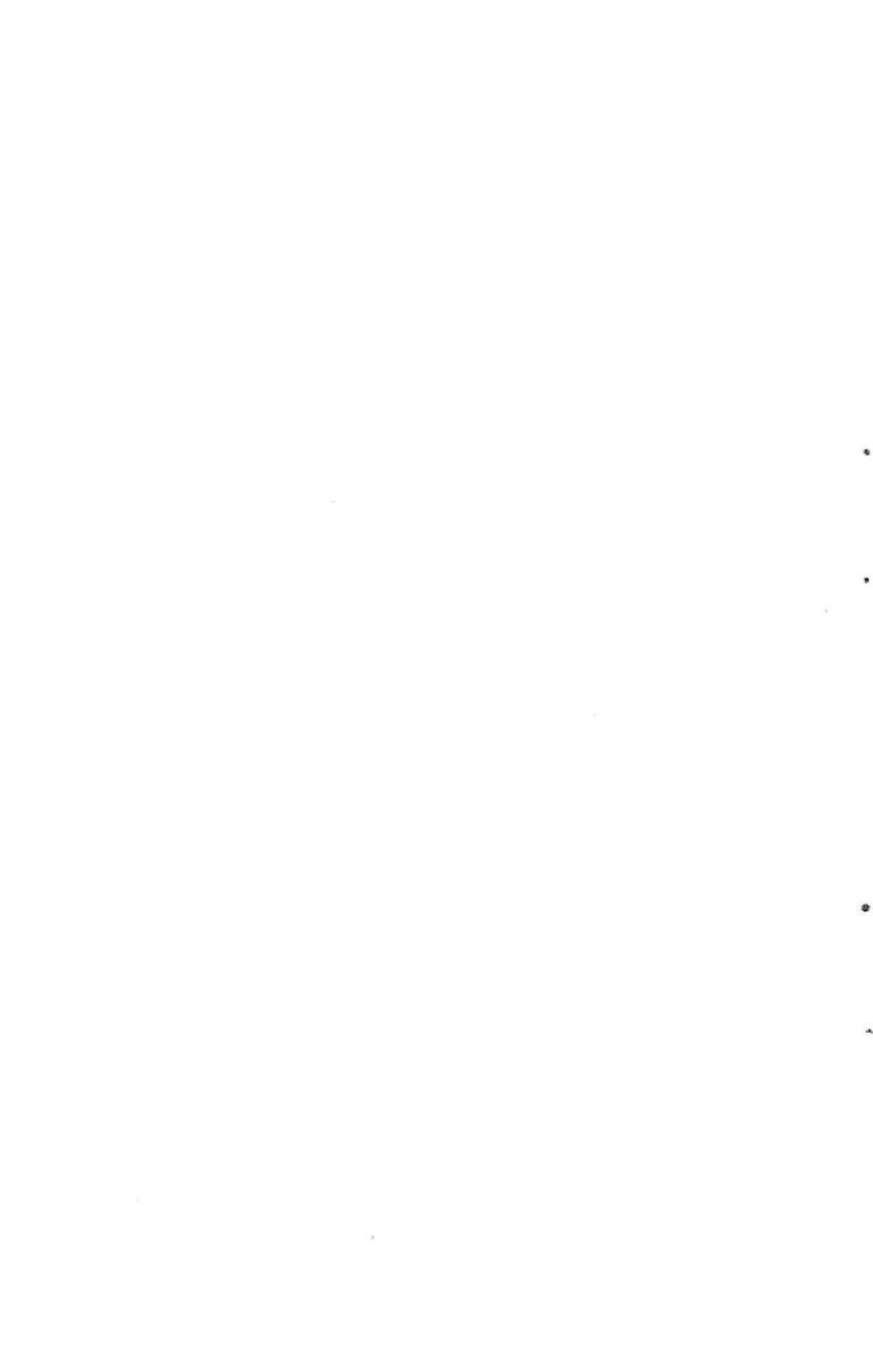




**AGREEMENT**  
**between**  
**The State of New York**  
**and**  
**United University Professions**  
**1979-1982**



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**STATE UNIVERSITY  
PROFESSIONAL SERVICES  
NEGOTIATING UNIT  
AGREEMENT**

Agreement made by and between the Executive Branch of the State of New York ("State") and United University Professions, Inc. ("UUP").

**ARTICLE 1**

**Recognition**

§ 1.1 The State, pursuant to the certification of the Public Employment Relations Board, recognizes UUP as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of employees serving in positions in the State University Professional Services Negotiating Unit.

**ARTICLE 2**

**Unchallenged Representation**

§ 2.1 The State and UUP agree, pursuant to Section 208 of the Civil Service Law, that UUP shall have unchallenged representation status for the maximum period permitted by law.

## ARTICLE 3

### Exclusive Negotiations

§ 3.1 The State will not negotiate under the Public Employees' Fair Employment Act with any other employee organization concerning the terms and conditions of employment of employees in the State University Professional Services Negotiating Unit.

## ARTICLE 4

### Definitions

§ 4.1 For purposes of this Agreement the following terms shall be defined as provided by this Article.

a. "State" shall mean the Executive Branch of the State of New York.

b. "University" shall mean the State University of New York.

c. "College" shall mean a State-operated institution of State University of New York. The central office of the University shall be deemed a "College."

d. "College President" shall mean the chief administrative officer of a College whether called a president, dean, provost, director or otherwise.

e. "Employee" shall mean a person serving in a position in the State University Professional Services Negotiating Unit.

f. "Academic employee" shall mean an employee serving in a position of academic rank or qualified academic rank.



g. "Professional" or "professional employee" shall mean an employee other than an academic employee.

h. "Professional staff" shall mean all persons occupying positions designated by the Chancellor as being in the unclassified service.

i. "Policies" shall mean the Policies of the Board of Trustees of the University.

j. Pronominal references to gender are intended to include both male and female employees.

k. "Designee," for the purpose of processing grievances at Step 1 of the Grievance Procedure contained in Article 7 of this Agreement, shall mean a person serving in a management position in the University.

## **ARTICLE 5**

### **Policies**

§ 5.1 In the event of any inconsistency or conflict between provisions of this Agreement and the Policies or College by-laws, the provisions of this Agreement shall apply.

## **ARTICLE 6**

### **Benefits Preserved**

§ 6.1 With respect to matters not covered by this Agreement, the State will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to UUP,

and when appropriate, without negotiations with UUP. Negotiations as used in this Section shall not be deemed a reopener to which Section 209 of the Civil Service Law shall be applicable.

## **ARTICLE 7**

### **Grievance Procedure**

#### **§ 7.1 Purpose**

The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances. The orderly process hereinafter set forth shall be the sole method for the resolution of grievances.

#### **§ 7.2 Definition**

a. A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement; provided, however, that with respect to matters involving appointment, evaluation and promotion of employees a grievance shall be deemed to mean a claimed failure by the State to follow the procedural steps relating to appointment, evaluation and promotion of employees contained in the Policies of the Board of Trustees in Article XI, Title A, § 1; Article XI, Title D, § 5; Article XII, Title A, § 3; Article XII, Title B, § 1; and Article XII, Title C, § 3 and § 4.

b. A claim of unjust discipline shall be processed in accordance with Article 19, Discipline, of this Agreement and shall not be subject to

the grievance procedure contained in this Article. However, a claim that the procedures of Article 19, Discipline, have been violated shall be processed in accordance with the grievance procedure contained in this Article. Such claim may be filed initially at Step 2. Where it is determined that the procedures of Article 19, Discipline, have been violated and where a College President, or designee, elects to proceed with disciplinary action, such action must be initiated within 10 working days from the date of receipt of the determination.

### § 7.3 Requirements for Filing Grievances

a. A grievance must be submitted in writing on forms to be provided by the State.

b. Each grievance shall identify the specific term or provision of the Agreement claimed to have been violated and shall contain a short, plain statement of the grievance, the facts surrounding it and the remedy sought.

c. No grievance shall be reviewed unless all of the information required by the grievance form or otherwise required by grievance steps of this Article has been provided.

### § 7.4 Representation

a. UUP shall have the exclusive right to represent any employee, upon the employee's request, at any step of this grievance procedure; provided, however, that individual employees may, upon notice to UUP, initiate and represent themselves in processing their own individual grievances at Steps 1 and 2; provided further, however, no

resolution of an individually processed grievance shall be inconsistent with this Agreement and for this purpose UUP shall receive prior notice and a reasonable opportunity to be heard on the resolution of any grievance so processed at Steps 1 and 2.

b. UUP shall have the right, but not the obligation, to initiate at Step 2 a grievance which directly involves employees at more than one campus.

#### § 7.5 Procedures for Processing Grievances and Grievance Appeals

a. Step 1. A grievance shall be filed by an employee, or UUP upon an employee's request, with the College President, or designee, within 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. Where practicable, the grievant may be required to meet with the department or division chairperson, Dean or other appropriate administrator with a representative of the employee's choice in an effort to resolve the grievance informally. The College President, or designee, shall schedule a meeting within 10 calendar days after receipt of the grievance and shall issue a written response to the grievant and UUP within 10 working days after the meeting.

b. Step 2. 1. If the response at Step 1 does not resolve the grievance, the grievant, or UUP upon grievant's request, may appeal the Step 1 response

by filing an appeal with the Chancellor, or designee, within 10 working days after receipt of the Step 1 response. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, a copy of the Step 1 response and a short, plain statement of the reasons for disagreement with the Step 1 response. The Chancellor, or designee, shall issue a written response to the grievant and UUP within 20 working days after receipt of the appeal, unless the appeal to Step 2 contains a request for a meeting with the Chancellor, or designee. If such meeting has been requested, the Chancellor, or designee, shall schedule a meeting with the grievant within 10 calendar days after receipt of the appeal. UUP may accompany and represent the grievant, at grievant's request, at such meeting. The Step 2 response shall be issued within 20 working days after the meeting.

2. A grievance involving a claim that the procedures of Article 19, Discipline, have been violated may be filed initially at Step 2 by the grievant, or UUP upon grievant's request. Such grievance shall meet the requirements specified in Section 7.3, Requirements for Filing Grievances, of this Article. Such grievance shall be filed within 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. The Chancellor, or designee, shall schedule a review with the grievant within 10 calendar days after receipt of the grievance and shall

issue a written response within 20 working days after the meeting.

3. A grievance involving employees at more than one College may be filed by UUP initially at Step 2. In such case, UUP shall be deemed to be the grievant. Such grievance shall meet the requirements specified in Section 7.3, Requirements for Filing Grievances, of this Article. The time limit for filing such grievance shall be as specified in Step 1. The Chancellor, or designee, shall issue a written response to UUP within 20 working days after receipt of the grievance unless the grievance contains a request for a meeting with the Chancellor, or designee. If such meeting has been requested by UUP, the Chancellor, or designee, shall schedule a meeting with UUP within 10 calendar days after receipt of the grievance and shall issue a response within 20 working days after completion of the meeting.

c. Step 3. If the response at Step 2 does not resolve the grievance, UUP, upon grievant's request, through its President, or designee, may appeal the Step 2 response by filing an appeal with the Director of Employee Relations, or designee, within 10 working days after receipt of the Step 2 response. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, or Step 2, in the case of grievances filed initially at Step 2, all prior responses and appeals, and a short, plain statement of the reasons for disagreement with the Step 2 response. The Director of Employee Relations, or designee, shall issue a written

response to the grievant and UUP within 20 working days after receipt of the Step 3 appeal, unless UUP's appeal to Step 3 contains a request for a meeting with the Director of Employee Relations, or designee. If such meeting has been requested, the Director of Employee Relations, or designee, shall schedule a meeting with the grievant within 10 calendar days after receipt of the appeal. UUP shall accompany and represent the grievant at such meeting. The Step 3 response shall be issued within 20 working days after the meeting.

d. Step 4. 1. If the response at Step 3 does not resolve the grievance, UUP, upon grievant's request, through its President, or designee, may proceed to arbitration by filing with the Director of Employee Relations, within 10 working days after receipt of the Step 3 response, written notice of intent to proceed to arbitration.

2. Notices of intent to proceed to arbitration must include a proposed statement of the issue to be decided.

#### § 7.6 Procedures Applicable to Grievance Steps

a. Step 1 shall be informal but the grievant, and the grievant's representative upon grievant's request, shall meet with the College President, or designee, for the purpose of discussing the grievance.

b. Steps 2 and 3 are intended primarily to be reviews of the existing grievance file; however, additional evidence may be submitted. If meetings at Steps 2 and 3 have not been requested, any

additional evidence at such Steps must be submitted in writing. If meetings at Steps 2 and 3 have been requested, any additional evidence may be submitted at such meetings in writing or by means of testimony. Presence of grievants at such meetings may be waived by mutual agreement of the parties.

c. Notwithstanding any other provision of this Article, neither the grievant nor UUP, as grievant's representative, shall be permitted to allege violations other than those specified in writing in the grievance filed at Step 1 or initially filed at Step 2.

d. A grievance may be withdrawn at any time by the grievant, or UUP as grievant's representative.

#### § 7.7 Procedures Applicable to Arbitration

##### a. Selection of Arbitrators

1. The State and UUP shall meet as soon as feasible after the execution of this Agreement to seek agreement on an Arbitration Panel.

