

STATE UNIVERSITY
GRADUATE STUDENT NEGOTIATING UNIT
AGREEMENT

Agreement made by and between the Executive Branch of the State of New York ("State") and the Communications Workers of America ("CWA")/Graduate Student Employees Union ("GSEU"), Local 1188.

ARTICLE 1
RECOGNITION

The State, pursuant to the Certification of Representative and Order to Negotiate issued on December 30, 1992, by the Public Employment Relations Board (Case C-2894), recognizes GSEU 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 Graduate Student Negotiating Unit.

The unit shall be comprised of graduate students holding State-funded positions as graduate assistants or teaching assistants.

The terms "employee" or "employees" as used in this Agreement shall mean only employees serving in positions in such unit.

ARTICLE 2
MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, powers and responsibilities possessed by the State are retained by the State, including but not limited to:

1. The right to determine the mission, purposes, objectives and policies of the State;

2. The right to determine the facilities, methods, means and number of personnel required for the conduct of the State's programs;
3. The right to recruit, select, appoint, evaluate, train and reappoint employees;
4. The right to assign, reassign or transfer employees;
5. The right to establish workdays and workweeks, and to change or amend those workdays and workweeks, and to assign or reassign employees to those workdays and workweeks;
6. The right to determine the length of the work year;
7. The right to direct, deploy and utilize the work force;
8. The right to establish qualifications for positions;
9. The right to retrench, discipline or discharge employees;
10. The right to determine the control and use of State buildings, property, materials and equipment;
11. The right to determine admission standards and procedures, course offerings, course content, degree programs and degree requirements;
12. The right to determine academic standards, policies and procedures; and
13. The right to schedule class hours and establish or modify class schedules.

ARTICLE 3
NO STRIKES

Consistent with State Law, GSEU shall not engage in a strike, nor cause, instigate, encourage, or condone a strike.

GSEU shall exert its best efforts to prevent and terminate any strike by members of the negotiating unit.

Nothing contained in this Agreement shall be construed to limit the rights, remedies, or duties of the State or the rights, remedies, or duties of GSEU or employees under State Law.

ARTICLE 4
NO DISCRIMINATION

4.1 GSEU agrees to continue its established policy of admitting all employees to membership and to represent all employees without regard to race, ethnicity, creed, color, national origin, native language or dialect, sex, age, disability, marital status or sexual orientation. At the election of the employee, claims of discrimination under this Section shall be subject to review only in accordance with State and Federal procedures established for such purpose.

4.2 The State agrees to continue its established policy prohibiting discrimination in employment on the basis of sexual orientation and all forms of illegal discrimination with regard to race, creed, color, national origin, sex, age, disability or marital status. The SUNY "Internal Grievance Discrimination Procedure" for review of allegations of discrimination under this Section shall continue to be available to employees in the State University Graduate Student Negotiating Unit. Employees availing themselves of this SUNY grievance procedure for review of allegations of discrimination may, at the employee's request, elect to be represented by GSEU. Use of that procedure shall not deny an employee access to State and Federal procedures which exist for the purpose of reviewing alleged illegal discrimination in employment.

4.3 The Public Employees' Fair Employment Act prohibits discrimination based on the proper exercise by an employee of the rights guaranteed by the Act. Claims of discrimination based upon the proper exercise of such rights shall be subject to review only in accordance with the provisions of the Public Employees' Fair Employment Act and shall not be subject to review under the "SUNY Internal Grievance Discrimination Procedure" or the Grievance Procedure contained in Article 16 of this Agreement.

ARTICLE 5
COMPENSATION

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.

5.1 General Salary Increase for the July 1, 1993 - June 30, 1994 Agreement Year

Effective on March 1, 1994 the stipend of incumbents of positions in the State University Graduate Student Negotiating Unit as of February 28, 1994, shall be increased by four percent.

5.2 General Salary Increase for the July 1, 1994 - July 1, 1995 Agreement Year.

Effective on March 1, 1995 the stipend of incumbents of positions in the State University Graduate Student Negotiating Unit as of February 28, 1995, shall be increased by four percent.

