

2022-2026 STATE/UUP TENTATIVE AGREEMENT CONTRACT HIGHLIGHTS

UUP and the State have agreed to full contract language. A complete copy of the marked-up contract is included in these ratification materials. What follows is a summary of the tentative agreement's principal features and substantive changes.

DURATION

July 2, 2022 – July 1, 2026

The proposed four year agreement includes the year since the expiration of the previous agreement, plus an additional three.

COMPENSATION

The proposed contract is the richest agreement our unit has seen in nearly two decades; it brings well in excess of one billion dollars of new money into our unit over the next three years. As important, it achieves several longstanding priorities that will help to transform our compensation structure. It increases compensation for all members, with significant and broadly distributed on-base money in every year. It includes across-the-board (ATB) increases in each of four years (including retroactive money for work between July 2, 2022 and the date of payment following ratification).

Beginning in 2023, this contract provides for three years of ATB increases at 3%, breaking the entrenched pattern of the past decade in which raises were never higher than 2%. The proposed deal includes four years of DSI at 0.5%, the first year of which will be distributed across the board. It therefore helps achieve the goal of minimizing managerial discretion in the awarding of salary increases.

Of enormous importance, the proposed agreement establishes a Retention Award structure that provides on-base increases for full-time employees who have worked more than 7 and 12 years.

Equally significant, the proposed agreement wins substantial increases in the per-course minimum salary for part-time academics. This, coupled with job security gains (described below) create the conditions in which structural transformations to SUNY's reliance on contingent faculty for academic instruction can begin.

Additionally, the proposed agreement addresses the crisis in hospital staffing by increasing compensation for our hospital employees, another key priority for UUP. It expands holiday pay for hospital workers, raises on-call pay, and increases the PGY salary schedule for Medical Residents and Fellows.

The proposed agreement sees significant increases in the Downstate and Mid-Hudson location pay differentials. Furthermore, it increases minimum salaries for employees who work in our lowest-paid academic ranks and SL grades.

The proposed agreement provides all eligible employees with two lump sum bonuses of \$1500, off base (pro-rated for part-timers).

Finally, the proposed agreement secures significant new money to our Joint Labor Management funding, which supports our IDA, CLEFR, Drescher and other professional development programs.

Across-the-Board Base Salary Increases:

- 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)

With the across-the-board increases members will see an effective increase in their paychecks of 5% compounded as soon as practicable following ratification. Over the life of the agreement, the across-the-board increases will boost salaries by approximately 11.5% compounded.

The across-the-board increases will be fully retroactive for all active employees and for all work performed by those who separated from service between July 2, 2022 and the date the raises are paid following ratification.

Discretionary Compensation:

- July 1, 2023 (payable as soon as practicable after ratification)
 - 0.5% pool for flat ATB distribution. Full-time employees will receive a \$400 across-the-board lump-sum payment, to base. Part-time employees will receive a pro-rated 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)

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Building upon the model established in the last contract, the proposed agreement limits managerial discretion in the distribution of salary increases by allocating only 0.5% pools in each year of the agreement, the first of which will be distributed as a flat, across-the-board payment of \$400 (on base) to all members, pro-rated for part-timers.

All employees who are incumbents on June 30 of the applicable contract year and on the date of payment will be eligible for DSI 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.

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. We pushed for more and larger increases, of course, but 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 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.

Service will be fully retroactive, 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 pro-rated 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.

Part-time Academic Faculty Minimums:

The tentative agreement brings transformational, system-wide increases to the minimum per-course salaries for part-time academic faculty. These minimums will apply to three-credit courses or three-credit course equivalents (pro-rated for courses with credits above or below three). Part-time contingent faculty at the University Centers and HSCs who work at the current part-time minimum rates will see a 60% increase in the per-course rates over the course of the agreement. Part-time-contingent faculty at the Comps and Techs will see a 69% increase. These gains also mean that we have very nearly achieved the principle of pro-rata parity between part-time and full-time work, missed only because the agreement also increases salaries for full-time Lecturers (see below). Establishing conditions of equal pay for equal work, a core union principle, has been a priority for contingent faculty advocates.