2. Within 10 working days after the receipt of a notice of intent to proceed to arbitration, or at such other time as may be mutually agreed upon, representatives of the State and UUP shall meet for the purpose of selecting an arbitrator from the Arbitration Panel. Selection shall be by mutual agreement. If an arbitrator cannot be agreed upon mutually, selection shall be by alternately striking names from the Arbitration Panel until one name remains. The right to strike first from the Arbitration Panel shall be determined by lot. The parties



may mutually agree to select an arbitrator who is not a member of the Arbitration Panel.

b. Authority of the Arbitrator

1. The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this Agreement or the procedural steps of the Policies specified in Section 7.2, Definition, of this Article. The arbitrator shall confine the decision and award solely to the application and/or interpretation of this Agreement or whether such procedural steps of the Policies have been followed. Where provisions of this Agreement or the procedural steps of the Policies referred to in this paragraph call for the exercise of judgment, the arbitrator shall not substitute his/her judgment for that of the official making such judgment, but shall be confined to a determination as to whether this Agreement or such procedural steps of the Policies have been followed. If the arbitrator determines that this Agreement or the procedural steps of the Policies referred to in this paragraph have not been followed, the arbitrator may fashion an appropriate remedy. In matters involving appointment or reappointment, if the arbitrator determines that the failure to follow this Agreement or the procedural steps of the Policies referred to in this paragraph has been significant, the remedy may provide for an appointment not to exceed one year. The arbitrator shall not have the authority to grant a continuing or permanent appointment. Under Article XI of the Policies continuing or permanent appointment may be granted only by the State University Chancellor.

2. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue.

c. Arbitrability

1. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall determine initially whether the issue in dispute is arbitrable under the express terms of this Agreement. At the request of either party, such determination shall be made by a written decision and award. Once the arbitrator has determined that the issue is arbitrable in accordance with provisions of this subdivision, the arbitrator shall proceed to determine the merits of the issue.

d. Time and Place of Meeting

1. The arbitrator shall hold the hearing in Albany, unless otherwise agreed to by the parties, within 15 working days of the acceptance of the arbitrator's selection or as soon thereafter as is practicable. The arbitrator shall issue a decision and award upon an issue within 30 calendar days of the hearing, unless additional time is agreed to by the parties.

e. Effect of Decision and Award

1. The decision and award of the arbitrator shall be final and binding upon the State, UUP and the grievant to the extent permitted by provisions of this Agreement and applicable law.

f. Fees and Expenses

1. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall be responsible for the cost of preparing and presenting its own case.

## § 7.8 Miscellaneous Provisions

### a. Time Limits

1. All of the time limits contained in this Article may be extended by mutual agreement of the parties. Extensions shall be confirmed in writing by the party requesting the extension. Upon failure of the State or its representatives to provide a response within the time limits provided in this Article, the grievant, or UUP as the grievant's representative, may appeal to the next Step. Upon failure of the grievant, or UUP as grievant's representative, to file a grievance or grievance appeal within the time limits provided in this Article, the grievance shall be deemed to have been withdrawn.

### b. Mailing

1. All grievances, grievance appeals and responses shall be transmitted by certified or registered mail, return receipt requested.

2. In the event of a question of the timeliness of any grievance, grievance appeal, or response, the date of delivery appearing on the return receipt shall be determinative.

### c. Precedent

1. Grievances resolved at either Steps 1, 2 or 3 shall not constitute a precedent in any arbitration proceeding unless agreed to in writing by the Director of Employee Relations and UUP, acting through its President.

### d. Retroactivity

1. A settlement of, or an arbitrator's decision and award upon, a grievance may or may not be retroactive as the equities of each case may demand, but in no case shall such resolution be

retroactive to a date earlier than 45 calendar days prior to the date the grievance was first filed.

e. "Working days" as used in this Article shall mean Monday through Friday, excluding holidays.

#### § 7.9 Applicability

a. This Article shall not apply to any matter which relates to College by-laws, policies, operating procedures, or any other form of guideline by whatsoever name, whether pertaining to a unit, department, division, school or any other level of organization of a College and whether appearing in a College handbook or any other document, which are developed by professional staff at a College for the conduct of the affairs of the College or its sublevels of organization.

## ARTICLE 8

### Labor-Management Meetings

§ 8.1 The purpose of this Article shall be to provide a forum for discussion and consideration of matters of interest to either or both parties identified below.

§ 8.2 Representatives of the Governor's Office of Employee Relations shall meet with UUP representatives at mutually agreed upon times to discuss matters of interest raised by either party. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

§ 8.3 The Chancellor, or designee, 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 implementation and administration of this Agreement which are University-wide in nature. A written agenda shall be submitted by UUP to the Chancellor no less than five days before the scheduled date of the meeting. At the discretion of the Chancellor, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chancellor, or designee, and UUP representatives from meeting on a less frequent basis upon mutual agreement.

§ 8.4 A College President, or designee, shall meet with local UUP representatives once each month to discuss matters of interest raised by either party, including those matters necessary to the implementation and administration of this Agreement which are local in nature. A written agenda shall be submitted by UUP to the College President no less than five days before the scheduled date of the meeting. At the discretion of the College President, additional matters for discussion may be placed on the agenda with a minimum of two working days' notice to the local UUP. Nothing contained herein shall prevent the College President, or designee, and local UUP representatives from meeting on a less frequent basis upon mutual agreement.

§ 8.5 In addition to the meetings specified in Section 8.3 and Section 8.4, UUP and the Chancel-

lor, or designee, or UUP and the College President, or designee, may meet at mutually agreed upon times other than those set forth above if matters of immediate interest to either party arise. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

## **ARTICLE 9**

### **Academic Freedom**

§ 9.1 It is the policy of the University to 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.

§ 9.2 The principle of academic freedom shall be accompanied by a corresponding principle of responsibility.

§ 9.3 In their role as citizens, employees have the same freedoms as other citizens. However, in their extramural utterances employees have an obligation to indicate that they are not institutional spokespersons.

## **ARTICLE 10**

### **No Discrimination**

§ 10.1 The State agrees to continue its estab-

lished policy prohibiting all forms of illegal discrimination, including but not limited to discrimination with regard to race, creed, color, religion, national origin, sex, age, disability or marital status.

§ 10.2 UUP agrees to continue its established policy prohibiting all forms of illegal discrimination, including but not limited to discrimination with regard to race, creed, color, religion, national origin, sex, age, disability or marital status.

§ 10.3 Neither the State nor UUP shall deliberately discriminate against an employee as a result of the proper exercise of the employee's rights guaranteed by the Public Employees' Fair Employment Act.

§ 10.4 Claims of illegal discrimination under Sections 10.1 and 10.2 shall, at the election of the employee, be subject to review in accordance with State and Federal procedures established for such purpose, but shall not be subject to review under provisions of Article 7, Grievance Procedure, of this Agreement.

§ 10.5 Claims of illegal discrimination under Section 10.3 shall be subject to review under either provisions of Article 7, Grievance Procedure, of this Agreement, or provisions of the Public Employees' Fair Employment Act at the election of the employee, but in no event shall the employee be permitted to elect review in both forums.

## ARTICLE 11

### Employee Organization Leave

#### § 11.1 UUP Meetings

a. Delegate Assembly — UUP delegates, State employee members of its Executive Board, the Parliamentarian, and chairpersons of its standing committees required by UUP's constitution and by-laws to attend meetings of the Delegate Assembly shall be granted up to three days of employee organization leave per Agreement year, including travel time, for attendance at delegate meetings. Under special circumstances and upon advance request, additional employee organization leave for additional delegate meetings may be granted by the Director of Employee Relations.

b. Executive Board — Each State employee member of UUP's Executive Board and the Parliamentarian shall be granted up to eight days of employee organization leave per Agreement year, including travel time, for attendance at Executive Board meetings. An employee who succeeds a member of such Board or succeeds as the Parliamentarian shall be granted the balance of employee organization leave available to such member or the Parliamentarian for the Agreement year for attendance at Board meetings.

c. Standing Committees — Each State employee member of UUP's Standing Committees on Negotiations, Grievance, Legislation, Membership and Finance shall be granted up to four days of employee organization leave per Agreement year,



including travel time, for attendance at meetings of that standing committee. An employee who succeeds a member of a standing committee shall be granted the balance of employee organization leave available to such member for the Agreement year for attendance at committee meetings.

d. Ad Hoc Committees — In each year of this Agreement a total of 20 days of employee organization leave shall be made available for use by employees designated by UUP to participate in meetings of UUP's ad hoc committees.

### § 11.2 Grievances

a. UUP Chapter Grievance Chairpersons shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of processing grievances in accordance with Article 7, Grievance Procedure, and Article 19, Discipline, of this Agreement.

b. Employees who file grievances under Article 7, Grievance Procedure, or Article 19, Discipline, of this Agreement shall be granted reasonable and necessary employee organization leave, including travel time, to attend meetings, reviews or hearings which are scheduled by the State, or its representatives, in accordance with the procedures established in Article 7, Grievance Procedure, and Article 19, Discipline, of this Agreement.

### § 11.3 Negotiations with the State

a. A reasonable number of employees serving on UUP's negotiating team shall be granted reasonable and necessary employee organization

leave, including travel time, for the purpose of negotiating with representatives of the State.

#### § 11.4 Labor-Management Meetings

a. A reasonable number of employees shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of participating in mutually scheduled labor-management meetings pursuant to Article 8 of this Agreement.

#### § 11.5 Leave for Full-Time Union Activity

a. Employees elected to office in UUP as President, Vice President-Academics, Vice President-Professionals, Secretary and Treasurer may be granted, upon their request, leaves of absence with full salary from their regular positions for the purpose of serving as elected officials in UUP in accordance with the provisions of Section 46 of Chapter 283 of the Laws of 1972.

#### § 11.6 General Provisions

a. Employee organization leave shall be leave with pay and without charge to the employee's leave credits.

b. For the purpose of determining whether an employee is eligible to receive travel time credit, travel time as used in this Article shall mean actual and necessary time spent in travel during normal business hours only.

c. Requests for employee organization leave shall be made to the College President, or designee, with reasonable advance notice. Employee organization leave for UUP meetings as provided above

in Section 11.1 shall not be granted unless UUP provides the Director of Employee Relations, or designee, with five days' advance notice of the purpose and dates for which leave is requested and the names and College work locations of employees for whom such leave is requested.

d. UUP shall provide to the Director of Employee Relations within 30 days after the execution of this Agreement, and quarterly thereafter, a list of UUP officers, chapter officers, and other employees eligible for employee organization leave pursuant to Sections 11.1, 11.2, 11.3, and 11.5 of this Article, together with the College work locations of such employees.

e. UUP recognizes that use of employee organization leave shall not impair services rendered to the public. The State recognizes that employee organization leave shall not be unreasonably withheld. In the event employee organization leave is withheld, the employee shall be given the reasons, in writing, for such decision.

## **ARTICLE 12**

### **College Meeting Space**

§ 12.1 Where there is appropriate meeting space at a College, it shall be made available to UUP for specific meetings provided that (a) UUP agrees to reimburse the State for any additional expense incurred in the furnishing of such space, (b) request for use of such space is made in advance pursuant to rules of the College concerned, and (c) there is no conflict with prior scheduled uses of such space.

## **ARTICLE 13**

### **Bulletin Boards**

§ 13.1 UUP shall be permitted to post notices of its activities and matters of UUP concern on one bulletin board in each department at a College. Such material shall be signed by a designated official of UUP or its appropriate chapter. No material shall be posted which is derogatory of any person or organization, or which constitutes election campaign material for or against any person, organization, or faction thereof, except that election material relating to internal UUP elections may be posted on such bulletin boards.

§ 13.2 Any bulletin board material objected to by the State or its representatives as being in violation of this Article shall be promptly removed. Within two working days after such removal, the local UUP chapter president will be provided with a written statement of the reasons. Such removal may be contested pursuant to the grievance procedure contained in Article 7 of this Agreement.

## **ARTICLE 14**

### **Mail Distribution**

§ 14.1 UUP shall have the right to use intra-College mail distribution services and mailboxes for distribution at a College of addressed UUP printed matter. Methods for implementing this provision at a College shall be consistent with the College's operating needs.

## **ARTICLE 15**

### **Payroll Deduction**

§ 15.1 UUP shall have the exclusive right to the payroll deduction of employee organization membership dues for employees and no other employee organization shall be accorded any such membership dues payroll deduction privilege.

## **ARTICLE 16**

### **Lists**

§ 16.1 The State shall provide UUP, on a quarterly basis, with two lists of employees in the State University Professional Services Negotiating Unit which shall include employees' names, addresses of record, line numbers, titles, professional ranks and salaries. Where available, an employee's date of initial appointment and current type of appointment, e.g., term, permanent, continuing, temporary, will also be provided.

§ 16.2 The State shall include UUP on its mailing lists for distributions to all employees on a University-wide or College-wide basis. The College President, or designee, shall include UUP and its College Chapter on the mailing list for distributions to all employees on a College-wide basis. UUP shall include the State, the Chancellor, or designee, and the College Presidents on its mailing lists for distributions to employees. A College Chapter of UUP shall include the College President on its mailing list for distributions to all

employees on a College-wide basis. Each party shall designate its address or addresses for these purposes.

§ 16.3 UUP shall provide the State, on a quarterly basis, with a list of the names, College work locations, UUP titles and University titles of each of its statewide and chapter officers, Executive Board members, Delegate Assembly members, Standing Committee members and Chapter Grievance Chairpersons. As UUP Ad Hoc Committees are established, UUP shall also provide the State with the information described herein relative to Ad Hoc Committee members.