5.3 For the term of this Agreement, the minimum stipend shall be \$5000 annually for employees on full assistantships at University Center campuses.

5.4 Nothing contained herein shall prevent the State University, in its discretion, from granting further upward stipend adjustments to individual employees.

ARTICLE 6
HEALTH INSURANCE

SUNY Sponsored Graduate Student Employee Health Insurance Plan

6.1

a. Effective August 15, 1994, or as soon as practical

thereafter, the State will establish a program of managed care for hospital, medical, prescription drugs, dental and vision services through a managed care network of providers and facilities. Through a competitive Request for Proposal (RFP) process, a vendor will be selected to administer the SUNY Sponsored Graduate Student Employee Health Insurance Plan (SEHP).

b. The program will consist of two components, network and non-network care. The selected vendor will create and maintain the network and will provide other administrative services as described in the RFP.

c. For services to be covered whether in the network or outside the network they must be medically necessary (unless specifically defined as a covered routine exam or screening service) and cannot be experimental or investigational as determined by the successful vendor.

d. All network and non-network, non-emergency inpatient stays must be pre-certified, as well as certain elective outpatient procedures as designated by the successful vendor, or by an entity designated by the successful vendor. In the event of a medical emergency requiring an inpatient admission, the covered individual, or someone acting on the individual's behalf, must contact the plan within 48 hours of the admission. Failure to obtain pre-certification of any designated inpatient or outpatient procedure will result in a reimbursement of 50% of allowable expenses after the applicable deductible, if any.

e. The plan will utilize a gatekeeper. For eligible employees, the gatekeeper will be the Student Health Center. An alternate provider or entity may be designated by the successful vendor when the Student Health Center is closed for a substantial period of time or otherwise unavailable to provide the service. For eligible dependents, the gatekeeper will be a primary care physician or an alternate provider or entity as designated by the successful vendor. The gatekeeper will provide the covered individual with a hardcopy referral, or other form of referral as decided by the successful vendor, for network specialty care or for other network services the covered individual may require.

If

an individual fails to use the gatekeeper, the services received will be considered non-network and will be subject to the non-network outpatient deductible and coinsurance.

6.2 Network Benefits

a. Inpatient hospital semi-private room and board, services and supplies will be reimbursed at 80% of allowable expenses after a \$200 deductible per admission. Doctor's in-hospital consultations, radiologist's fees, anesthesiologist's fees, surgeon's fees and assistant surgeon's fees (in a hospital where an intern resident or a house staff member is not available) will be covered in full.

b. Emergency services will be covered in full. Emergency is defined as the sudden unexpected onset of a medical condition or injury so severe that failure to receive medical attention could reasonably be expected to place the covered individual's life in jeopardy or cause serious impairment to the covered individual's bodily functions.

c. Up to 10 doctor's office visits per covered individual, per health insurance contract year will be provided for the treatment of illness or injury and for designated screening services subject to a \$5.00 per visit copayment. Outpatient x-ray, lab and pathology services provided during an office visit will be covered in full. Visits by the employee to the Student Health Center will not count toward the 10 visit limit and will not be subject to a copayment.

d. Outpatient x-ray, lab and pathology screening services provided on a different date from a doctor's office visit or in a different location, other than the Student Health Center, will be subject to a \$5.00 copayment.

e. Outpatient hospital facility services will be subject to a \$5.00 copayment.

f. Coverage for cervical cytology screening once each health insurance contract year will be provided subject to the doctor's office limit of 10 visits and a \$5.00 copayment. Services for the examination of the Pap smear on a different date or at a different location than the office visit will result in a separate \$5 copayment.

g. Coverage will be provided for mammographies subject to the doctor's office visit limit of 10 visits and a \$5.00 copayment as described below:

1. a physician may order a mammography at any time when a medical condition is suspected or known to exist;

2. at the recommendation of a physician, a mammography will be provided for a covered person at any age having a prior history of breast cancer or whose mother or sister has a prior history of breast cancer;
3. a single baseline mammography for covered persons 35 through 39 years of age;
4. a mammography every two years for covered persons 40 through 49 years of age or more frequently upon the recommendation of a physician;
5. an annual mammography for covered persons 50 years of age or older.