- Effective the semester beginning after July 1, 2023
 - University Centers and HSCs - \$4000
 - Comp and Tech Campuses - \$3500
- Effective the semester beginning after July 1, 2024
 - University Centers and HSCs - \$4,500
 - Comp and Tech Campuses - \$4,000
- Effective the semester beginning after July 1, 2025
 - University Centers and HSCs - \$5000
 - Comp and Tech Campuses - \$4500
- Effective the semester beginning after July 1, 2026
 - University Centers and HSCs - \$6000
 - Comp and Tech Campuses - \$5500

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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 ATB increases or the applicable part-time minimum, whichever is greater. Per-course minima established at individual campuses will advance either by the ATBs or the newly bargained increases, whichever is greater.

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. For the contract years 2023, 2024, and 2025, minimum salaries will be raised by \$2000 per year for those working on calendar-year appointments, and \$1667 per year for those working on academic- or 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.

Location Pay

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

Regrettably, we were unsuccessful in our efforts to expand the location pay stipends either to our members who work in Ulster County or to part-time employees. However, these adjustments—a 32% jump—represent the first increases in the location pay stipends since 2009.

PGY Salary Schedules:

For the first time, the PGY salary schedule for Medical Residents and Fellows 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

Holiday Pay:

Beginning in 2024, UUP-represented employees who work at SUNY hospitals and who are required to work on holidays will have the option to choose either holiday pay or compensatory time for work on any holiday. The default election will be holiday pay, but those who prefer comp time will be able to make that election once each year. In the event that Christmas or New Year's Day holidays fall on a Sunday and are observed on Monday, employees required to work on the Sunday holiday will receive holiday pay or comp-time for Sunday.

On Call Pay:

Effective July 1, 2023 the on-call pay rates will increase. Rates will rise from \$8.00 per hour to \$10.00 per hour for employees who work in the NYC area or on Long Island. Employees who work upstate will see rates rise from \$6.00 per hour to \$8.00 per hour.

Department Chair Compensation:

The proposed agreement removes the limitation that stipends cannot exceed 20% of state salary for clinical faculty who serve as department chairs. This change is in recognition that portions of clinical faculty salaries may be coming from clinical practice plans.

Compensation Reopener:

The 2022-2026 Tentative Agreement includes general salary increases for fiscal years over which several other State unions are still negotiating. If another State unit ratifies a contract which includes general salary increases exceeding the bargained ATB increases 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.

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LEAVE BENEFITS

NYS Paid Parenting Leave (PPL):

The proposed agreement includes a new provision that provides for up to twelve weeks of fully paid parenting leave, achieving a longstanding bargaining priority for our unit. The 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.

Sick Leave Cap:

Under the proposed agreement employees will be able to accrue up to 225 sick days (increased from 200). Upon retirement, 200 of those sick days may be used to offset the costs of retiree health benefits. Raising the cap from 200 to 225 provides employees with a greater cushion, particularly in the event of a serious illness late in one's career, to ensure that the full value of 200 sick days may be applied at retirement to offset health benefits costs in retirement.

Medical Documentation Requirement:

The proposed agreement clarifies that medical documentation shall not be routinely required for absences of four days or less and shall not be retroactively requested except under specific conditions.

Leave Accrual Rates for Part-time Academics:

The basis on which newly hired part-time academics earn sick leave and vacation leave (for those on calendar-year obligations) will change if the tentative agreement is ratified. Part-time academics hired after July 1, 2024 will earn accruals on the following schedule, which aligns with the criteria for health benefits eligibility:

- 3 credit hours/3 credit hour equivalents to < 6 1/4 day per month
- 6 credit hours/6 credit hour equivalents to < 9 1/2 day per month
- 9 credit hours/9 credit hour equivalents or more 1 day per month

In the absence of credit hours/credit hour equivalents, contact hours may be used to determine credit hour equivalent. The credit hour equivalent for contact hours and other credit equivalencies will be determined by management based on the practices at each individual campus.

Leave Donation:

The proposed agreement reduces the length of time that an employee must expect to be off-payroll after exhausting leave in order to receive leave donations from two pay-periods to one pay-period. Additionally, it clarifies that intermittent use of leave donations is allowable under certain circumstances. This allows, for example, an employee who has received leave donations to cover a period of absence while undergoing cancer treatments to also use leave donations to cover follow-up medical visits and treatments during the period when their own sick leave accruals remain exhausted.

HEALTH BENEFITS

The share of health benefits premiums that employees pay remains unchanged in this tentative agreement. Likewise, for the first time in many rounds of negotiations, this agreement includes no increases in Empire Plan co-payments, prescription drug co-payments, annual deductibles, or co-insurance maximums.