§ 16.4 At the beginning of each semester, each College shall provide the local UUP Chapter with the names of employees of the College who commenced leaves of absence, the names of employees who were separated from employment at the College during the previous semester, and a list of new employees at the College, which list shall contain the information described in Section 16.1. Each College shall also provide a copy of the information described in this Section to the UUP central office.

## **ARTICLE 17**

### **Information and Data**

§ 17.1 The State shall make available to UUP, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to the collective negotiating unit and

in the possession of the State as are necessary for the preparation for collective negotiations and the processing of grievances. It is understood that this shall not be construed to require the State to compile information and statistics in any specific form unless mutually agreeable.

§ 17.2 Each employee shall be responsible for providing the College President, or designee, with his/her current home address and telephone number and for keeping such information current. Such information shall be maintained for official College use only.

## **ARTICLE 18**

### **Board of Trustees' Meetings**

§ 18.1 The Chancellor, or designee, will furnish UUP with copies of all proposed changes in Policies affecting terms and conditions of employment prior to action thereon by the Board.

§ 18.2 The Chancellor, or designee, will furnish UUP with a copy of the tentative advance agenda of each meeting of the Board at the same time it is made available to the members of the Board. Additionally, following approval by the Board of Trustees of the minutes of its meetings, the Chancellor, or designee, will furnish UUP with a copy of that portion of such minutes which relates to matters described in Section 18.1.

§ 18.3 UUP may request to meet with the Chancellor, or designee, in order to discuss matters

described in Section 18.1 which appear on the Board's agenda. Such discussion shall take place prior to the Board meeting. The Chancellor will recommend, where the Chancellor believes it to be appropriate, that the Board or its representatives meet with UUP for the purpose of discussing such issues. This shall not preclude UUP from directly requesting a meeting with the Board of Trustees or its appropriate committee.

§ 18.4 The Board of Trustees of the University shall have the right in its judgment to change its Policies from time to time hereafter, after consultation pursuant to this Article. Nothing contained in this Agreement or actions pursuant thereto shall be deemed a waiver by the State or UUP of their right to assert, at any time hereafter, that the subjects of the Policies may or may not be appropriate subjects of collective negotiations.

## ARTICLE 19

### Discipline

#### § 19.1 Purpose

The purpose of this Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the College President, or designee, is encouraged to resolve matters of discipline informally; provided, however, such infor-



mal action shall not be construed to be a part of the disciplinary procedure contained in this Article and shall not restrict the right of the College President, or designee, to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

### § 19.2 Definitions

a. "Discipline" shall be defined as the imposition of a penalty by means of the procedure specified in Section 19.4.

b. "Days" shall mean working days, Monday through Friday, excluding holidays.

c. "Service" shall mean the act of delivering, in accordance with provisions of this Article, a notice of discipline. Service shall be effective three days from the time of personal service or, in the event of mailing, which shall be by certified or registered mail, return receipt requested, three days from the date the employee or any other person accepting delivery has signed the return receipt or the date the notice is returned to the College President, or designee, undelivered.

d. "Party" shall mean the State and either the employee upon whom discipline is sought to be imposed or the employee's representative selected pursuant to Section 19.8 of this Article.

### § 19.3 Applicability

Discipline shall be imposed upon employees only pursuant to this Article; provided, however, that provisions of this Article shall not apply to the termination of employees serving on temporary or

probationary appointments, which may be terminated at any time in accordance with provisions of Article XI of the Policies, and provided further that provisions of this Article shall not apply to non-renewal of term appointments pursuant to Article XI of the Policies, terminations of employees due to mental or physical incapacity pursuant to Article XV of the Policies or terminations of employees pursuant to Article 35, Retrenchment, of this Agreement.

#### § 19.4 Disciplinary Procedure

a. Discipline shall be imposed only for just cause. Where the College President, or designee, seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee in person or by registered or certified mail, return receipt requested, to the employee's address of record. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places.

b. The penalty proposed may not be implemented until the employee (1) fails to file a disciplinary grievance within 10 days of service of the notice of discipline, or (2) having filed a disciplinary grievance, fails to file a timely appeal to disciplinary arbitration, or (3) having appealed to disciplinary arbitration, until and to the extent that it is upheld by the disciplinary arbitrator, or (4) until the matter is settled.

c. The notice of discipline may be the subject of a disciplinary grievance which shall be filed with the Chancellor, or designee, in person or by registered or certified mail, return receipt requested, by the employee, or the employee's representative, on a disciplinary grievance form to be provided by the State, within 10 days of the date of service of notice of discipline. The employee, or the employee's representative, shall be entitled to a meeting to present the employee's position to the Chancellor, or designee, within 10 days of the date of filing of the disciplinary grievance. The purpose of the meeting shall be the possible adjustment of the matter and need not involve the presentation of evidence or specification of particulars by either party. The meeting provided for herein may be waived by the employee, in writing, on the grievance form, only in accordance with provisions of Section 19.7(b). If the meeting has not been waived but cannot be held within 10 working days of the date of filing of the disciplinary grievance by reason of the unavailability of the employee, or the employee's representative, or on such other date as may be mutually agreed upon, the Chancellor, or designee, may, at the option of the Chancellor, or designee, review the disciplinary grievance on the basis of the existing record. The Chancellor, or designee, shall provide the employee, or the employee's representative, with a response in writing by registered or certified mail, return receipt requested, within five days of the meeting or review.

d. If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disci-

plinary arbitration by the employee, or the employee's representative, within 10 days of receipt of the response of the Chancellor, or designee. Notice of appeal to disciplinary arbitration shall be filed by registered or certified mail, return receipt requested, upon the Director of Employee Relations, or designee.

e. The State and UUP shall jointly agree within 15 days of the execution of this Agreement on a 25-member panel of disciplinary arbitrators. Each member of the panel shall be assigned a number in rotation and, in the event of a disciplinary arbitration, the first arbitrator in order who is available to conduct a hearing within 10 days of appointment shall serve as the arbitrator. The State agrees to perform activities necessary to appropriate administration of the panel including, but not limited to, identifying arbitrators' availability, notifying them of their appointment and assisting in arranging for hearing rooms.

f. The disciplinary arbitrator shall hold a hearing within 10 days of appointment, or as soon thereafter as practical, or within such other period as may be mutually agreed upon by the parties, recognizing, however, that except in unusual circumstances a hearing should be concluded within 30 days of the appointment of the arbitrator. The disciplinary arbitrator shall render a decision within five days of the close of the hearing, or within five days after receipt of the transcript, if either party elects a transcript, or within such other time as may be mutually agreed upon by the parties.

g. Either party wishing a transcript of a disciplinary arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party; provided, however, the decision to make a transcript must be announced at the beginning of the hearing and the transcript must cover the entire hearing, not just a portion thereof. Delays in the preparation of a transcript shall not constitute a basis for delays in scheduling hearing dates.

h. The disciplinary arbitrator shall be confined to determinations of guilt or innocence and the appropriateness of proposed penalties. The disciplinary arbitrator may consider issues of timeliness but shall not consider alleged violations of provisions of this Agreement, which shall be subject only to the provisions of Article 7, Grievance Procedure, of this Agreement. The disciplinary arbitrator shall neither add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension, pursuant to Section 19.7 of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, the arbitrator may consider such suspension in determining the penalty to be imposed.

i. All fees and expenses of the arbitrator, if any, shall be divided equally between the State and UUP or the employee if not represented by UUP. Each party shall bear the cost of preparing and presenting its own case. The estimated arbitrator's fee and expenses and estimated expenses of the arbitration may be collected in advance of the hearing.

### § 19.5 Settlements

a. A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing on the disciplinary grievance form to be provided by the State. An employee offered such a settlement shall be offered a reasonable opportunity to have a representative present before the employee is required to execute it.

### § 19.6 Effect of Settlement and Arbitrator's Award

a. All settlements and arbitrators' awards shall be final and binding upon the State, UUP, the employee and the employee's representative if other than UUP.

### § 19.7 Suspension Before Notice of Discipline

a. Prior to issuing a notice of discipline or the completion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended, without pay, by the appointing authority only pursuant to paragraphs (1) or (2) of this Section.

1. The appointing authority, or its designee, may suspend, without pay, an employee when the appointing authority, or its designee, determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable by the disciplinary arbitrator. A notice of discipline shall be served no later than five days following any such suspension.

2. The appointing authority, or its designee, may suspend, without pay, an employee charged with the commission of a crime. Such employee shall notify the appointing authority in writing of the disposition of any criminal charge including a certified copy of such disposition within five days thereof. Within 30 calendar days following such suspension under this paragraph, or within five days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or the employee shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority, or its designee, to take disciplinary action during the pendency of criminal proceedings.

b. Where an employee has been suspended, the employee may, in writing, waive the meeting with the Chancellor, or designee, at the time of filing a disciplinary grievance. In the event of such waiver, the employee shall file the disciplinary

grievance form, within the prescribed time limits for filing a grievance with the Chancellor, or designee, directly with the Director of Employee Relations, or designee, in accordance with the provisions of Section 19.4(d).

### § 19.8 Representation

a. An employee may represent himself/herself or be accompanied for purposes of representation by UUP or counsel at any stage of the disciplinary procedure contained in this Article; provided, however, an employee's representative may only act on the employee's behalf, in the absence of the employee, upon mutual agreement of the parties.

### § 19.9 Limitation

a. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

### § 19.10 Miscellaneous Provisions

#### a. Mailing

1. All disciplinary grievances, responses and appeals to disciplinary arbitration, shall be transmitted by certified or registered mail, return receipt requested.

2. In the event of a question of timeliness of any disciplinary grievance, response, or appeal to



disciplinary arbitration, the date of delivery appearing on the return receipt shall be determinative.

## ARTICLE 20

### Direct Compensation

§ 20.1 The State shall prepare, secure introduction and recommend passage by the Legislature of appropriate legislation in order to provide the benefits described in this Article.

#### § 20.2

a. The basic annual salaries of incumbents of positions in the State University in the Professional Services Negotiating Unit as of June 30, 1979, shall be increased by seven percent commencing (1) July 1, 1979, for employees having a calendar year or college year professional obligation, or (2) September 1, 1979, for employees having an academic year professional obligation, except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purpose of establishing the effective date of eligibility for salary increases shall be granted said increase in basic annual salary commencing July 1, 1979.

b. Notwithstanding the provisions of subdivision (a) of this section, an employee in service on April 30, 1979, whose employment expires prior to June 30, 1979, who would have been eligible for the salary increase provided for in subdivision (a) of this section if the employee had continued through

June 30, 1979, shall be eligible for the salary increase provided for in subdivision (a) of this section if the employee is reemployed in an equivalent position at the start of the academic year commencing on or after July 1, 1979.

c. There shall be available an amount equal to one percent of the total of the salaries on June 30, 1979, of incumbents entitled to a salary increase pursuant to subdivision (a) of this section, for distribution to such incumbents by the State University Trustees in their discretion. The effective dates of the discretionary increases shall be the dates of the salary increases provided pursuant to subdivision (a) of this section; provided, however, to allow consultation, the discretionary increases shall not be implemented until December 19, 1979.

d. (1) Salary minimums shall be established for the following ranks or grades or positions equated to them and shall be effective on the dates of the salary increases provided pursuant to subdivision (a) of this section:

<i>Academic Employees (other than librarian ranks)</i>	<i>Professional Obligation</i>	
	<i>Academic Year</i>	<i>Calendar Year</i>
Professor	\$19,750	\$23,700
Associate Professor	15,250	18,300
Assistant Professor/Lecturer	12,250	14,700
Instructor	10,250	12,300

	<i>Professional Obligation</i>	
<i>Librarians</i>	<i>Calendar Year</i>	<i>Academic Year and College Year</i>
Librarian	\$19,750	Reduce calendar year minimums by 16.67 percent for academic year professional obligation. Appropriate pro rata reduction in calendar year minimums for college year professional obligation.
Associate Librarian	15,250	
Sr. Assistant Librarian	12,250	
Assistant Librarian	10,250	

	<i>Professional Obligation</i>	
<i>Professional Employees</i>	<i>Calendar Year</i>	<i>Academic Year and College Year</i>
PR-4	\$19,750	Reduce calendar year minimums by 16.67 percent for academic year professional obligation. Appropriate pro rata reduction in calendar year minimums for college year professional obligation.
PR-3	15,250	
PR-2	12,250	
PR-1	10,250	

(2) The salary minimums established in paragraph (1) of this subdivision shall not apply to employees who are not paid on the basis of a basic annual salary. A part-time employee who is paid on the basis of a prorated basic annual salary and who is eligible to be paid a minimum basic annual salary shall be paid a minimum basic annual salary which shall be the appropriately prorated amount of the minimum basic annual salary that would have been

paid to the employee had the employee been employed on a full-time basis.

(3) An incumbent promoted on or after the effective dates, appropriate to that incumbent's professional obligation or date of eligibility for salary increases, of the salary increase provided for in subdivision (a) shall receive not less than the minimum basic annual salary for the rank or grade to which that incumbent has been promoted.

(4) An employee hired on or after the effective dates, appropriate to the employee's professional obligation or date of eligibility for salary increases, of the salary increase provided for in subdivision (a) shall receive not less than the minimum basic annual salary for the rank or grade on the date the employee is placed in payroll status.