The reading of the mammography on a different date or at a different location will result in a separate \$5 copayment.

- h. Maternity care (pre and post-natal) will be subject to a \$5.00 office visit copayment but the 10 visit limit for doctor's office visits will not apply to maternity care.
- i. Short-term outpatient physical therapy will be subject to a \$5.00 copayment per visit. The number of visits will be pre-certified by the successful vendor or an entity designated by the successful vendor. These visits will not count toward the 10 visit limit.
- j. Hemodialysis, chemotherapy and radiation therapy will be covered in full. Visits for these services will not count toward the 10 visit limit.
- k. Hospice coverage will be covered in full up to a 210 day maximum.
- l. Inpatient mental health services will be reimbursed at 80% of allowable expenses after a \$200 deductible per admission for a maximum of 30 days per covered individual per health insurance contract year.
- m. Outpatient mental health visits will be reimbursed at \$25 per visit for a maximum of 30 visits per covered individual, per health insurance contract year.
- n. Inpatient alcohol and substance abuse detoxification will be

reimbursed at 80% of allowable expenses for a maximum of 7 days per covered individual, per health insurance contract year.

o. Outpatient alcohol and substance abuse treatment will be covered in full subject to a \$5 copayment with no limit on the number of visits per health insurance contract year. When multiple visits per week are pre-certified, the covered individual will not be required to pay more than two \$5 copayments per week.

p. Certain outpatient services will require pre-certification. These services include: certain elective outpatient procedures as determined by the successful vendor; mental health; alcohol and substance abuse; physical therapy; hospice care; home health care and non-emergency ambulance services.

q. Medically necessary ambulance services will be reimbursed at 100% of allowable expenses up to a maximum of \$250 per covered individual, per health insurance contract year.

r. Coverage will be provided for prescription drugs subject to a \$3.00 copayment per script at the Student Health Center. A \$6.00 copayment per script will apply at a participating pharmacy for a generic drug or a single-source brand-name drug. If the covered individual purchases a brand-name drug when a generic equivalent is available, the covered individual must pay the \$6.00 copayment plus the difference between the cost of the generic and the brand-name drug. The maximum prescription drug benefit will be \$600 per person, per health insurance contract year. No coverage is available for contraceptives even if prescribed for purposes other than birth control.

s. Routine eye care refraction will be provided to each covered individual once in every two health insurance contract years. The successful vendor will establish the copayment, if any, for the routine eye care refraction and will, to the extent possible, establish a network of providers through which covered individuals will receive a discount on the purchase of lenses, frames and contact lenses.

t. Dental examinations including cleaning and bitewing x-rays will be available to covered individuals twice in each health insurance contract year. The successful vendor will establish the copayment for these exams and will, to the extent possible, establish a network of preferred providers to provide these services along with a discount on all other dental procedures.

6.3 Non-Network Benefits

a. Non-network benefits will be provided when:

1. covered individuals do not use their designated gatekeeper and the procedures established for use of the gatekeeper when seeking outpatient care, or
2. elect not to use a network provider, or
3. a network provider is not available to provide the service.

b. Inpatient hospital semi-private room and board, services and supplies will be reimbursed at 80% of allowable expenses after a \$200 deductible per admission.

c. Fees for inpatient doctor's visits, radiologist's fees, anesthesiologists, surgeons or assistant surgeons (in a hospital where an intern resident or a house staff member is not available) during an inpatient confinement will be reimbursed at 80% of allowable expenses after the \$200 deductible per admission.

d. Emergency services will be covered in full as defined in 6.2b.

e. The following outpatient services will be reimbursed at 80% of allowable expenses after a \$100 per person outpatient deductible, per health insurance contract year:

1. doctor's office visits for the treatment of illness or injury subject to a limit of 10 visits per covered individual, per health insurance contract year,
2. hospital outpatient facility charges,
3. outpatient surgeon's, anesthesiologist's and radiologist's charges, x-ray lab and pathology services,
4. outpatient specialty care,
5. maternity care except that the 10 visit limit for doctor's office (pre and post-natal) visits will not apply,
6. annual cytology screening,

