



2007-2011 Tentative Contract Agreement

Frequently Asked Questions



DONALD FELDSTEIN

UUP Acting President and Chief Negotiator Fred Floss, right, and GOER Director Gary Johnson sign a tentative deal on a new four-year contract.

Tentative agreement reached; details inside

Dear Colleague:

I'm delighted to report that UUP and New York state reached a tentative agreement Wednesday, Dec. 19, 2007, when the director of the Governor's Office of Employee Relations, Gary Johnson, and I shook hands on it. This agreement was reached after eight months of intensive negotiations between the UUP Negotiations Team and New York state's representatives.

Before the agreement can be implemented, it must be ratified by the UUP membership. The first step in that process was completed Jan. 10, when the UUP Negotiations Committee met to formulate their recommendation. I am pleased to announce that the Committee unanimously recommended ratification of the tentative agreement.

The UUP Negotiations Team views this agreement as meeting our goals for a fair and equitable successor agreement for all UUP members — academic and professional, full time and part time. This agreement increases salaries, retains current benefits, prevents the loss of others, and adds a long-sought enhancement: SUNY tuition assistance for dependents. All of the gains achieved in the agreement, and the losses prevented, will continue to help SUNY attract and retain an academic and professional faculty of distinction.

To ensure that members have access to as much information about the agreement as possible, UUP is sending this "FAQ" to provide you with an overview of its major features. Shortly thereafter, you will receive the full text of the agreement, with comments explaining the changes. UUP is one of the few unions in the United States to provide the complete text of an agreement prior to a ratification vote. In addition, Negotiations Team members and I will visit all 32 UUP chapters to give every UUP member an opportunity to discuss the agreement with members of the Team. We look forward to meeting with you during

the visit to your chapter to explain the agreement and to respond to your questions.

The American Arbitration Association (AAA), a neutral and independent organization, will conduct the election. The AAA will mail the ratification ballots and voting instructions Wednesday, Feb. 13. You will then have at least 21 days to vote by returning your ballot to the AAA by 5 p.m. March 12. We are continuing our tradition of encouraging maximum participation by providing this longer time frame for voting, which goes beyond the AAA's recommendation of a 15-day voting period. The AAA will count the ballots at their offices March 13.

Your Team succeeded despite the economic and political forces at work, the pressures created by givebacks in other union contracts, and signals of deteriorating fiscal conditions on the horizon. The Team was obligated to constantly consider these conflicting forces throughout the process.

I would like to extend thanks and congratulations to each member of the Negotiations Team — a dedicated and diverse group who remained focused on the goal of achieving an outstanding, fair and equitable agreement. Their diligence and perseverance clearly illustrate your union colleagues' commitment to represent your interests and respond effectively to your needs. They sacrificed a year and a half of their busy, complex and, too often, overextended lives to accomplish this agreement for you and your colleagues.

Yours in solidarity,

Frederick G. Floss
UUP Acting President & Chief Negotiator

How will the Tentative Agreement affect my salary?

The wage package is the best we have had in many years. There are across the board raises in each year of the Tentative Agreement (Agreement). When you consider the combination of the across the board and discretionary salary increases, the total direct compensation package for the bargaining unit amounts to approximately **18.3% compounded** over the life of the Agreement.

All employees are guaranteed across the board increases that when compounded total approximately **13.6%**. Better yet, the first increase is retroactive to July 2 or Sept. 1, 2007, depending upon appointment year. In addition, 1% of the total salary pool is available for discretionary increases in each year of the Agreement. Here are more details:

1) Across the Board Increases:

- 3% on July 2, 2007, or Sept. 1, 2007, depending on professional obligation
- 3% on July 2, 2008, or Sept. 1, 2008, depending on professional obligation
- 3% on July 2, 2009 or Sept. 1, 2009, depending on professional obligation
- 4% on July 2, 2010 or Sept. 1, 2010, depending on professional obligation

2) Discretionary salary increases:*

- 1% of total salary pool distributed no later than December 31, 2008
- 1% of total salary pool distributed no later than December 31, 2009
- 1% of total salary pool distributed no later than December 31, 2010
- 1% of total salary pool distributed no later than December 31, 2011

* All full-time and part-time employees on the payroll on June 30 of a contract year are eligible for DSI. In addition, part-time faculty employees on the payroll on April 30 and who leave the payroll on or prior to July 1 but who are re-employed at the time DSI is distributed the following fall semester are also eligible.

3) A new **\$500 Service Award** increase to basic annual salary will be awarded to those who are granted continuing, permanent or a second five-year term appointment at the campus where they are currently employed during the four years of the Agreement. To be eligible, employees must still be employed at the campus where they received such appointment.