### § 20.3

a. The basic annual salaries, as of June 30, 1980, of incumbents of positions in the State University in the Professional Services Negotiating Unit shall be increased by three and one-half percent commencing (1) January 1, 1981, for employees having a calendar year or college year professional obligation, or (2) March 1, 1981, for employees having an academic year professional obligation, except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purpose of establishing the effective date of eligibility for salary increases shall be granted said salary increase on January 1, 1981.

b. The basic annual salaries, as of June 30, 1980, of incumbents eligible for a salary increase pursuant to subdivision (a) of this section shall be increased by an amount equal to seven-ninths of one percent for each one percent increase in the consumer price index during the period from January, 1980, to January, 1981, less the three and one-half percent authorized by subdivision (a) of this section commencing (1) July 1, 1981, for employees having a calendar year or college year professional obligation, or (2) September 1, 1981, for employees having an academic year professional obligation except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purposes of establishing the effective date of eligibility for salary increases shall be granted said increase on July 1, 1981; provided, however, that the increase in basic annual salary provided by this subdivision and subdivision (a) of this section taken together shall not exceed seven percent. The consumer price index for the purposes of this subdivision shall mean the United States All Cities, Urban Wage Earners and Clerical Workers Revised Index.

c. Incumbents to whom the provisions of subdivision (b) apply who are in employment status on and after June 30, 1981, shall be entitled to a lump sum payment equal to the difference between the salary which would have been paid after the implementation of the salary adjustments provided

for in subdivisions (b) and (d) of this section had that salary been in effect on July 1, 1980, or September 1, 1980, and the salary actually received from July 1, 1980, or September 1, 1980, as appropriate to professional obligation or date of eligibility for salary increases, through June 30, 1981, or August 31, 1981, as appropriate. Such lump sum payment shall be made not later than (1) September 30, 1981, for employees having a calendar year or college year professional obligation, or (2) November 30, 1981, for employees having an academic year professional obligation, except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purposes of establishing the effective date of eligibility for salary increases shall be granted said payment not later than September 30, 1981.

d. There shall be available an amount equal to one percent of the total of the salaries on June 30, 1980, of incumbents entitled to a salary increase pursuant to subdivision (b) of this section, for distribution to such incumbents by the State University Trustees in their discretion. Such distribution shall occur on July 1, 1981, and shall be retroactive to July 1, 1980, or September 1, 1980, as appropriate to professional obligation or date of eligibility for salary increases.

e. Notwithstanding the provisions of subdivision (a) of this section, an employee in service on April 30, 1980, whose employment expires prior

to June 30, 1980, who would have been eligible for the salary increase provided for in subdivision (a) of this section if employment had continued through June 30, 1980, shall be eligible for the salary increase provided for in subdivision (a) of this section if the employee is reemployed in an equivalent position at the start of the academic year commencing on or after July 1, 1980.

f. (1) Salary minimums shall be established for the following ranks or grades or positions equated to them and shall be effective on the dates of the salary increases provided pursuant to subdivision (a) of this section:

<i>Academic Employees (other than librarian ranks)</i>	<i>Professional Obligation Academic Year</i>	<i>Calendar Year</i>
Professor	\$20,000	\$24,000
Associate Professor	15,500	18,600
Assistant Professor/Lecturer	12,500	15,000
Instructor	10,500	12,600
	<i>Professional Obligation Calendar Academic Year and Year College Year</i>	
<i>Librarians</i>		
Librarian	\$20,000	Reduce calendar year minimums by 16.67 percent for academic year professional obligation. Appropriate pro rata reduction in calendar year minimums for college year professional obligation.
Associate Librarian	15,500	
Sr. Assistant Librarian	12,500	
Assistant Librarian	10,500	

<i>Professional Employees</i>	<i>Professional Obligation</i>	
	<i>Calendar Year</i>	<i>Academic Year and College Year</i>
PR-4	\$20,000	Reduce calendar year minimums by 16.67 percent for academic year professional obligation.
PR-3	15,500	
PR-2	12,500	Appropriate pro rata reduction in calendar year minimums for college year professional obligation.
PR-1	10,500	

(2) The salary minimums established in paragraph (1) of this subdivision shall not apply to employees who are not paid on the basis of a basic annual salary. A part-time employee who is paid on the basis of a prorated basic annual salary and who is eligible to be paid a minimum basic annual salary shall be paid a minimum basic annual salary which shall be the appropriately prorated amount of the minimum basic annual salary that would have been paid to the employee had the employee been employed on a full-time basis.

(3) An incumbent promoted on or after the effective dates, appropriate to that incumbent's professional obligation or the date of eligibility for salary increases, of the salary increase provided for in subdivision (a) shall receive not less than the minimum basic annual salary for the rank or grade to which that incumbent has been promoted.

(4) An employee hired on or after the effective dates, appropriate to that employee's professional obligation or date of eligibility for salary



increases, of the salary increase provided for in subdivision (a) shall receive not less than the minimum basic annual salary for that employee's rank or grade on the date the employee is placed in payroll status.

#### § 20.4

a. The basic annual salaries as of June 30, 1981, as increased by the provisions of Section 20.3 (b) and (d), of incumbents of positions in the State University in the Professional Services Negotiating Unit shall be increased by three and one-half percent commencing (1) January 1, 1982, for employees having a calendar year or college year professional obligation, or (2) March 1, 1982, for employees having an academic year professional obligation except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purpose of establishing the effective date of eligibility for salary increases shall be granted said salary increase on January 1, 1982.

b. The basic annual salaries as of June 30, 1981, as increased by the provisions of Section 20.3 (b) and (d), of incumbents eligible for a salary increase pursuant to subdivision (a) of this section shall be increased by an amount equal to seven-ninths of one percent for each one percent increase in the consumer price index during the period from January, 1981 to January, 1982, less the three and one-half percent authorized by subdivision (a) of this section commencing (1) July 1, 1982, for em-

ployees having a calendar year or college year professional obligation, or (2) September 1, 1982, for employees having an academic year professional obligation, except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purposes of establishing the effective date of eligibility for salary increases shall be granted said increase on July 1, 1982; provided, however, that the increase in basic annual salary provided by this subdivision and subdivision (a) of this section taken together shall not exceed seven percent. The consumer price index for the purposes of this subdivision shall mean the United States All Cities, Urban Wage Earners and Clerical Workers Revised Index.

c. Incumbents to whom the provisions of subdivision (b) apply who are in employment status on and after June 30, 1982, shall be entitled to a lump sum payment equal to the difference between the salary which would have been paid after the implementation of the salary increase provided for in subdivisions (b) and (d) of this section had that salary been in effect on July 1, 1981, or September 1, 1981, and the salary actually received from July 1, 1981, or September 1, 1981, as appropriate to professional obligation or date of eligibility for salary increases, through June 30, 1982, or August 31, 1982, as appropriate. Such lump sum payment shall be made not later than (1) September 30, 1982, for employees having a calendar year or college year

professional obligation, or (2) November 30, 1982, for employees having an academic year professional obligation except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purposes of establishing the effective date of eligibility for salary increases shall be granted said payment not later than September 30, 1982.

d. There shall be available an amount equal to one percent of the total of the salaries on June 30, 1981, increased by the provisions of Section 20.3 (b) and (d), of incumbents entitled to a salary increase pursuant to subdivision (b) of this section, for distribution to such incumbents by the State University Trustees in their discretion. Such distribution shall occur on July 1, 1982, and shall be retroactive to July 1, 1981, or September 1, 1981, as appropriate to professional obligation or date of eligibility for salary increases.

e. Notwithstanding the provisions of subdivision (a) of this section, an employee in service on April 30, 1981, whose employment expires prior to June 30, 1981, who would have been eligible for the salary increase provided for in subdivision (a) of this section if employment had continued through June 30, 1981, shall be eligible for the salary increase provided for in subdivision (a) of this section if that employee is reemployed in an equivalent position at the start of the academic year commencing on or after July 1, 1981.

§ 20.5 The increases in salary payable pursuant to this Article shall apply on a prorated basis to incumbents, otherwise eligible to receive an increase in salary pursuant to this Article, who are paid on an hourly or per diem basis, or who serve on a part-time basis, or who are paid on any basis other than at an annual salary rate.

§ 20.6 Nothing contained herein shall prevent the University, in its discretion, from granting further upward salary adjustments to individual employees.

§ 20.7 "Basic annual salary" is the amount of annual compensation payable to an employee for the performance of the employee's professional obligation, as such obligation is set forth under Appointment Year in Article XI of the Policies of the State University Trustees, from State monies appropriated for such purpose.

## **ARTICLE 21**

### **Health and Dental Insurance**

§ 21.1 During the term of this Agreement, the State shall provide to employees the generally prevailing health benefits provided through the health insurance plans administered for State employees by the Department of Civil Service.

§ 21.2 The dental insurance plan which is in effect on June 30, 1979 for employees in the Professional Services Negotiating Unit shall be continued for the duration of this Agreement; provided, how-

ever, there shall be established a joint State/UUP task force to review the dental insurance plan and make recommendations for improvements, within the existing premium structure, which may be implemented during the term of this Agreement upon mutual agreement of the parties.

## ARTICLE 22

### Travel Allowances

#### § 22.1 Per Diem, Meal and Lodging Expenses

a. The State agrees to reimburse, on a per diem basis as established by Rules and Regulations of the Comptroller, employees who are eligible for travel expenses for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel lodging, meals and incidental expenses related thereto (hotel tips, etc.) for a full day at the rates generally available to State employees.

#### § 22.2 Mileage Allowance

a. The State agrees to provide, subject to the Rules and Regulations of the Comptroller, the maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The allowance paid shall be the current rate generally available to State employees.

## ARTICLE 23

### Leaves

§ 23.1 Definitions. Whenever used in this Article:

a. The term "calendar year employee" shall mean any employee having a 12-month professional obligation.

b. The term "academic year employee" shall mean any academic employee having an academic year professional obligation.

c. The term "college year employee" shall mean any professional employee, or any academic employee holding a librarian title, having an annual professional obligation of less than 12 months, except an academic employee holding a librarian title having an academic year professional obligation.

§ 23.2 Vacation Leave: Calendar Year Employees and College Year Employees

a. Accrual of Vacation Credit.

1. Full-time calendar year and college year employees shall be eligible to accrue credits for vacation leave at the rate of one and three-quarter days a month for each month or major fraction thereof during the term of their professional obligation. Part-time calendar year and college year employees shall be eligible to accrue such credits on a pro rata basis.

2. To accrue credits for vacation leave during each month, eligible full-time employees must be in full-pay status for such month, or major fraction thereof; eligible part-time employees must be in pay

status consistent with their part-time service for such month, or major fraction thereof.

b. **Maximum Accumulation.** Accumulation of vacation leave credits shall not exceed 40 days; provided, however, in the case of part-time employees who accrue vacation leave credits on a pro rata basis the maximum accumulation shall also be determined on a pro rata basis. In the event of death, retirement, resignation or other non-disciplinary separation from University service, or change of the period of professional obligation from calendar year or college year to academic year, an employee shall be compensated for such accumulated and unused vacation leave credits not to exceed a maximum of 30 days, such payment to be computed on the basis of the basic annual salary otherwise payable. In the case of death while in service, such payment shall be made to the deceased employee's estate or as provided pursuant to the Estates, Powers and Trust Law. No payment pursuant to this subdivision shall be made if the employee moves to a position in another State agency which is covered by the Attendance Rules for employees in the State classified service.

c. **Authorization for Use.** Vacation shall be taken at such times as shall be approved by the College President. Where the College President, or designee, denies an employee's request for vacation the employee, upon request, shall be given the reasons for such denial in writing.

d. **Charges.** When an employee is on vacation the employee shall not be required to charge vacation leave for any day upon which the em-

ployee would not have been required to be available to work had the employee not been on vacation.

### § 23.3 Vacation Leave: Academic Year Employees

a. **Accrual of Vacation Credit.** Academic year employees shall not accrue credit for vacation leave and shall not be granted any such leave.

### § 23.4 Sick Leave

a. **Accrual.** Full-time employees shall be eligible to accrue credits for sick leave at the rate of  $1\frac{3}{4}$  days a month for each month, or major fraction thereof, during the term of their professional obligation. Part-time employees shall be eligible to accrue such credits on a pro rata basis. To accrue credit for sick leave during each month, full-time employees must be in full pay status for such month or major fraction thereof; eligible part-time employees must be in pay status consistent with their part-time service for such month or fraction thereof.

b. **Other Sick Leave Credit.** Upon appointment to a position in the unclassified service, an employee shall be credited with any sick leave credits accrued pursuant to the Attendance Rules for the classified service.

c. **Maximum Accumulation.** Accumulation of sick leave credits pursuant to subdivisions (a) and (b) of this Section shall not exceed 165 days; provided, however, in the case of part-time employees who accrue sick leave on a pro rata basis the maximum accumulation shall also be determined on a pro rata basis.



d. Authorization for Use.

1. For purposes of this Section 23.4, “temporary disability” shall be defined as any temporary mental or physical impairment of health, including such an impairment resulting from pregnancy, which disables an employee from the full performance of duty.

2. The College President shall permit employees who are unable to perform their duties because of claimed temporary disability to use any and all sick leave credits which they have accumulated pursuant to subdivisions (a) and (b) of this Section 23.4.