7. mammography screening subject to the guidelines for coverage as outlined in 6.2g.,

8. short term physical therapy,

9. chemotherapy, hemodialysis and radiation therapy.

f. Certain outpatient services will require pre-certification. These services include: elective outpatient services as defined by the successful vendor, mental health, alcohol and substance abuse services, physical therapy, hospice care, home health care and non-emergency ambulance services.

g. If a covered individual purchases prescription drugs from a non-network pharmacy, the covered individual must remit payment to the pharmacy and submit for reimbursement to the successful vendor. If the covered individual purchases a generic or single source brand-name drug, the Plan will reimburse the individual less a \$6.00 copayment. If the covered individual purchases a brand-name when a generic equivalent is available, the Plan will reimburse the individual the cost of the generic drug less a \$6.00 copayment. The maximum prescription drug benefit will be \$600 per covered individual, per health insurance contract year. No coverage is available for contraceptives even if prescribed for purposes other than birth control.

h. Inpatient mental health stays will be reimbursed at 80% of allowable expenses after a \$200 deductible per admission for a maximum of 30 days per covered individual, per health insurance contract year.

i. Outpatient mental health visits will be reimbursed at \$25 per visit to a maximum of 30 visits per covered individual, per health insurance contract year.

j. Inpatient alcohol and substance abuse detoxification will be reimbursed for a maximum of 7 days at 80% of allowable expenses after a \$200 deductible per admission.

k. Outpatient alcohol and substance abuse visits will be reimbursed in an amount equal to the network allowance minus a \$5.00 copayment to a maximum of 60 visits per health insurance contract year.

l. Hospice care will be reimbursed at 100% of allowable expenses up to 210 days per health insurance contract year.

m. Medically necessary ambulance services will be reimbursed at 100% of allowable expenses up to \$250 per covered individual, per health insurance contract year.

n. The successful vendor will undertake to establish a network of participating dental and optical providers. In geographic areas where this is not possible, coverage will not be available for these services.

6.4 SEHP Maximum Benefits

a. The maximum plan benefit for covered employees for the diagnosis and treatment of intercollegiate sports injuries will be \$500 per covered employee, per health insurance contract year.

b. The maximum plan benefit per covered individual for network and non-network covered services combined will be \$25,000 per health insurance contract year.

6.5 Eligibility

a. Effective August 15, 1994, employees eligible for an employer contribution under the SEHP will be those who work at least one-half an assistantship AND are employed at a stipend that would yield a total compensation of \$3,500 or more between August 15, 1994 and August 14, 1995.

b. Employees who work at least one-half an assistantship but are hired mid-year will be eligible if they earn a stipend that would yield a total compensation of \$3,500 or more when annualized over the period August 15, 1994 to August 14, 1995.

c. The stipend required to meet the eligibility requirement will increase August 15, 1995 to reflect the negotiated March 1, 1995 general salary increase.

d. The dependents of an eligible employee are also eligible. An eligible dependent is a spouse or a unmarried child under the age of 19. Child means a natural child, legally adopted child including a child in the waiting period prior to finalization of adoption and a dependent stepchild. Other children who reside with the employee and who are chiefly dependent on the employee under the IRS Code of the U.S. are also eligible.

e. Eligible employees who are employed in the spring semester

and are expected to return in the subsequent fall semester, will be eligible for an employer contribution during the intervening summer. The employee's department must verify that the employee is expected to return.

f. Arrangements will be made to collect the employee portion of the health insurance contribution for the summer from the eligible employee prior to the end of the spring semester.

6.6

a. SUNY J1 Visa holders must enroll for coverage under the State University of New York Medical Insurance Program for International Students and Scholars subject to the coverage requirements of federal regulations. The State University of New York may waive this requirement to enroll if the J1 Visa holder provides proof of other coverage that, in the State University's judgement, meets or exceeds the federal requirements.

b. SUNY F1 Visa holders who meet the eligibility requirement for an employer contribution must enroll in the SEHP. The State University may waive this requirement to enroll if the F1 Visa holder can show proof of other coverage that, in the State University's judgement, meets or exceeds the coverage provided by the SEHP.

c. Domestic students may enroll in the SEHP if they meet the eligibility requirements for an employer contribution.