4) A new **\$500 Service Award** lump-sum payment will be awarded to part-time employees who have completed eight (8) years of consecutive service at the campus at which they are currently employed or who reach eight (8) years of consecutive service at the campus where they are currently employed during the four years of the Agreement. Individual employees are eligible for only one service award during the term of the Agreement.

5) **Downstate Location stipends** are increased for full-time employees at work sites in the counties of Manhattan, Bronx, Kings, Queens, Richmond, Nassau, Suffolk, Westchester and Rockland which will be paid on a bi-weekly basis — **Downstate Adjustment:** 1.) Effective July 1, 2008, stipends increase to \$1,850; and, 2.) Effective Jan. 1, 2009, stipends increase to \$3,026 through 2011.

6) **Mid-Hudson Location stipends** are increased for full time employees at work sites in Dutchess, Putnam and Orange counties which will be paid on a bi-weekly basis — **Mid-Hudson Adjustment:** 1.) Effective July 1, 2008, the stipends increase to \$1,000.; and, 2.) Effective Jan. 1, 2009, the stipends increase to \$1,513 through 2011.

7) **Inconvenience Pay** will increase retroactively to July 2, 2007, to \$575 per year for employees who work four (4) hours or more between 6 p.m. and 6 a.m.

8) **On-Call Pay will increase retroactively** effective to July 2, 2007, to \$4.35 per hour (a 24% increase) for eligible employees who remain available for immediate recall to their work station and are prepared to return to duty within a reasonable amount of time.

Is there a new Tuition Program for Dependents?

The Executive Level UUP/NYS Joint Labor-Management Committee will meet to discuss the structure and implementation of a new **dependent tuition program** to be effective the fall 2008 semester and continuing through the remainder of the contract. The intent is to provide a tuition benefit for dependents who are admitted to and pursuing undergraduate studies at a SUNY state-operated institution. When this new UUP/NYS Joint Labor-Management program is implemented, it will replace and enhance the scholarship program that UUP previously offered through the UUP Benefit Trust Fund. Student eligibility will be based on eligibility for dependent coverage under employee health insurance.

What is the status of the UUP/NYS Joint Labor-Management Committees?

1) Negotiated funding for the UUP/NYS Joint Labor-Management Committees is increased in each year of the Agreement. The annual amounts are as follows:

2007-2008	\$2,900,000
2008-2009	\$3,045,000
2009-2010	\$3,198,000
2010-2011	\$3,357,000
Total:	\$12,500,000

2) All existing labor-management committees will continue, pursuant to the review of the Executive Committee for the UUP/NYS Joint Labor-Management Committees.

What about the pre-tax savings plans?

1) The **Health Care Spending Account** will be continued.

2) The employee's **Dependent Care Advantage Account** will continue for calendar years 2008, 2009, 2010, and 2011. The employer contribution will commence in 2009 and the schedule is enhanced. Furthermore, higher salary levels will now qualify for the NYS employer's contribution to the employee's Dependent Care Advantage Account. The contributions by salary level to these accounts are as follows:

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

3) The **Pre-tax Transportation Program** in place in the New York City metropolitan area will be expanded statewide. The expansion will provide employees not currently eligible due to their work locations with the ability to use this pre-tax salary deduction program for commuting costs incurred through the use of mass transit.

What are the improvements in the leave provisions?

1) Sick days available for **family leave** will increase from 15 to 30 days per year.

2) The current **Leave Donation Program** will be added to the Agreement as an Appendix.

3) A new **Voluntary Reduction in Work Schedule (VRWS)** program will be implemented that allows employees to voluntarily trade income for time off.

4) SUNY will send a written communication to all campuses encouraging administrations to recognize the importance of a **flexible approach to accommodating family care needs** of employees.

5) The **Productivity Enhancement Program (PEP)**, which permits employees to exchange previously accrued annual leave (vacation) in return for a credit that can be applied toward their employee share of health insurance premiums, will be added as an appendix in the Agreement.

What benefits are included for part-timers?

1) Part timers are eligible for the same across the board salary increases as full timers. By the end of the Agreement, **base salary rates will increase by at least 13.6%**.

2) Part timers are also eligible for **Discretionary Salary Increases**.

3) A **new \$500 Service Award** lump-sum payment will be paid to part-time employees who have completed eight (8) years of consecutive service at the campus at which they are currently employed or who reach eight (8) years of consecutive service at the campus where they are currently employed during the four years of the Agreement. Individual employees are eligible for only one service award during the term of the Agreement.

4) Part-time employees continue to be eligible for **health insurance coverage**. The eligibility criteria are unchanged.

5) Part-time employees are eligible to participate in the Health Care Spending Account, the Dependent Care Advantage Account, and the Pre-tax Transportation programs.

