membership, including $1,000 of UUP life insurance and an opportunity to purchase UUP’s retiree dental and vision plans.

The Scholarship Program is available for dependents of both NYSHIP-eligible and non-NYSHIP-eligible UUP-represented employees. As of 2024, the scholarship award is $750 per semester to be used for fees, books, supplies or room and board (this award cannot be used for tuition). A maximum of one scholarship per dependent child will be awarded each semester even if both parents are UUP repre sented employees and a total maximum of eight scholarships can be awarded per dependent child.

## 3.17 Work-Life Services Programs: EAP, Flex Spending Accounts, Childcare Centers, etc. (Article 46)

UUP members can benefit from negotiated work-life services programs to assist employees with balancing work and family responsibilities. The Employee Assistance Program (EAP) provides confiden tial support, information, and referral services for a variety of issues. Pre-tax savings plans help employ ees save money in a variety of ways. They include NYS-Ride, the Health Care Spending Account, Adoption Advantage Account, and Dependent Care Advantage Account. There is an employer contri bution for UUP members who participate in the Dependent Care Advantage Account, a pre-tax savings plan which covers expenditures for childcare, elder care, and disabled dependent care. The employer contribution, which is basically a subsidy that UUP negotiates, has ranged from $300 to $800, depend ing on the member’s salary. Other work-life services programs include pre-retirement seminars, state support for campus day care centers, and wellness programs. UUP has representation on a Joint Labor Management Advisory Board for these programs.

For more information: https://uupinfo.org/benefits/pdf/WorkLifeBenefits.pdf

## 3.18 Tuition Assistance for Bargaining Unit Members – Space Available (Article 49)

When space is available, part-time and full-time employees may enroll tuition free in one course per semester and special session (e.g., summer session and intersession) at any SUNY state-operated campus (does not include SUNY community colleges). Such courses include both in-person and online courses. Graduate students who have completed graduate coursework may use the space available program to enroll in up to three-credits of a faculty-supervised dissertation/thesis degree completion course.

## 3.19 Retirement and Pension

Part-time employees are advised to consult with their campus Health Benefits Administrator (typically located in Human Resources) to determine their eligibility for participation in the New York State Teachers’ Retirement System, New York State Employees’ Retirement System, or New York State Optional Retirement Program. Full-time employees should be advised about retirement system options at the time of hire.

### SUNY Human Resources Portal

The SUNY Human Resources Portal is where employees report their work attendance and sick time used, view pay stubs and find information on various trainings and other campus-specific information. The link below allows employees to select their specific campus and log in using their campus email log-in information.

Website:

https://idm.suny.edu/security/login/loginForm.do?redirectUrl=https%3A%2F%2Fwww2%2esysadm %2esuny%2eedu%2Fhrportal%2Findex%2ecfm (OR https://bit.ly/2VunX56)