6.7 Enrollment

a. The State University will designate an open enrollment period of 30 days each academic year.

b. An eligible employee and eligible dependents of the employee must enroll during the open enrollment period or within 30 days of first becoming eligible (example - an employee must enroll her spouse within 30 days of marriage, an employee hired mid-year must enroll himself and any eligible dependents within 30 days of his date of hire).

c. Failure to enroll during the open enrollment period, or within 30 days of first becoming eligible will require the employee and any eligible dependents to wait until the next designated open enrollment period to enroll for coverage.

6.8 Employer Contribution

a. Effective August 15, 1994 or when the plan is implemented if later, the State will contribute:

- 90% of the cost of individual coverage for domestic students and SUNY F1 Visa holders, and
- 75% of the additional cost of dependent coverage for the eligible dependents of domestic students and SUNY F1 Visa holders.

b. For SUNY J1 Visa holders enrolled in the State University of New York Medical Insurance Program for International Students and Scholars, the State will contribute:

- 90% of the cost of individual coverage under the State University of New York Medical Insurance Program for International Students and Scholars, or a dollar amount equal to what the State would contribute under the SEHP for individual coverage, whichever is less, and
- for eligible dependents, 75% of the additional cost of their coverage under the State University of New York Medical Insurance Program for International Students and Scholars, or a dollar amount equal to what the State would contribute for dependent coverage under the SEHP, whichever is less.

c. The State's contribution will be applied toward the cost of hospital, medical, prescription drug, dental and vision coverage as defined under the SEHP. This contribution, however, will not be applied toward the cost of evacuation/repatriation coverage or any hospital, medical, prescription drug, dental and vision coverage in excess of that provided by SEHP.

d. Failure of the employee to make employee contributions as required (example, through regular payroll deductions or in advance for coverage during the summer, or on a direct pay basis when required) will result in termination of coverage which cannot be reinstated until a subsequent, designated open enrollment period.

e. Eligible employees may make their employee contributions on a pre-tax basis subject to the limitations and restrictions of federal regulations governing plans provided under Section 125 of

the Internal Revenue Code.

ARTICLE 7
PARKING

7.1 GSEU recognizes that the State may modify existing parking facilities for purposes including, but not limited to, construction of new buildings, roadways or other improvements.

7.2 No charge shall be imposed for parking facilities presently provided without charge without negotiations pursuant to this Article.

No existing charge for parking facilities presently provided shall be increased or decreased without negotiations pursuant to this Article.

The State and GSEU, upon the demand by either party, shall reopen negotiations concerning parking fees for employees in this unit. Such negotiations shall be held at the appropriate level. The President of GSEU and the Director of the Governor's Office of Employee Relations shall be notified prior to commencement of negotiations and either party shall have the option of participating in the negotiations. Disputes arising from such negotiations shall be submitted to Last Offer Binding Arbitration (LOBA) through procedures that have been agreed to by the State and GSEU.

7.3 On a campus by campus basis, parking fees for employees in the unit may not exceed parking fees charged other graduate students.

ARTICLE 8
JOB-RELATED EXPENSES

With prior approval of the department chair or designee, employees shall be reimbursed for job-related expenses for materials required by the department where free access to such materials

does not exist.

ARTICLE 9
MILEAGE/LODGING/MEAL REIMBURSEMENT

9.1 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 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 either of the following schedules and the rates set forth therein:

a. Unreceipted Expenses

1. In the City of New York and the counties of Nassau, Suffolk, Rockland and Westchester, not to exceed \$50, except as specified by the Comptroller in accordance with law.

2. In the cities of Albany, Rochester, Buffalo, Syracuse, and Binghamton and their respective surrounding metropolitan areas, not to exceed \$40, except as specified by the Comptroller in accordance with law.

3. In places elsewhere within the State of New York, not to exceed \$35, except as specified by the Comptroller in accordance with law.