Beginning January 1, 2024, Empire Plan enrollees will also incur only a single co-payment for all services performed at the same office visit, including in-office surgery, radiology, diagnostic services, and lab work provided by the same medical provider during the same visit. In addition, the Empire Plan out-of-pocket maximum for in-network service will be reduced. Currently \$8,900 for individuals and \$19,000 for families, it will be reduced to \$4,000 for individual coverage and \$8,000 for family coverage. Effective January 1, 2025, and annually thereafter, the network out-of-pocket limit will increase by the amount of the across-the-board salary increase from the prior calendar year.

Additionally, there are no changes to benefits eligibility that would strip members of access to healthcare. In fact, the proposed agreement sees gains in eligibility. Part-time contingent faculty will now be able to establish benefits eligibility by combining courses taught during the same semester across multiple state-operated SUNY campuses. Furthermore, 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.

Benefits have also been enhanced in this tentative agreement. The Empire Plan will be working with the Betty Ford Hazelton Clinic to establish a Center of Excellence (COE) for Substance Use Treatment. The current COEs for cancer treatment and infertility treatment have demonstrably improved outcomes for patients. As with all COEs, Empire Plan enrollees who use the new Substance Use Treatment facilities will be entitled to significantly reduced costs, travel subsidies, and a range of other paid benefits. Using our Joint Committee on Health Benefits, we will be discussing implementation of an additional COEs to treat musculoskeletal disorders (primarily to treat back, knee, hip, and other joint conditions) and a telemedicine program for sleep disorders.

There are a few changes designed to reduce Empire Plan costs which may affect members. Most notably, the proposed agreement shifts how

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Out of Network (OON) care provided by non-participating medical providers is reimbursed. Currently, the Empire Plan reimburses providers for OON services based on a “Reasonable and Customary” rate, which is calculated based on the lower of a) the provider’s actual charge, b) the provider’s usual charge for same or similar service, or c) the usual charge of other providers in the same or similar geographic area using FAIR health benchmarks.

State Comptroller Tom Dinapoli’s 2020 report (<https://www.osc.state.ny.us/files/state-agencies/audits/pdf/sga-2020-18d2.pdf>) raised concerns about rapidly escalating OON costs in the Empire Plan. The report cited dramatic differences in provider charges for the same procedures (with no evidence that the differences were the result of predictable factors such as higher medical care cost-of-living). It criticized the latitude that individual providers are afforded to set their billing rates independently, knowing that the Empire Plan will reimburse them at very high rates. To contain costs and level out significant disparities across the state, the report recommended that OON reimbursement be pegged to a percentage of the Federal Medicare Rate. The proposed agreement, closely mirroring the Comptroller’s recommendations, establishes that OON reimbursement be changed from the current Reasonable and Customary rate to a rate no greater than 275% of Medicare’s rate.

Though a concession in some regard, this change also has potential benefits. On the one hand, some members who rely on OON services may see their individual bills from OON providers go up. On the other hand, by controlling rapidly escalating OON costs, the Plan as a whole saves money, which in turn will be shared with UUP members in reduced employee premium costs. We cannot determine the exact savings in advance, but CSEA members who adopted the same provision in their most recent agreement have experienced smaller increases in their health care premium costs.

A series of more discrete changes to health care benefits were bargained as part of this tentative agreement, including the following:

- Adult vaccines will be covered as recommended by the Center for Disease Control or other federal authority. The COVID vaccine will be covered without copay.
- Mastectomy Bras will be covered in full and not subject to deductible or coinsurance.
- Coverage of out-of-network acupuncture services and medically necessary massage therapy visits will be limited to 20 visits per year.
- A new “Site of Care Redirection Program” will move infusion drug therapy from hospital-operated facilities to medical offices or home where medically appropriate.

Finally, ensuring adequate access to affordable in-network care is a key concern, especially for our members who live in more rural areas. The proposed agreement contains a side letter spelling out the Empire Plan’s guaranteed access standards to ensure our members can reliably find high quality In-Network providers who are geographically convenient, rather than rely on more costly OON providers. Members who cannot find medically appropriate in-network options close by will be able to use a referral service that will either assist in finding in-network providers or authorize members to use OON providers at in-network rates.

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 premium. Eligible part-time employees participate on a pro-rata basis. The tentative agreement expands the PEP benefit. The salary thresholds which establish eligibility escalate by the ATBs each year. Within these thresholds the number of days that may be cashed in and the credit that they generate is increased. For example, beginning in 2024, employees with salary at or below \$72,366 may cash in:

- 4 days for \$800 or 8 days for \$1,600.