3. The College President may at any time require an employee to furnish suitable medical evidence from the employee’s physician to substantiate a claimed temporary disability. In the absence of such suitable medical evidence, the College President may require an employee to be examined by a physician selected by the College at its expense. In the event medical evidence does not substantiate a claimed temporary disability, use of sick leave credits shall be disallowed and the employee shall be placed on leave without pay.

4. Subject to prior approval of the College President, an employee shall be allowed to use up to a maximum of ten days of sick leave accumulated pursuant to subdivisions (a) and (b) of this Section 23.4 for absences from work necessitated by a death or illness in the employee’s immediate family. The College President’s approval of requests for

sick leave for purposes described in this paragraph shall not be unreasonably withheld.

e. Additional Sick Leave.

1. The College President may grant an employee sick leave in addition to that provided by subdivisions (a) and (b) of this Section 23.4. Such additional sick leave may be at full salary, or such part thereof as the College President may determine, or without salary. Additional sick leave at full or partial salary, together with use of any sick leave provided by subdivisions (a) and (b) of this Section 23.4, shall not exceed a total of six calendar months. Additional sick leave without salary shall not exceed one calendar year. Additional sick leave at full or partial salary pursuant to this paragraph shall not be approved until all sick leave credits accumulated pursuant to subdivisions (a) and (b) of this Section 23.4 have been exhausted.

2. The Chancellor, after receiving the recommendation of the College President, may grant an employee sick leave in addition to that provided by paragraph (1) of this subdivision. Such additional sick leave may be at full salary or such part thereof as the Chancellor may determine, or without salary.

3. Prior to being granted additional sick leave provided by this subdivision an employee may be required to furnish such medical evidence from the employee's physician as may be requested or submit to medical examination by a physician selected by the College or University at its expense.

f. Charges. When an employee is on sick leave the employee shall not be required to charge sick leave credit for any day upon which the

employee would not have been required to be available to work had the employee not been on sick leave.

g. The College President may require an employee who has been absent due to a temporary disability, prior to and as a condition of the employee's return to work, to be examined, at the expense of the College, by a physician selected by the College, to establish that the employee is no longer disabled and that the employee's return to work will not jeopardize the health of other employees. Such examination may not be regularly required.

#### § 23.5 Holiday Leave

a. A calendar year or college year employee shall be eligible to observe the following days prescribed by law as holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Election Day, Thanksgiving Day and Christmas Day.

b. An employee who is eligible to observe holidays shall be granted a compensatory day off when any holiday specified in subdivision (a) falls on a Saturday.

c. An employee who is eligible to observe holidays who is required to work on a holiday shall be granted a compensatory day off.

d. Compensatory days off shall be scheduled at times mutually convenient to the employee and the University within three months from the day they are granted.

e. In the event legislation is enacted and approved designating Martin Luther King Day as a legal holiday, employees eligible to observe holidays may, where circumstances permit, elect to observe either Election Day or Martin Luther King Day as a holiday.

### § 23.6 Sabbatical Leave

a. Policy. Sabbatical leaves for professional development may be made available to academic employees who meet the requirements set forth below. The objective of such leave is to increase an employee's value to the University and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

b. Purpose. Sabbatical leaves may be granted for planned travel, study, formal education, research, writing or other experience of professional value.

c. Eligibility. Academic employees having continuing appointments who have completed at least six consecutive years of service within the University or who, if they previously have had a sabbatical leave, have completed at least six consecutive years of service within the University from the date of return from their last sabbatical leave, shall be eligible for sabbatical leave. In computing consecutive years of service for the purpose of this subdivision, periods of vacation leave and periods of sick leave with salary shall be included; periods of leaves of absence, other than

vacation and sick leave with salary, and periods of part-time service shall not be included but shall not be deemed an interruption of otherwise consecutive service.

d. **Terms and Conditions.** Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half basic annual salary or for periods of one-half year at rates not to exceed full basic annual salary. Academic employees on sabbatical leave may, with the prior approval of the College President, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leaves. In such cases, the College President may adjust the sabbatical leave salaries to reflect such income, either prior to or during the periods of such leaves, provided, however, that in no case shall sabbatical leave salary be reduced if total earnings are less than full salary.

e. **Applications.** Applications for sabbatical leaves shall be submitted to the College President as far in advance as possible of the requested effective date of the leave, but in no event later than six months in advance of such date unless such requirement is expressly waived by the College President. Each application shall include a statement outlining the program to be followed while on sabbatical leave, indicating any prospective income, stating that the applicant will continue as an academic employee for a minimum of one year upon the employee's return and stating that upon return the applicant will submit to the College President a detailed report of professional activities and accomplishments while on sabbatical leave.

f. Approval. Consistent with provisions of subdivision (d), the College President may approve such sabbatical leave as the College President deems appropriate and such leave shall be reported to the Chancellor.

g. Leave Credits. Vacation leave and sick leave credits shall not be accrued or used during sabbatical leave.

### § 23.7 Other Leaves

a. Approval. The College President may recommend to the Chancellor other leaves of absence for employees at full salary or reduced salary, or may grant employees leaves of absence without salary, for the purpose of professional development, acceptance of assignments of limited duration with other universities and colleges, governmental agencies, foreign nations, private foundations, corporations and similar agencies, as a faculty member, expert, consultant or in a similar capacity, or for other appropriate purposes consistent with the needs and interests of the University. Leave of absence without salary may also be granted under appropriate circumstances for the purpose of child care. Leaves of absence at full or reduced salary pursuant to provisions of this Section shall be subject to the approval of the Chancellor.

b. Application. Applications for such leaves of absence shall be made to the College President. Each such application shall include a statement of the purpose for which the leave is requested, its

anticipated duration and its value to the applicant and the University.

c. Leave Credits. Vacation leave and sick leave credits shall not be accrued or used during a period of leave pursuant to provisions of this Section.

### § 23.8 Disability Leave

a. Upon being discontinued from service in accordance with provisions of the State University Group Disability Insurance Program, an employee shall be granted a leave without pay for disability and shall be continued on such leave without pay until the disability ceases, the employee reaches age 65, or death, whichever event occurs first. For purposes of the State University Group Disability Insurance Program, the College President may require an employee to be examined by a physician selected by the College at its expense. Determination that a disability exists may be made by the College President upon the advice of the College's examining physician. Notwithstanding the failure of an employee to cooperate with the College's examining physician, a determination that a disability exists may be made by the College President upon advice of the College's examining physician that there are reasonable grounds to assume that a disability benefit would be payable in accordance with the State University Group Disability Insurance Program. If the College President determines, in accordance with the provisions of this Section, that a disability exists, the employee must apply for disability benefits under the State University

Group Disability Insurance Program. In the event the employee does not apply for disability benefits, the employee shall be placed on disability leave without pay. If, upon a finding that an employee is not disabled, the disability insurance carrier disapproves an employee's application for benefits, the employee shall be restored to regular employment status.

### § 23.9 Attendance Records

a. Employees shall be required to certify their presence and record any absences on forms to be provided by the State. Employees shall also be required to record on such forms any charges to or accruals of vacation or sick leave credits. Such forms shall be submitted to the College President, or designee, for review on a monthly basis.

b. A labor-management committee consisting of two representatives appointed by the State and two representatives appointed by UUP shall be created to develop an attendance reporting system with uniform content for use as provided in this Section. The committee shall complete development of the system not later than 30 calendar days after its formation and shall submit it to the State and UUP for approval. Use of the reporting system shall commence at the beginning of the semester immediately following approval by the State and UUP.

### § 23.10 Unauthorized Absence

a. Any employee absent from work without authorization shall be placed on leave without pay.



In the event an employee's unauthorized absence continues for ten consecutive work days and the employee has not provided a written explanation for such absence to the College President by the close of business of the tenth workday following the commencement of such unauthorized absence, the employee's leave without pay status shall continue for the remainder of the semester in effect on the tenth consecutive workday of absence where the College has hired a replacement for the employee.

b. If the unauthorized absence without written explanation continues for a total of 40 consecutive workdays the employee shall be deemed to have resigned.

c. If, prior to being deemed to have resigned, an employee provides suitable medical evidence in accordance with Section 23.4(d)(3) of this Article which substantiates a claim of temporary disability the employee may be placed on sick leave. Any sick leave under this subdivision shall commence upon substantiation of a claim of temporary disability by suitable medical evidence.

### § 23.11 Absence — Extraordinary Circumstances

a. An employee who has reported for work and, because of extraordinary circumstances beyond the employee's control, for example, extreme weather conditions or physical plant breakdown, is directed by the College President, or designee, to leave work, shall not be required to charge such directed absence during such day against leave accruals. Any such release of employees shall not

create any right to equivalent time off by employees who are not directed to leave work.

#### § 23.12 Limitations

a. **Term Appointments.** Nothing contained herein shall be deemed to extend the term of appointment of employees, and all leaves of absence shall, in any event, terminate upon the expiration of such appointment.

### **ARTICLE 24**

#### **Access To Employees**

§ 24.1 UUP representatives shall, on an exclusive basis, have access to employees at a College during working and/or non-working hours to explain UUP membership, services, programs and activities. UUP agrees that access under this Article shall not interfere with College operations or performance by employees of their duties and responsibilities.

§ 24.2 The exclusive access provisions of this Article shall not be effective during organizational campaign periods or during periods following the expiration of unchallenged representation status as defined in the Civil Service Law, Section 208.

### **ARTICLE 25**

#### **Compensation of Department Chairpersons**

§ 25.1 Members of the academic staff designated as department chairpersons may be paid a stipend

for duties and responsibilities of that function subject to the following limitations:

a. The stipend may not exceed 10 percent of basic annual salary when paid for duties as department chairperson during the term of professional obligation. Payment of such stipend precludes extra service during the term of professional obligation.

b. A further stipend, not to exceed 10 percent of basic annual salary, may be paid to faculty having academic year professional obligations for duties as department chairperson which are performed solely during the summer after completion of the academic year professional obligation. Payment of such stipend precludes other summer employment within the University.

c. A combination of stipends under paragraphs (a) and (b) shall not exceed 20 percent of basic annual salary.

d. The stipend shall not be added to basic annual salary. The stipend shall be removed upon termination of the employee's designation as department chairperson, whose salary thereafter shall be at the rate due as a regular member of the academic staff.

§ 25.2 Members of the academic staff designated as department chairperson who do not receive a stipend for duties and responsibilities of that function may perform extra service and may be employed during the summer under the usual rules and procedures applicable to such employment.

§ 25.3 The provisions of Section 25.1 pertaining to stipends shall not apply to employees in the

medical and dental schools of University medical centers or health sciences centers whose budget certificate titles are "Professor and Department Chairman"; provided, however, the provisions of such Section pertaining to extra service and summer employment shall apply.

## **ARTICLE 26**

### **Jury Service**

§ 26.1 On proof of necessity of jury service, an employee shall be granted leave with pay without charge to leave credits. Leave with pay for jury service shall mean leave at the rate of pay the employee would have received had the employee not been on such leave.

## **ARTICLE 27**

### **National and State Professional Meetings**

§ 27.1 The State and UUP recognize the importance of attendance at national and state professional meetings to professional growth and development and, accordingly, departments are encouraged to make funds available for attendance at such meetings.

## **ARTICLE 28**

### **Medical Assistance**

§ 28.1 Each College shall promulgate procedures to be followed in the event of a medical emergency

involving an employee of the College while on the College premises.

## **ARTICLE 29**

### **Medical and Dental Faculty**

§ 29.1 The following portions of the Agreement between the State and the Senate Professional Association, Inc., predecessor in interest to UUP, dated January 3, 1974, pertaining to a plan for the management of clinical practice and related matters at University Health Sciences and Medical Centers are incorporated herein: Appendix I, Appendix II, and Sections 2, 3 (as amended), 4 (including that portion of Section 4 relating to total compensation as amended), 5, 7 and the explanatory note of Appendix III.

#### § 29.2

A. A joint labor-management committee shall be established at each University medical and dental school to review the portions of the Agreement identified in Section 29.1 and to make specific joint recommendations to adapt and/or modify such portions of such Agreement to meet local circumstances.

B. Each committee shall consist of a maximum of eight persons, not more than four employee representatives appointed by the UUP local chapter and not more than four management representatives appointed by the chief administrative officer of the medical or dental school.

C. The specific joint recommendations of each committee, for the purpose described in para-

graph A of this Section, shall be made, and any issue concerning which a joint recommendation cannot be agreed upon shall be referred, not later than June 30, 1977, to an executive level State/UUP labor-management committee established pursuant to Section 29.3 .