4. In places outside the State of New York, not to exceed \$50 per day, except as specified by the Comptroller in accordance with law.

b. Receipted Expenses

- Effective on the date of execution of this Agreement:

1. Receipted lodging and meal expenses for authorized overnight travel in locations within and outside of New York State shall be reimbursed to a maximum of published per diem rates as specified by the Comptroller. Said rates shall be equal to the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees in such locations, except that in Rockland County receipted lodging and meal expenses shall be reimbursed

according to the Comptroller's rates in effect on March 31, 1988 until the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees equals or exceeds that rate. At that time, the Federal rate will apply.

2. In locations for which no specific rate is published, receipted lodging and meal expenses for authorized overnight travel in locations within and outside of New York State shall be reimbursed to a maximum of the combined per diem lodging and meal reimbursement rate provided by the Federal government to its employees for such locations.

3. The rates in 1. and 2. above shall be revised prospectively in accordance with any revision made in the per diem rates provided by the Federal government to its employees.

4. In recognition of the fact that meals and lodging which are fully accessible to employees with disabilities may not be reasonably available within the specified rates, reimbursement for reasonable and necessary expenses will be allowed as specified by the Comptroller.

c. When the employee is in travel status for less than a full day, and incurs no lodging charges, reasonable and necessary receipted expenses will be allowed for breakfast and dinner as determined by the Comptroller.

9.2 The State agrees to provide, subject to the Rules and Regulations of the Comptroller, a maximum mileage allowance rate per mile equal to the maximum mileage allowance provided by the Federal Government to its employees for the use of personal vehicles for those employees eligible for such allowance in connection with official travel.

9.3 The parties agree that the State retains the right to establish a centralized reservation system for employee lodging and transportation arrangements, and to designate specific lodging facilities and transportation modes for locations within and outside of New York State.

ARTICLE 10
HEALTH AND SAFETY

10.1 The provisions of this Article set forth the employer's intent regarding health and safety in the workplace. These provisions do not provide any specific rights or benefits reviewable in any forum.

10.2 The State remains committed to providing and maintaining safe working conditions, and to initiating and maintaining operating practices that will safeguard employees, in an effort to eliminate the potential of on-the-job-injury/illness and resulting Workers' Compensation claims.

10.3 Where campus-wide committees exist to discuss matters of workplace health and safety, the President of GSEU may appoint one representative to serve on each campus health and safety committee. Where such committees do not exist, the campus shall designate an individual with whom GSEU may meet to discuss campus safety and health issues pertaining to employees in this bargaining unit.

10.4 In recognition that safety is a workplace issue which transcends negotiating units, the parties agree to foster a safety coalition involving all employee groups in the State to address common safety concerns.

ARTICLE 11
LABOR-MANAGEMENT MEETINGS

11.1 The purpose of this Article shall be to provide a forum to discuss, consider, and attempt to resolve, where appropriate and consistent with the terms of this Agreement, matters of interest to either or both parties identified below.

11.2 Representatives of the Governor's Office of Employee Relations shall meet with GSEU representatives at mutually agreed upon times to discuss matters of interest raised by either party.

A written agenda shall be submitted by GSEU to the Governor's Office of Employee Relations no less than five working days before the scheduled date of the meeting.

11.3 The Chancellor or designee shall meet with GSEU representatives at mutually agreed upon times 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 GSEU to the Chancellor or designee no less than five working days before the scheduled date of the meeting. At the discretion of the Chancellor or designee, additional matters for discussion may be placed on the agenda.

11.4 A campus President or designee shall meet with local GSEU representatives at mutually agreed upon times 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 GSEU to the campus President or designee no less than five working days before the scheduled date of the meeting. At the discretion of the campus President or designee, additional matters for discussion may be placed on the agenda.