Employees with salary between \$72,366 and \$103,412 may cash in:

- 2.5 days for \$750 or 5 days for \$1,500.

The proposed agreement also eliminates the “sunset” clause, ensuring that the program will continue after the agreement expires.

JOB SECURITY

The proposed agreement makes gains in job security, particularly for contingent faculty, that have been UUP priorities for decades.

Progressively Longer Term-Appointments:

- 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 proposed agreement recognizes that a part-time academic might have a course cancelled 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.

Side Letter on Lecturer Ranks, Part-Time to Full-Time Conversion, and Pathways to Permanency:

The proposed agreement includes a new Appendix that commits to future discussions in Executive Labor Management about establishing Lecturer ranks, part-time to full-time conversion, and pathways to permanency for contingent faculty. In particular, there appears to be mutual interest in establishing a system-wide structure of Lecturer Ranks. The side letter confirms that while the establishment of new titles is a man-

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agement prerogative, key aspects of terms and conditions such as salary and length of term appointment are mandatory subjects that will need to be bargained.

Abuse of Temp Appointments and Delayed Permanency:

During negotiations, UUP brought evidence to the State indicating that there were systemic problems with term appointments being extended for many years, and more limited problems with delays in permanency decisions. SUNY responded by resolving many of the existing individual cases. This process is ongoing. The proposed agreement includes a side letter in which SUNY commits to doing a yearly review of temp appointments of three years or longer to ensure that extended temp appointments do not persist as a problem in the future.

Probationary Appointments for Newly Hired Direct Patient Care Employees:

The proposed agreement explicitly authorizes SUNY to hire new direct patient care employees into three-month probationary appointments. Time in the probationary appointment will be counted towards permanency for those in positions eligible to attain permanent or continuing appointment.

Enhancements in Article 33 Review of Tenure Denials:

The tentative agreement clarifies that professionals who request early consideration for permanent appointment shall be entitled to an Article 33 review if denied permanency. Further, it provides that employees who are non-renewed in conjunction with a negative permanent appointment decision shall have access to an Article 33 review even if their last evaluation is unsatisfactory. Finally, procedural violations of Article 33 up to Step 3 are now grievable.

PROGRAM FOR TUITION ASSISTANCE (AKA “SPACE AVAILABLE”)

The tuition assistance program allows UUP employees to take classes at SUNY State-operated campuses tuition free when there is space available in the class. The proposed agreement makes significant expansions in the “space available” program. It also clarifies and systematizes practice across the system. The proposed agreement now specifies the following provisions:

- Employees may take one course per semester or summer/winter session, with a maximum of four courses per year. Courses may not overlap.
- Employees who are completing graduate degrees and 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.
- Part-time employees who have completed four semesters and who are expected to return in the fall may take summer courses.
- Employees hired only for the summer are not eligible to use the program.
- Employees are expected to notify their supervisors prior to taking a course using the space available program. If the course is scheduled to meet at a period during the employee’s normal professional obligation, the employee must charge accruals or make arrangements with management approval to make up time taken away from the normal workday.

MEMBERSHIP DATA FROM THE STATE AND SUNY

To work effectively as a union, we need timely and accurate data from the State and SUNY about our membership. The proposed agreement contains additional information that our membership development activists have argued for.

- Quarterly reports to UUP will now include NYS ID number, budget title, appointment type, and appointment date. The report will also include campus title, campus phone number, and office location “where available”.
- Semesterly reports will now be expanded to include the type of separation.
- Monthly reports will include names, addresses, budget titles, department/operating unit, and work location for new employees.
- Contract language has been added to memorialize the definition of “work location” per the Taylor Law right to information regarding new bargaining unit employees.

UUP BENEFIT TRUST FUND CONTRIBUTIONS

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

- \$314.25 per employee per quarter through June 30, 2023.
- \$317 per employee per quarter beginning July 1, 2023 and ending June 30, 2024.
- \$327 per employee per quarter beginning July 1, 2024 and ending June 30, 2025.
- \$337 per employee per quarter beginning July 1, 2025 and continuing thereafter.