D. Joint recommendations of each committee must be consistent with the following:

1. Definitions

a. "Chief administrative officer" shall mean the President of a Medical Center or, in the case of a Health Sciences Center, the Vice President for Health Sciences.

b. "Clinical practice" shall mean the act of providing all forms of medical and health care, including patient consultations, and the act of performing clinical investigation involving patients, for which acts a fee for professional service is customarily charged. Clinical practice shall be restricted to facilities of a Health Sciences or Medical Center or affiliated institution except: (i) for unusual circumstances or consultation; (ii) during periods of vacation, in the case of calendar year employees; (iii) during the period following the completion of professional obligation, in the case of academic year employees; and (iv) during such other times mutually agreed upon by the employee and the chief administrative officer after discussion of elements, including but not necessarily limited to institutional objectives and the employee's commitments as a faculty member to instruction, research, clinical service and facility utilization; pro-

vided, however, that exception (iv) shall not apply to employees compensated under a strict full-time method of compensation.

c. "Clinical practice income" shall mean the income from fees for professional services rendered in connection with clinical practice excluding any income derived from clinical practice at facilities other than those of a Health Sciences or Medical Center or affiliated institution: (i) during an employee's vacation, in the case of calendar year employees; (ii) during the period following the completion of professional obligation, in the case of academic year employees; and (iii) during such other times as may be mutually agreed upon by the employee and the chief administrative officer after discussion of elements, including but not necessarily limited to institutional objectives and the employee's commitments as a faculty member to instruction, research, clinical service and facility utilization; provided, however, that exclusion (iii) shall not apply to employees compensated under a strict full-time method of compensation. Research grants, royalties, honoraria for lectures and income unrelated to patient care are not considered clinical practice income.

d. "Strict full-time method of compensation" for the limited purpose of this Article, as it pertains to the Health Sciences Center at the State University of New York at Stony Brook, shall mean that method of compensation approved by the State University Trustees and State Director of the Budget which provides that an academic em-

ployee's total compensation for professional services, including but not limited to instructional, research and clinical services, shall be paid by the State and any income derived by an academic employee from services at an affiliated hospital or from clinical practice shall be administered in accordance with paragraph 5 b.

e. "Basic annual salary," for the limited purpose of this Article, shall mean that salary which is obtained from the direct appropriation of State monies for the purpose of paying wages which may not exceed the maximum State salary for an employee's academic rank.

2. Participation in a plan for the management of clinical practice.

a. Any employee who meets all of the following criteria must be a member of a plan for the management of clinical practice:

(i) Serves in a position of academic or qualified academic rank in a School of Medicine, Dentistry or Basic Health Sciences in a State University Health Sciences or Medical Center;

(ii) Derives compensation for services as an employee from sources including but not limited to the State of New York, a State University of New York controlled or affiliated institution, research sponsors, or other similar source, which in the aggregate per year exceeds 35 percent of the maximum State salary for the employee's rank;

(iii) Performs the professional clinical practice of medicine or dentistry for which a fee for professional services is customarily charged.



b. The chief administrative officer, with the approval of the Chancellor, may grant exceptions to individuals whose primary employment is not with the State University of New York and who have only a limited connection with the State University.

### 3. Accounting

a. An accounting system shall provide a means to record transactions respecting collection and disbursement of clinical practice income including but not limited to such transactions involving an employee, department, school, Health Sciences Center or Medical Center. All accounts shall be available at any time for inspection by the chief administrative officer, or designee, and representatives of the State Department of Audit and Control.

### 4. Auditing

a. All accounts shall be audited annually by an independent auditing firm to determine whether the operations of each plan for the management of clinical practice have been conducted in accordance with generally accepted accounting standards, the provisions of the plan for the management of clinical practice and guidelines for disbursement of clinical practice income.

### 5. Disbursement of clinical practice income

a. Provisions for disbursement of clinical practice income shall provide for the following in order of priority, except where a strict full-time method of compensation is in effect:

(i) Five percent of the gross clinical practice income from each plan for the management of clinical practice shall be deposited into a fund at the

Health Sciences or Medical Center where the income was generated to be administered by the chief administrative officer, or designee, for the benefit of the Health Sciences or Medical Center.

(ii) The State shall be reimbursed for the costs of clinical practice experienced by it as a consequence of clinical practice by plan members which are regular and customary costs of a practitioner, not a hospital, including but not limited to use of facilities, personnel, supplies and equipment.

(iii) Payment of all other costs of clinical practice determined in accordance with generally accepted accounting methods and allowable to a practitioner as a deductible cost or expense under Federal internal revenue service guidelines.

(iv) Employees required to participate in a plan for the management of clinical practice may be paid an amount from clinical practice income which, together with compensation from all other sources (exclusive of fringe benefits), including but not limited to basic annual salary, salary from a State University of New York controlled or affiliated institution, research sponsors, or other similar sources, does not exceed 175 percent of the maximum State salary for an employee's rank; provided, however, that compensation from a research sponsor shall be subject to the regulations of the sponsor. Total compensation shall be approved by the chief administrative officer in consultation with the employee, the employee's department chairperson and the dean concerning the employee's present commitments and future goals in teaching, patient care and research, as well as the

amount of clinical practice income attributable to the employee; provided, however, the chief administrative officer may not approve compensation from clinical practice income where such income was not earned by the employee, except pursuant to the provisions of a plan for the management of clinical practice at a particular school; and provided further that with due consideration to the employee's present commitments and future goals in teaching, patient care and research, total compensation shall not be unreasonably fixed at less than 175 percent of the maximum State salary for an employee's rank when clinical practice income attributable to the employee, or available to the employee pursuant to the provisions of a plan for the management of clinical practice at a particular school, permits total compensation to be fixed at the maximum level referred to above.

(v) Remaining clinical practice income shall remain in a Health Sciences or Medical Center and shall be used for the benefit of the Medical or Dental Schools or a School for the Basic Health Sciences, or departments thereof.

b. Provisions for disbursement of clinical practice income where a strict full-time method of compensation is in effect shall provide for the following in order of priority:

(i) Five percent of the gross clinical practice income from each plan for the management of clinical practice shall be deposited into a fund at the Health Sciences or Medical Center where the income was generated to be administered by the chief

administrative officer, or designee, for the benefit of the Health Sciences or Medical Center.

(ii) The State shall be reimbursed for the costs of clinical practice experienced by it as a consequence of clinical practice by plan members which are regular and customary costs of a practitioner, not a hospital, including but not limited to use of facilities, personnel, supplies and equipment.

(iii) Payment of all other costs of clinical practice determined in accordance with generally accepted accounting methods and allowable to a practitioner as a deductible cost or expense under Federal internal revenue service guidelines.

(iv) Payment of 60 percent of the remaining clinical practice income to the State as an offset for the salary and fringe benefits related thereto provided under the strict full-time method of compensation.

(v) Remaining clinical practice income shall remain in the Health Sciences or Medical Center to be administered by the chief administrative officer for the benefit of the Center.

### § 29.3

A. An executive level State/UUP labor-management committee consisting of a maximum of eight persons shall be established to review and evaluate the joint recommendations and issues referred from each local labor-management committee established pursuant to Section 29.2. Not more than four members of the committee shall be appointed by the State and not more than four shall be appointed by UUP.

B. Where the State and UUP, through the medium of such committee, agree upon a plan for the management of clinical practice for a particular medical or dental school, the State shall advise the Chancellor to implement such plan, where implementation is possible under existing law, or shall prepare and introduce appropriate legislation to permit implementation of such plan.

## **ARTICLE 30**

### **Appointment, Evaluation and Promotion**

#### **§ 30.1 Appointments**

a. Appointments of employees shall be made in accordance with Article XI of the Policies. After three consecutive years of full-time service on the basis of a temporary appointment, a full-time employee whose employment is continued on the basis of a temporary appointment shall be given the reasons for such appointment. The appropriate remedy for failure to receive such reasons shall be to have them provided.

#### **§ 30.2 Evaluation and Promotion**

a. Evaluation and promotion of employees shall be made in accordance with Article XII of the Policies.

b. Subject to provisions of this Agreement, the systems for evaluation and promotion of professional employees shall be as specified in the memoranda of understanding between the University and the Senate Professional Association

(predecessor in interest to UUP) relating to systems of evaluation and promotion of professional employees, dated May 4, 1972; provided, however, that Sections VII and IX of the memorandum of understanding relating to evaluation of professional employees and Section V of the memorandum of understanding relating to promotion of professional employees shall not be continued. Such memoranda of understanding shall be statements of mutual intentions and shall not constitute agreements under Article 14 of the Civil Service Law or for any other purpose.

c. A study committee consisting of four representatives appointed by the State and four representatives appointed by UUP shall be created to make recommendations with respect to evaluation and promotion of professional employees. The recommendations shall be submitted to the State and UUP for review and labor-management discussions.

§ 30.3 The procedural steps of the Policies involving matters of appointment, evaluation or promotion of employees shall be subject to review in accordance with provisions of Article 7, Grievance Procedure.

## **ARTICLE 31**

### **Personnel Files**

#### **§ 31.1**

a. Each College shall maintain, for official University purposes, an official personnel file for

each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee and formal, written evaluation reports prepared in accordance with provisions of Article XII, Title A, § 3 and Article XII, Title C, § 4 of the Policies and such other written evaluations and/or recommendations as may be prepared by an immediate supervisor, Department Chairperson, Dean, Vice-President, or other persons serving in a supervisory capacity in a direct line, as appropriate, in connection with matters of appointment, evaluation, reappointment or promotion. With respect to the latter written evaluations and/or recommendations, those which pertain to reappointment shall be sent to the employee at the time they are prepared. All materials referred to in this Section shall be available to an employee for review and response. In no event shall statements which are both unsolicited and unsigned be placed in the official personnel file.

b. Upon receipt of the "other written evaluations and/or recommendations" referred to in subdivision (a) which pertain to reappointment, an employee who has completed three or more consecutive years of service in a position of academic or qualified academic rank or in a professional title shall, upon written request, be entitled to a meeting with the person who prepared a written evaluation and/or recommendation described in this subdivision to discuss the basis for such written evaluation and/or recommendation. The employee shall not be

entitled to representation during such meeting. No part of the discussion held pursuant to provisions of this subdivision shall be subject to review in the grievance procedure. However, an employee may respond to information obtained during such discussion and may place in the employee's official personnel file or evaluative file any such response which is in writing.

§ 31.2 An employee shall have the right to examine the employee's personnel file during normal business hours. Statements solicited in connection with the employee's appointment, evaluation, reappointment, or promotion, with the exception of the written evaluations or recommendations referred to in Section 31.1 above, shall not be available to that employee.

§ 31.3 A designated member of UUP, having written authorization from the employee concerned, and in the presence of a representative of the University, may examine the official personnel file of the employee, except for the limitation provided above, if the examination relates to a filed grievance, a grievance in preparation, or written notice of discipline served upon the employee by the University.

§ 31.4 Copies of materials in an employee's official personnel file to which the employee is permitted access pursuant to provisions of this Article shall be made available to the employee upon request and at the employee's expense and the employee may file a statement in response to any such item.



§ 31.5 Unless prohibited by law, an employee shall be notified of any request for access to the employee's official file other than related to official University purposes.

§ 31.6

a. Where, in connection with consideration of an academic employee for appointment, reappointment, or promotion, a file of evaluative material is developed by a committee or committees of academic employees which may exist to evaluate and make recommendations with respect to appointment, reappointment, or promotion of an academic employee, and where such file is submitted to the College President for consideration, the academic employee to whom the file pertains shall have the right to examine such file and file a statement in response to any item contained therein; provided, however, statements solicited in connection with the employee's appointment, reappointment, or promotion and any documents which would identify the source of the statements, shall not be available to the employee.

b. Where, in connection with consideration of a professional employee for appointment, reappointment, or promotion, a file of evaluative material is developed by a committee or committees of professional employees which may exist to evaluate and make recommendations with respect to appointment, reappointment, or promotion of a professional employee, and where such file, or the personnel file, or part thereof, if that is the file that is used, is submitted to the College President for

consideration, the professional employee to whom the evaluative or personnel file, or part thereof, pertains shall have the right to examine such file and file a statement in response to any item contained therein; provided, however, statements solicited in connection with the employee's appointment, reappointment, or promotion and any documents which would identify the source of the statements shall not be available to the employee.

c. Examination of the file and response to material contained therein to which the employee has access pursuant to this Section shall take place after the file has been submitted to the College President but prior to the College President's consideration of its content. The College President, or designee, shall notify the employee when the file is available for examination. The employee may then arrange with the College President, or designee, to examine the file.

d. Nothing contained herein shall prevent the College President from taking such action as the College President may deem necessary to meet notice requirements in the event of non-renewal of term appointments.

## **ARTICLE 32**

### **Notice of Non-Renewal**

§ 32.1 Written notice that a term appointment is not to be renewed upon expiration is to be given to the employee by the College President, or designee, not less than:

a. Three months prior to the end of a term expiring at the end of an appointee's first year of uninterrupted service within the University, but not later than March 1 for terms ending in June, July or August;

b. Six months prior to the end of a term expiring after the completion of one, but not more than two years of an appointee's uninterrupted service within the University, but not later than December 15 for terms ending in June, July or August; and

c. Twelve months prior to the expiration of a term after two or more years of uninterrupted service within the University.

## **ARTICLE 33**

### **Job Security Review Procedures**

#### **§ 33.1 Definitions**

a. "Professional staff" shall mean all persons occupying positions designated by the Chancellor as being in the unclassified service.

b. "Initial academic review" shall mean a review and recommendation by a committee of academic employees at the departmental level or, in the event academic employees are not organized along departmental lines, at the division, school, college or other academic employee organizational level next higher than the departmental level, which may exist for the purpose of evaluating an academic employee for continuing appointment.

c. "Subsequent academic review" shall mean a review and recommendation by a committee of academic employees at the division, school, college or other academic employee organizational level next higher than the initial academic review committee which may exist for the purpose of evaluating an academic employee for continuing appointment.

d. "Immediate supervisor" shall mean the person designated by the College President for purposes of evaluating a professional employee pursuant to the Policies of the Board of Trustees.

e. "Working days" shall mean Monday through Friday, excluding holidays.