6) Part-time employees are eligible for all UUP/NYS Joint Labor-Management programs.

7) Dependents of part-time employees are also eligible for the new **dependent tuition program**.

8) Part-timers are eligible for the Productivity Enhancement Program.

9) In addition to all of the above, the Governor's Office of Employee Relations, SUNY, and UUP agreed to meet to discuss and review issues of mutual concern regarding part-time employees.

What about the special issues of Professional Employees?

1) SUNY will send a written communication to all campuses on **promotions in current position** regarding the intended meaning of the term "**scope**" as used in The Appendix A-28 MOU on Promotion. This notice will indicate that increases in "scope" are not limited to supervision. Supervision is intended by the parties as only an illustration of one possible increase in duties, among many others.

2) SUNY's communication to the campuses will also indicate that the absence of a decision by the College President within 90 calendar days will now be regarded as a negative decision for the purpose of an employee's filing of an appeal with the **University Review Board**.

3) The Policies of the Board of Trustees will change to provide that a professional employee may elect early review for permanent appointment by notifying the President, rather than requesting authorization.

4) The University will create a mechanism whereby professional employees working toward permanent appointment can **stop the "tenure clock"** for a specified period of time. The purpose of this new provision is to make it easier for professional employees to complete a necessary degree or to take a family-related leave without disrupting progress toward permanency.

What about the special issues of Librarians?

The Governor's Office of Employee Relations, SUNY and UUP agree to meet to discuss and review issues of mutual concern regarding the librarians.

Are there any major changes in health insurance coverage?

Health insurance coverage remains substantially unchanged. There are some modest increases in Empire Plan co-pays, but significantly, the employer's share of health insurance premiums remains the same. The State will continue to pay the health insurance premium (based on the Empire Plan rates) of 90% for individual coverage, and 75% for family coverage.

Nothing changes with respect to the State's commitment to fund health insurance during retirement.

Changes in Empire Plan mental health and substance abuse coverage are improved in order to comply with Timothy's Law.

Here are highlights of the changes in the Empire Plan:

Empire Plan Hospital Component

- Hospital Emergency Room Services: 1/1/10 — copayment will **increase from \$60 to \$70**. Waived if admitted directly to hospital.
- Outpatient hospital laboratory and diagnostic services: 1/1/10 — copayment will **increase from \$35 to \$40**.
- Hospital outpatient surgery: 1/1/10 — copayment will **increase from \$35 to \$60**.
- Reimbursement for non-network inpatient and outpatient hospital services under the Basic Medical Component of the Empire Plan will be reduced to \$500 effective 1/1/09. The \$500 reimbursement will be eliminated 1/1/11. (Currently \$1,000 reimbursement).

Empire Plan Medical Component

- Participating provider office visits and office surgery, and laboratory and X-ray services: 7/1/09 — copayment will increase **from \$18 to \$20** per service with a maximum of 2 copayments per visit.
- Complementary and Alternative Medicine Program will be discontinued effective 1/1/09.
- Basic Medical coinsurance maximum: Effective 1/1/09 the Basic Medical coinsurance maximum will be calculated separately. The out-of-pocket maximum will be reduced to \$1,000 for the enrollee, \$1,000 for the enrollee's spouse/domestic partner and \$1,000 for all dependent children combined. (The current annual coinsurance maximum is \$1,676 per employee and covered dependents combined.)
- Effective 7/1/08 a more managed approach to radiological procedures will be implemented. Notification requirement for MRIs will expand to include CAT scans, PET scans, nuclear medicine and MRAs.
- The Basic Medical Provider Discount Program will continue until 12/31/11.
- Effective 7/1/08 the copayment for surgery performed at facilities will **increase from \$15 to \$30**.
- UUP/NYS Joint Labor-Management Committee on Health Benefits (JCHB) will explore the possible implementation of additional Disease Management and/or Wellness activities.

Empire Plan

Managed Mental Health and Substance Abuse Treatment Program

- Copayment for hospital emergency room service for mental health/substance abuse services: 1/1/10 — **increased from \$60 to \$70**.
- Copayment for mental health/substance abuse services from participating providers: 1/1/10 — **increased from \$18 to \$20**.
- The Mental Health and Substance Abuse out-of-pocket maximum will be reduced to \$1,000 for the enrollee, \$1,000 for the enrollee's spouse/domestic partner and \$1,000 for all dependent children combined. (The current annual coinsurance maximum is \$1,676 per employee and covered dependents combined.)

- The reimbursement for non-network hospitals for mental health services (inpatient and outpatient) under the Basic Medical Component of the Empire Plan will be reduced to \$500 and effective 1/1/11, the \$500 reimbursement will be eliminated. (Currently \$1,000 reimbursement).