JOINT LABOR MANGEMENT COMMITTEE PROGRAMS

Joint Labor Management Committee Programs include funding for Individual Development Awards (IDAs), Drescher Awards, CLEFR, and other programs. The proposed agreement significantly increases funding for these important programs beyond the ATBs. Funding for all Joint Labor Management Committee programs and benefits will increase as follows:

- 2022-23 - \$4,221,066
- 2023-24 - \$5,847,698
- 2024-25 - \$5,978,128
- 2025-26 - \$6,112,472

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These increases will help support expansions of our IDA and CLEFR programs. It will also allow us to add a CLEFR renewal program to provide reimbursement of costs for renewal of job-related licenses or certifications and to expand the Drescher Leave Program. Money from JLMC funds will also go to support the professional title series review (see below). During the course of negotiations, the sides held productive discussions on revising the IDA guidelines to include a broader range of professional and research activities. We are optimistic that significantly expanded guidelines will be in place for the next round of IDA applications.

Importantly, the new agreement also removes the “sunset” from JLMC funding, meaning that these important programs will continue after a contract expires.

PROFESSIONAL TITLE SERIES REVIEW

Professional employees have long raised concerns about the inadequacy of the SUNY Title Series (sometimes referred to as the MACCC titles) to either accurately describe the work being performed, or to offer pathways for promotion. The proposed agreement establishes two new M/C positions at SUNY System Administration devoted to reviewing and updating the professional title series. The review process ensures significant participation from UUP. Additionally, the review will consider whether it might be desirable to change the number of SL grades from the current six. We believe that this framework establishes the necessary structure to allow for a long-overdue title review.

TELECOMMUTING

Considerable attention was devoted to discussions of telecommuting in this round of bargaining. While we were unsuccessful in securing contractual language on telecommuting, we were able to protect and modestly expand the current telecommuting agreement with SUNY. Going forward, that agreement will be extended through June 2024, a year-long agreement rather than the three- or six-month agreements that have been in place up to now. The contract also contains a side letter agreeing to executive level Labor-Management discussions exploring the possibility of shifting the assigned work location of some positions from campuses to alternate workplace locations. This opens the possibility of 100% remote work for some employees. We should be clear, however, that no commitments to such a shift have been made, and the side letter only requires a study to determine feasibility and desirability.

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 issues of concern to management.

- During negotiations the parties agreed to new panels of arbitrators for both disciplinary and contract arbitrations. We believe this will speed the time it takes to resolve arbitration cases.
- Both sides agreed to begin exploring expanded use of virtual step and arbitration hearings. Management will have discretion to determine whether to use virtual hearings for interrogations and step hearings. Joint agreement will be required to conduct virtual arbitration hearings.
- When vacation leave is restored due to a decision finding an employee innocent or improperly suspended, the employee will have one full year to use any restored leave accruals.
- The tentative agreement extends the statute of limitations during which disciplinary action may be filed against employees in cases of research or scientific misconduct for externally funded grants. Notices of discipline for such cases must now be filed within one year of completion of the campus research/scientific misconduct investigatory procedures (typically run through campus governance and which contain a series of protections stemming from federal regulations for employees accused of misconduct).
- UUP agreed to remove the requirement that personnel files include a log, so long as a letter certifying that the copies of the file are accurate and complete is issued anytime copies of personnel files are requested.
- The proposed agreement establishes a new University Review Board (URB) in Appendix A-28 to review appeals of unsatisfactory evaluations when the college president rejects a positive recommendation from the college committee on professional evaluation (CPE).
- Also in A-28, the college president’s decision for denying a recommended promotion shall include reasons for denial. Employees will have 14 days to respond to any late decisions issued by the college president after an appeal has been submitted to the URB. Finally, any increases in compensation stemming from a CPE recommendation will be retroactive to the date of appeal to the CPE. Likewise, increases in compensation stemming from a URB decision will be retroactive to the URB appeal.

STATE PROPOSALS THAT WERE SUCCESSFULLY FENDED OFF

In every round of bargaining, some of the most important gains come in the form of fending off proposals from the State that we consider to be harmful to our members. This amounts to addition by subtraction. Among the most prominent such proposals—none of which are included in this proposed agreement—are as follows:

- The State proposed to assign all direct patient care workers to a new Appendix that would strip them of their ability to attain permanency. We successfully fought this off.
- The State proposed to create a system of post-tenure review. We successfully fought this off.
- The State proposed to reduce the notice of non-renewal requirement for all direct patient care employees to three months. We successfully fought this off.
- The State proposed to expand Appendix A titles to include all SL-6 and SL-5 Director titles, stripping them of their permanency. We successfully fought this off.
- The State proposed to implement a Drug and Alcohol Testing program. We successfully fought this off.
- The State proposed to impose a mandatory COVID vaccine requirement on faculty. We successfully fought this off.