### § 33.2 Request for Reasons

a. An academic or professional employee, within 10 working days following receipt of written notice that the employee's term appointment will not be renewed upon its expiration, further employment following which expiration would be required by the Policies of the Board of Trustees to be on the basis of continuing or permanent appointment, as the case may be, may submit to the College President, in writing, a request that the employee be apprised of the reasons for the notice of non-renewal.

### § 33.3 Response of College President

a. Within 10 working days following receipt by the College President of the employee's request pursuant to Section 33.2 of this Article, the College

President shall respond thereto in writing. Such response shall be as follows:

1. Academic Employees

A. Where the initial academic review committee has recommended that the employee not be granted continuing appointment, the College President shall indicate that the notice of non-renewal was provided in conformity with the recommendation of such committee and the employee shall receive no further consideration of the non-renewal of the term appointment.

B. Where the initial academic review committee has recommended that the employee be granted continuing appointment and the subsequent academic review committee, if any, has not so recommended, the College President shall indicate the reasons for the notice of non-renewal and the employee shall receive no further consideration of the non-renewal of the term appointment.

C. Where the initial academic review committee has recommended that the employee be granted continuing appointment and a subsequent academic review committee, if any, has recommended that the employee be granted continuing appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

2. Professional Employees

A. Where the employee's immediate supervisor has recommended that the employee not be granted permanent appointment, the College President shall indicate that the notice of non-renewal

was provided in conformity with the recommendation of the appropriate member of the professional staff and the employee shall receive no further consideration of the non-renewal of the term appointment; provided, however, where, throughout the employee's employment, each of the employee's formal, written evaluation reports prepared in accordance with provisions of Article XII, Title C, §4 of the Policies have characterized the employee's performance as "satisfactory" and the employee's immediate supervisor has recommended that the employee not be granted permanent appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

B. Where the employee's immediate supervisor has recommended that the employee be granted permanent appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

#### § 33.4 Procedure for Review

a. Within 10 working days following receipt by an employee of notification, in writing, by the College President of the right to a review of the reasons for non-renewal, such employee may submit to the Chancellor a request, in writing, that the Chancellor, or designee, review the reasons for such notice of non-renewal.

b. Within 10 working days following receipt by the Chancellor of the employee's request for review submitted pursuant to subdivision (a) of this

Section, the Chancellor, or designee, shall acknowledge the employee's request and shall notify both the employee and the College President that a review of the matter shall take place by an *ad hoc* tripartite committee of members of the professional staff at the employee's campus, to be known as the Chancellor's Advisory Committee.

c. Within 10 working days following their receipt of the communication of the Chancellor, or designee, referred to in subdivision (b) of this Section, the College President and the employee each shall designate, in writing, a member of the professional staff of the College to serve on the Chancellor's Advisory Committee. Copies of the respective designations shall be provided to the employee, the College President and the Chancellor as appropriate.

d. Within five working days of their designation, the two members of the Chancellor's Advisory Committee shall designate, in writing, a third member from among a panel of members of the professional staff at the employee's College to be determined in accordance with provisions of Section 33.5 of this Article. Upon designation of the third member, who shall be Chairperson, the Chancellor's Advisory Committee shall be deemed to be fully constituted. Copies of the Chairperson's designation shall be provided to the employee, the College President and the Chancellor. In the event the two members of the Chancellor's Advisory Committee cannot mutually agree upon a Chairperson, selection of the Chairperson shall be ac-

complished by alternately striking names from the College Panel until one name remains. The right of first choice to strike shall be determined by lot.

e. Within five working days following the designation of the Chairperson, the Chancellor's Advisory Committee shall convene to review the reasons upon which the employee was provided written notice that the term appointment would not be renewed upon its expiration. The scope of the review conducted by the Chancellor's Advisory Committee shall not exceed the following:

1. Where the reasons for the notice of non-renewal were the employee's performance or competence, the Chancellor's Advisory Committee may review the substance of the judgments relating to such performance or competence.

2. Where the reasons for the notice of non-renewal involved matters of program, the review conducted by the Chancellor's Advisory Committee shall be limited to the sole question of whether the notice of non-renewal was in fact based upon such considerations when issued. The Chancellor's Advisory Committee shall not be empowered to determine the correctness of determinations of the College President involving matters other than the employee's performance or competence, but shall satisfy itself that the matters of program were the reasons for the decision and shall so state to the Chancellor.

f. The Chancellor's Advisory Committee shall conclude its review within 45 calendar days following the designation of the Chairperson.



Within five working days following conclusion of its review, the Chancellor's Advisory Committee shall forward its recommendations, in writing, to the Chancellor.

g. Following receipt of the Committee's recommendations, the Chancellor, pursuant to the Policies of the Board of Trustees, shall, within 60 calendar days, take such action as may, in the Chancellor's judgment, be appropriate and shall notify, in writing, the employee, the Committee, and the College President.

#### § 33.5 College Panel

a. The Chairperson of any ad hoc tripartite Chancellor's Advisory Committee shall be selected from a panel of members of the professional staff at an employee's College determined by mutual agreement of the College President and UUP Chapter President. Such panel shall consist of an odd number, not less than nine. In the event the College President and the UUP Chapter President do not agree upon a panel within 90 days from the execution of this Agreement, selection of the panel shall be completed by the University Vice-Chancellor for Faculty and Staff Relations and the UUP President.

§ 33.6 The provisions of this Article shall not be deemed to create any manner of legal right, interest, or expectancy in any appointment to continuing appointment or permanent appointment. Pursuant to the Policies of the Board of Trustees, a term appointment shall automatically expire at the end of its specified period.

§ 33.7 Neither provisions of this Article nor any review conducted pursuant thereto, shall be subject to the provisions of Article 7, Grievance Procedure, of this Agreement. Issues involving the timeliness of actions under this Article shall be referred by UUP, in writing, by certified mail, to the Governor's Office of Employee Relations for resolution. UUP shall be advised of the resolution within 15 calendar days from the date the issues of timeliness were received by the Governor's Office of Employee Relations.

## ARTICLE 34

### Transfer Rights

§ 34.1 Employees who desire to transfer to vacancies at other Colleges within the University shall be given consideration for such vacancies.

#### § 34.2

a. The University will provide UUP with copies of vacancy announcements pertaining to academic and professional positions as such announcements are received from the Colleges in the University.

b. Each College will provide the local UUP with copies of vacancy announcements pertaining to academic and professional positions at the College as such announcements are prepared. Each College will also develop and maintain procedures for publicizing vacancy announcements pertaining to its positions, as well as vacancy announcements

which it receives from other Colleges within the University.

§ 34.3 No employee shall be transferred to another College within the University without the employee's consent.

§ 34.4 No employee shall, because of transfer, lose rights as defined by this Agreement.

## **ARTICLE 35**

### **Retrenchment**

§ 35.1 Retrenchment shall be defined as the termination of the employment of any academic or professional employee during any appointment, other than a temporary appointment which may be terminated at any time, as a result of financial exigency, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs or functions or curtailment of one or more programs or functions University-wide or at such level of organization of the University as a College, department, unit, program or such other level of organization of the University as the Chancellor, or designee, deems appropriate.

#### § 35.2

a. Consistent with the operating needs of the level of organization of the University deemed appropriate for retrenchment, the Chancellor, or designee, after such consultation as may, in the Chancellor's judgment, be appropriate, shall apply

retrenchment among employees holding the positions subject to retrenchment at such level of organization in inverse order of appointment within each affected group of employees hereinafter referred to, as follows:

1. Part-time employees holding term appointments before full-time employees holding term appointments.

2. Full-time academic employees holding term appointments before academic employees holding continuing appointments.

3. Part-time academic employees holding continuing appointments before full-time academic employees holding continuing appointments.

4. Full-time professional employees holding term appointments before professional employees holding permanent appointments.

5. Part-time professional employees holding permanent appointments before full-time professional employees holding permanent appointments.

- b. For purposes of determining order of appointment of employees, prior service on the basis of a temporary appointment, without interruption of employment, shall be counted.

- c.

1. In the case of a potential retrenchment of an academic employee serving in a position at a level of organization below the level of an academic department or its equivalent (hereinafter "academic department") who has seniority in the academic department (as determined by application of Section 35.2 (a) and (b) to the academic depart-

ment), the following procedure is to be followed: The Chancellor, or designee, shall give consideration to the retention of such employee in such academic department; such consideration to consist of the judgment of the Chancellor, or designee, with respect to the ability of such employee to perform the required professional obligation of a position remaining in the academic department after retrenchment.

2. In the case of a potential retrenchment of an academic or professional employee serving in a position at a level of organization below the level of a professional program, unit or equivalent (hereinafter "professional program") who has seniority in the professional program (as determined by application of Section 35.2 (a) and (b) to the professional program), the following procedure is to be followed: The Chancellor, or designee, shall give consideration to the retention of such employee in such professional program; such consideration to consist of the judgment of the Chancellor, or designee, with respect to the ability of such employee to perform the required professional obligation of a position remaining in the professional program after retrenchment.

3. In the case of a potential retrenchment of an academic employee serving in a position which is not part of an academic department or professional program the following procedure is to be followed: (i) the seniority of the employee is to be determined by application of Section 35.2 (a) and (b) to other academic employees at the College

serving in positions which are not part of an academic department or professional program and which remain after retrenchment; (ii) in the event the employee subject to retrenchment has seniority as determined in (i) above, the Chancellor, or designee, shall give consideration to the retention of such employee in a position described in (i) above; such consideration to consist of the judgment of the Chancellor, or designee, with respect to the ability of such employee to perform the required professional obligation of said position.

4. In the case of a potential retrenchment of a professional employee serving in a position which is not part of a professional program the following procedure is to be followed: (i) the seniority of the employee is to be determined by application of Section 35.2 (a) and (b) to other professional employees at the College serving in positions which are not part of a professional program and which remain after retrenchment, who hold the same professional title as the employee subject to retrenchment or who hold a lower level professional title in a direct promotion line; (ii) in the event the employee subject to retrenchment has seniority as determined in (i) above, the Chancellor, or designee, shall give consideration to the retention of such employee in a position described in (i) above; such consideration to consist of the judgment of the Chancellor, or designee, with respect to the ability of such employee to perform the required professional obligation of said position.

5. With due regard for the operating needs of the academic department, or the professional pro-

gram, or the College with respect to positions not part of an academic department or professional program, the criteria for consideration for retention pursuant to this paragraph (c), as appropriate, may include but shall not be limited to demonstrated: mastery of subject matter, teaching experience, professional experience, research, and University service.

6. If the Chancellor, or designee, pursuant to the provisions of this paragraph (c), makes a determination in favor of the retention of an employee having seniority, the following procedure shall apply: (i) where practical, the most junior employee performing a professional obligation which, in the judgment of the Chancellor, or designee, an employee having seniority has the ability to perform shall be subject to retrenchment; (ii) the Chancellor, or designee, shall give consideration for retention, pursuant to provisions of this paragraph (c), to employees subject to retrenchment under (i) above.

7. A professional employee retained in a professional title through operation of this paragraph (c) shall: (i) retain permanent appointment held at the time of retention; (ii) continue to receive the basic annual salary at the time of retention if that salary is at or below the normal maximum of the professional rank of the professional title in which the employee is retained, otherwise the basic annual salary shall be the normal maximum of the professional rank of the professional title in which the employee has been retained.

8. Review in the grievance procedure of the provisions of this paragraph (c) shall be limited to

the procedural issue of whether consideration for retention was given. Such issue may be processed through Step 3 only.

### § 35.3

a. The State will notify, in writing, the persons affected by retrenchment as soon as practicable recognizing that, where circumstances permit, it is desirable to provide the following notice of termination:

1. For those holding a term appointment, at least one semester.

2. For those holding a continuing or permanent appointment, at least two semesters.

b. Notice of termination shall be sent by certified mail and shall contain a statement of the reasons for retrenchment. If notice of termination is less than the notice provided for in subdivision (a), the reasons for the shorter notice shall also be provided. A copy of the notice shall be sent to the local UUP Chapter President.

c. Following the decision respecting the level of organization of the University appropriate for retrenchment, the Chancellor, or designee, shall inform, in writing, the local UUP Chapter President at a College affected by retrenchment of the level of organization at which retrenchment at such College will occur and the reason for such retrenchment.

### § 35.4

a. Prior to the effective date of retrenchment and for a period of six months following the effec-



tive date of retrenchment, the University shall give special consideration for placement within the University to an employee who has been notified that the employee's services will be terminated as a result of retrenchment, or whose services have been terminated as a result of retrenchment, provided that a suitable position for which the employee is qualified is available.

b. The procedure for University-wide special consideration shall be as follows:

1. The University, through its Assistant Vice Chancellor of Academic Personnel, will send copies of vacancy announcements received from the Colleges in the University to each employee who is entitled to special consideration as provided in this Section.

2. An employee entitled to special consideration shall have the right to apply for any position described in a vacancy announcement for which the employee believes himself/herself to be qualified.

3. Applications submitted by employees entitled to special consideration will be acted upon before applications submitted by other persons. To obtain such action, an employee must specify in the application that the application is being submitted in accordance with the special consideration procedure.