Prescription Drug Component

Effective 7/1/08, the copayments for prescription drugs obtained at a retail pharmacy or the mail service pharmacy are as follows:

- Retail or Mail Order up to a 30 days supply: Generic - \$5; Preferred Brand Name - \$15; Non-preferred Brand Name - **increased from \$30 to \$40**
- Retail 31-90 days supply: Generic - \$10; Preferred Brand Name - \$30; Non-preferred Brand Name - **increased from \$60 to \$70**
- Mail order 31-90 days supply: Generic - \$5; Preferred Brand Name - \$20; Non-preferred Brand Name - **increased from \$55 to \$65**

Effective on a date to be determined initial prescriptions for all drugs dispensed at retail and/or mail order will be limited to a 30 day supply. After one 30 day prescription has been filled, the 31 to 90 days supply option will be available.

Other

- Formulary Flexibility will be discussed with the JCHB.
- Centers of Excellence Programs – 7/1/08, will utilize the federal reimbursement rates for meals and lodging. Cancer Resource Services maximum travel benefit will be eliminated as long as the patient remains enrolled and is receiving benefits. Transplant Center of Excellence reimbursement coincides with parameters of transplant benefit.
- Diabetes Centers – 7/1/08 (or as soon as practicable thereafter): The Empire Plan medical carrier shall contract with diabetes centers accredited by the American Diabetes Education Recognition Program.
- Dependent Students – effective 7/1/08, NYSHIP coverage for dependents who are 19 or over and who are covered as full time students (or equivalent) shall continue following completion of a semester until the end of the month following the month in which the semester ends or the attainment of age 25, whichever is earlier. Coverage for student dependents who fail to complete a semester will end at the end of the month in which attendance ends.
- Herpes Zoster (Shingles Vaccine) – 7/1/08, will be added to the list of adult immunizations covered under par-provider subject to office visit co-payment
- The JCHB will work with the State to look at a copayment waiver program for office visits and prescription drugs when related to chronic conditions.
- The JCHB will work with the State to review and monitor the utilization of durable medical equipment under HCAP, specifically requests, approvals and denials of duplicate equipment. If necessary the State and the JCHB will take appropriate action to address the issue.
- Diabetic Shoe Benefit – 7/1/08, an annual diabetic shoe benefit will be available through the Home Care Advocacy Program under the medical carrier. Network coverage: Benefits paid at 100% with no out of pocket cost up to \$500 maximum. Non-network Coverage: For diabetic shoes obtained other than through the Home Care Advocacy Program, reimbursement will be made under the basic medical component of the Empire Plan, subject to deductible and the remainder paid at 75% of the network allowance, up to maximum allowance of \$500.
- Prosthetic wigs (upon ratification and retro to 7/1/08) – a covered basic benefit and reimbursed up to a lifetime maximum of \$1,500, not subject to deductible or coinsurance.

What about the Benefit Trust Fund?

Negotiations substantially increased the State's contributions. Over the life of the Agreement, State funding will increase from \$850 per employee per year to \$1,050 per employee per year. This level of funding will enable the Fund to continue to improve existing benefits such as the dental and vision plans. The new funding will also enable the Fund to explore adding new benefits.

What are the years covered by the Agreement?

The beginning date for the duration of the Agreement, if ratified, will be July 2, 2007, and the ending date will be July 1, 2011.

Who can vote on the Agreement?

Only UUP members can vote on the Agreement. To be eligible to vote, an employee had to be a member of UUP by Dec. 19, 2007, the date the Agreement was reached. Agency fee payers are ineligible to participate in the ratification process.

What are the details of the ratification process for the 2007-2011 Agreement?

- 1) UUP's Negotiations Committee met with the Negotiations Team Jan. 10 to review and submit the final draft of the Agreement to the regular UUP membership for ratification. The Committee recommended ratification unanimously.
- 2) As UUP did for every prior contract ratification process, a full copy of the 2007-2011 Agreement — with changes highlighted — will be sent to every member of the bargaining unit.
- 3) Voting is a benefit of UUP membership. UUP members who are eligible to vote will be mailed ratification ballots Feb. 13. You must have been a member of UUP on Dec. 19, 2007, to be eligible to vote. Agency fee payers are ineligible to participate in the ratification process. The American Arbitration Association (AAA), an independent, neutral organization, will conduct the ratification vote.
- 4) Ratification ballots must be returned by mail to the American Arbitration Association by 5 p.m. March 12.

Important Reminder

Members of the Negotiations Team are visiting every chapter. Please confirm meeting dates, times and locations at the UUP Web site at www.uupinfo.org or with your UUP Chapter office, in the event changes are made by your Chapter leaders close to the scheduled event. Chapter office information is also available on the UUP Web site.