4. Qualified rank shall be used for academic employee appointments effected under this Section only in those cases where an employee had been serving on the basis of continuing appointment in a position at a College different from the position to

which the employee is appointed at that College under this Section, or where, due to an employee's length of service at a College, consideration for continuing appointment at that College would be required in less than two full academic years from the date of appointment under this Section.

### § 35.5

a. Following the expiration of University-wide special consideration rights provided for in Section 35.4, an employee shall be entitled to an additional 18 months of special consideration for placement within the College at which the employee was employed at the time of retrenchment, provided that a suitable position for which the employee is qualified is available.

b. The procedure for College-wide special consideration shall be as follows:

1. The College President, or designee, will send copies of vacancy announcements pertaining to positions at the College to each employee who is entitled to special consideration as provided in this Section.

2. An employee entitled to special consideration shall have the right to apply for any position described in a vacancy announcement for which the employee believes himself/herself to be qualified.

3. Applications submitted by employees entitled to special consideration will be acted upon before applications submitted by other persons. To obtain such action, an employee must specify in the application that the application is being submit-

ted in accordance with the special consideration procedure.

4. Qualified rank shall be used for academic employee appointments effected under this Section only in those cases where an employee had been serving on the basis of continuing appointment in a position at a College different from the position to which the employee is appointed at that College under this Section, or where, due to an employee's length of service at a College, consideration for continuing appointment at that College would be required in less than two full academic years from the date of appointment under this Section.

#### § 35.6

a. For a period of two years following re-trenchment, an employee removed as a result of retrenchment shall be offered reemployment in the same position at the College at which the employee was employed at the time of retrenchment should an opportunity for such reemployment arise. The term "same position" shall mean a position at the College equivalent in its content, duties, responsibilities, requirements and obligations to that held by the employee at the time of retrenchment. To facilitate communication concerning reemployment, it shall be the employee's responsibility to ensure that the College's records reflect the employee's current address. Offers of reemployment pursuant to this Section shall be made in inverse order of retrenchment. Any such offer of reemployment must be accepted within 15 working days after the date of the offer, such acceptance to take

effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration pursuant to this Section. In the event such offer of reemployment is accepted, the employee, upon commencement of such reemployment, shall receive the following benefits to the extent permitted by applicable law, rule or regulation:

1. Seniority for purposes of retrenchment. The employee shall receive the same seniority for purposes of retrenchment as held on the date of termination by reason of retrenchment.

2. Appointments. An academic employee who held a continuing appointment on the date of termination by reason of retrenchment shall resume continuing appointment. A professional employee who held a permanent appointment on the date of termination by reason of retrenchment shall resume permanent appointment.

3. Prior service credit. An employee who held a term appointment on the date of termination by reason of retrenchment shall be granted a new term appointment and shall be credited with all prior continuous service in the University up to a maximum of four years for purposes of eligibility for permanent or continuing appointment.

4. Sick Leave. An employee shall be credited with the sick leave accruals which the employee had on the date of termination by reason of retrenchment.

b. On a quarterly basis, the University will provide UUP with a list of employees to whom the provisions of this Section apply. UUP shall be provided with a copy of any offers of reemployment made pursuant to provisions of this Section.

§ 35.7 Employees whose services are terminated as a result of retrenchment shall continue to be covered by the State Health Insurance Plan for a period not to exceed one year as provided in 3 NYCRR 73.2(a)(3)(ii).

#### § 35.8

a. The State agrees to recommend the appropriation by the Legislature of \$200,000 for each year of this Agreement for the purpose of retraining employees whose services have been terminated due to retrenchment or who have been notified that their services will be terminated due to retrenchment. The unexpended portion of any year's appropriation shall be carried over into the succeeding year and added to the appropriation for the succeeding year.

b. A labor-management committee consisting of four representatives appointed by the State and four representatives appointed by UUP shall be created to develop procedures for administering the funds provided for in this Section. Such procedures shall be developed within 90 days following execution of the Agreement and submitted to the State and UUP for review and approval. Upon their approval, the procedures shall be promulgated to employees. Employees appointed to the labor-management committee by UUP shall be eligible

for travel allowances as provided in Article 22 of the Agreement.

## ARTICLE 36

### Experimental Tuition Assistance Program

§ 36.1 The State, in consultation with UUP, agrees to develop and implement an experimental program of tuition assistance using a "space available" concept. When space is available, employees may enroll in a course on a tuition-free basis subject to the following requirements:

a. The University determines when space is available, recognizing that such determination must be made in sufficient time to permit enrollment by employees.

b. Employees must meet course prerequisites.

c. All fees other than tuition shall be paid by employees.

d. Employees may enroll in a maximum of one course per semester and special session, for example, summer session and intersession.

e. Minimum enrollment requirements established by the University as a necessary condition for offering a course shall not be affected by students interested in enrolling in a course on a space available basis.

f. The experimental program shall take effect beginning with the 1980 Spring semester and shall operate on an experimental basis for the duration of the Agreement.

## **ARTICLE 37**

### **Supplemental Retirement Annuity Program**

§ 37.1 The TIAA-CREF supplemental retirement annuity program which is currently available to State University managerial employees shall be made available to employees in the Professional Services Negotiating Unit.

## **ARTICLE 38**

### **Parking**

§ 38.1 The status quo with respect to parking fees shall be continued subject to the results of reopened negotiations as provided for in Section 38.3 of this Article.

§ 38.2 UUP recognizes that the State may modify existing parking facilities for purposes including, but not limited to, construction of new buildings, roadways or other improvements. In the event that existing parking is impacted by such modifications, the State and UUP shall meet to consider alternatives for such parking. Such consideration shall include the issues of transportation to and from parking areas and parking for the handicapped.

§ 38.3 During the term of this Agreement the State shall have the right to reopen negotiations on demand with respect to the total issue of parking.

## **ARTICLE 39**

### **Savings Clause**

§ 39.1 In the event that any article, section or portion of this Agreement is found to be invalid or unenforceable by a final decision of a tribunal of competent jurisdiction or shall be in conflict with a national policy of wages and prices or shall have the effect of a loss to the State of funds or property or services made available through Federal law then such specific article, section or portion specified in such decision or which is in such conflict or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. In such an event either party shall have the right to immediately reopen negotiations with respect to the article, section or portion of this Agreement involved. The parties agree to use their best efforts to avoid any situation which might threaten such loss, and to contest any action which might result in such a loss to the State.

## **ARTICLE 40**

### **Management Rights**

§ 40.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the State are retained by it.



## **ARTICLE 41**

### **Conclusion of Collective Negotiations**

§ 41.1 This Agreement is the entire agreement between the State and UUP, terminates all prior agreements and understandings and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. Where reopened negotiations are provided for, the subject of such reopened negotiations shall be solely limited to the subjects specified and all other provisions of this Agreement shall remain in full force and effect during the course of such reopened negotiations.

## **ARTICLE 42**

### **LEGISLATIVE ACTION**

§ 42.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## ARTICLE 43

### Duration

§ 43.1 This Agreement shall be effective on the date it is signed by the parties, but not earlier than July 1, 1979, and shall continue through June 30, 1982.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on July 17, 1979.

### NEW YORK STATE GOVERNOR'S OFFICE OF EMPLOYEE RELATIONS

Meyer S. Frucher  
Director  
James B. Northrop  
Deputy Director  
Leonard R. Kershaw  
Assistant Director  
and Chief Negotiator

### Negotiating Team

John Cummings  
Rodney DeKay  
Nancy Hodes  
Michael Kimberly  
Carolyn Lemmon  
Thomas Peterson  
Ronald Stein  
Joyce Villa

UNITED UNIVERSITY  
PROFESSIONS, INC.

Samuel J. Wakshull

President

Harvey Inventasch

Chairperson, Negotiating Team

Evelyn L. Hartman

UUP Executive Director

and Chief Negotiator (NYSUT)

**Negotiating Team**

Edward Alfonsin

Jay Bloom

James Cretekos

Henry DiStefano

Ann Egan

Norman Greenfeld

Nathaniel Quattlebaum

Josephine Wise

## APPENDIX A-1

July 17, 1979

Mr. Samuel J. Wakshull, President  
United University Professions, Inc.  
One Park Place  
Albany, New York 12205

Dear Mr. Wakshull:

In response to your inquiry, this will confirm that the Policies of the State University Board of Trustees are contained in the Official Compilation of Codes, Rules and Regulations of the State of New York.

Sincerely,

s/ Meyer S. Frucher

## APPENDIX A-2

July 17, 1979

Mr. Samuel J. Wakshull, President  
United University Professions, Inc.  
One Park Place  
Albany, New York 12205

Dear Mr. Wakshull:

This will confirm our mutual understanding that State University internal review procedures currently in effect or as may be established shall be available to employees for review of alleged illegal discrimination under Article 10.1 of the 1979-82 collective agreement, and that use of such internal review procedures shall not deny an employee access to State and Federal procedures which exist for the purpose of reviewing claims of alleged illegal discrimination.

Please sign the enclosed copy of this letter and return it to me for my records.

Sincerely,

s/ Meyer S. Frucher

s/ Samuel J. Wakshull, President  
United University Professions, Inc.

## APPENDIX A-3

July 17, 1979

Mr. Samuel J. Wakshull, President  
United University Professions, Inc.  
One Park Place  
Albany, New York 12205

Dear Mr. Wakshull:

This will confirm that the intent of Section 17.2 of the 1979-82 collective agreement is to insure that a College has each employee's current address and telephone number for purposes of communicating with the employee in connection with official College, University or State purposes. It is not our intent to make such information public, without an employee's consent, either by printing it in directories or by any other means.

Please sign the enclosed copy of this letter and return it to me for my records.

Sincerely,

s/ Meyer S. Frucher

s/ Samuel J. Wakshull, President  
United University Professions, Inc.

## APPENDIX A-4

July 17, 1979

Mr. Samuel J. Wakshull, President  
United University Professions, Inc.  
One Park Place  
Albany, New York 12205

Dear Mr. Wakshull:

This will confirm that in the negotiations for the 1979-82 collective agreement on the subject of parking the State made the commitment that, subject to the results of reopened negotiations, existing free employee parking would not be converted to paid employee parking in the future.

In addition, both parties recognized that certain modifications to parking areas were currently in progress at several State University institutions and that neither the new collective agreement nor the State's commitment respecting parking described in this letter would affect those modifications.

The parties recognized further, however, that to the extent modifications in progress impacted current parking UUP would have the right to meet with representatives of the State to discuss alternatives to limit that impact, and that such issues as transportation and parking for the handicapped would be appropriate for such discussions.

Please sign the enclosed copy of this letter and return it to me for my records.

Sincerely,

s/ Meyer S. Frucher

s/ Samuel J. Wakshull, President  
United University Professions, Inc.

### **APPENDIX A-5**

July 17, 1979

Mr. Samuel J. Wakshull, President  
United University Professions, Inc.  
One Park Place  
Albany, New York 12205

Dear Mr. Wakshull:

The State agrees to continue, for the duration of the 1979-82 Agreement between the State and UUP, its established policy relating to waiver of tuition for employees of State University.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/ Meyer S. Frucher

s/ Samuel J. Wakshull, President  
United University Professions, Inc.



## APPENDIX A-6

July 17, 1979

Mr. Samuel J. Wakshull, President  
United University Professions, Inc.  
One Park Place  
Albany, New York 12205

Dear Mr. Wakshull:

This will confirm that the sole obligation arising from the term "consultation" as defined in Article XI, Title A of the Policies of the State University Trustees shall be consideration by a College President of recommendations of academic or professional employees, including the committees, if any, of the appropriate academic department or professional area, and other appropriate sources submitted to him in connection with appointment or reappointment of a specific employee.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/ Meyer S. Frucher

s/ Samuel J. Wakshull, President  
United University Professions, Inc.

## APPENDIX A-7

July 17, 1979

Mr. Samuel J. Wakshull, President  
United University Professions, Inc.  
One Park Place  
Albany, New York 12205

Dear Mr. Wakshull:

With respect to discretionary increases which are provided for in the 1979-82 Agreement, this will confirm that upon the request of a departmental or professional area committee established for the purpose of making recommendations to a College President concerning discretionary salary increases, the College President, or his designee (who shall be a managerial/confidential employee), shall meet with the committee to discuss the criteria upon which the College President based his recommendations to the Chancellor for discretionary increases.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/ Meyer S. Frucher

s/ Samuel J. Wakshull, President  
United University Professions, Inc.

## APPENDIX A-8

July 17, 1979

Mr. Samuel J. Wakshull, President  
United University Professions, Inc.  
One Park Place  
Albany, New York 12205

Dear Mr. Wakshull:

This will confirm that under provisions of Article 35.2 of the 1979-82 Agreement temporary employees holding positions at a level of organization at which retrenchment will occur will be terminated before application of retrenchment to other employees at such level of organization.

Please sign the enclosed copy of this letter and return it to me for my records.

Sincerely,

s/ Meyer S. Frucher

s/ Samuel J. Wakshull, President  
United University Professions, Inc.

## APPENDIX A-9

July 17, 1979

Mr. Samuel J. Wakshull, President  
United University Professions, Inc.  
One Park Place  
Albany, New York 12205

Dear Mr. Wakshull:

This will confirm our mutual understanding that UUP representatives not employed at a College must give notice to a College President in connection with access under provisions of Article 24 of the 1979-82 collective agreement.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/ Meyer S. Frucher

s/ Samuel J. Wakshull, President  
United University Professions, Inc.