ARTICLE 12 EMPLOYEE ORGANIZATION LEAVE

12.1 Negotiations

a. A reasonable number of employees shall be granted reasonable and necessary employee organization leave, including travel time, for purposes of negotiating with representatives of the State. Request for such leave shall be submitted to the Governor's Office of Employee Relations with reasonable advance notice.

b. Graduate and teaching assistants who have teaching or other scheduled activities shall remain responsible for meeting those obligations in a manner satisfactory to the campus President's designee. Should the campus President's designee believe such obligations are not being satisfactorily met then employee organization leave shall be rescinded. Unscheduled activities related to an employee's teaching or graduate assistantship shall

be completed during periods other than those set aside for negotiations between the State and GSEU.

12.2 Leaves for Elected Union Officers

Upon the request of the GSEU President, up to two employees may be granted leaves of absence at full salary from a teaching or graduate assistantship for the purpose of serving as an elected officer in GSEU. GSEU shall reimburse the home campus for the cost of salary and fringe benefits occasioned by the leave consistent with provisions promulgated by the Department of Audit and Control, and any applicable overhead charges. This leave shall be administered in accordance with the provisions of Section 46 of Chapter 283 of the Laws of 1972. Request for such leave shall be submitted to the Governor's Office of Employee Relations with a minimum of 30 calendar days advance notice.

12.3 General Provisions

a. GSEU recognizes that it is necessary for the State to give primary consideration to the operating needs of the State when determining whether to grant employee organization leave requests. The use of employee organization leave shall not impair services to the public, nor shall such leave be unreasonably withheld.

b. Employee organization leave granted pursuant to this Article shall in no way modify the academic requirements applicable to the affected employee.

ARTICLE 13 CHILD CARE

The President of GSEU may appoint one representative to serve on the New York State Labor/Management Child Care Advisory Committee for the term of this Agreement. In addition, the Dependent Care Advantage Account shall be available during the annual open enrollment period to employees who receive regular, biweekly paychecks from the Office of the State Comptroller.

The State shall prepare, secure introduction and recommend passage of legislation for an appropriation in the amount of \$50,000 in 1994-95 to support committee initiatives and to carry out the administrative responsibilities of the committee.

ARTICLE 14
BULLETIN BOARDS

GSEU shall be permitted to post notices of its activities and matters of GSEU concern on one bulletin board in each building where graduate and teaching assistants work. Such bulletin boards shall be provided by GSEU at its expense and installed by the campus at a reasonable charge. Bulletin board material shall be signed by a designated campus official of GSEU. No material shall be posted which is obscene, profane, derogatory of any person or organization, or which constitutes election campaign material for or against any person, organization, or faction thereof.

Posting of leaflets pertaining to activities and matters of GSEU concern shall be limited to bulletin boards designated specifically for GSEU use.

Any bulletin board materials objected to by the State or its representatives shall be promptly removed. GSEU shall provide a designated campus official with a key for any secured bulletin board.

ARTICLE 15
MEETING SPACE

Existing campus meeting space shall be available to GSEU for specific meetings provided GSEU agrees to reimburse the State for any additional expenses incurred in the furnishing of such space, request for such space is made in advance in accordance with the rules of the campus concerned, there is no conflict with previously scheduled events, and space is available.

ARTICLE 16
GRIEVANCE AND ARBITRATION PROCEDURE

16.1 The procedures of this Article shall constitute the

exclusive forum in which employees may seek redress for an employment related grievance. These procedures shall not apply to any actions taken by the employer regarding academic matters. A grievance shall be defined as a dispute concerning the following:

- a. An individual funding decision.
- b. Assistantship responsibilities.
- c. Failure to issue letter of notification, referred to in Article 20.
- d. Determination of eligibility for health benefits, referred to in Article 6.
- e. Determination of eligibility for the general salary increase, referred to in Article 5.

16.2 Within 20 calendar days following the act or omission giving rise to the grievance, or within 20 calendar days of the date on which the employee first knew or reasonably should have known of such act or omission, whichever date is earlier, the employee and GSEU shall request in writing a meeting with the department or division chairperson, Dean or other appropriate administrator for the purpose of resolving the grievance informally. The request for a meeting shall contain a short, plain statement of the grievance. The employee may be accompanied to such meeting by a GSEU representative. The meeting shall occur within 15 calendar days of receipt by such administrator of the employee's and GSEU's written request to schedule such meeting.

16.3 If the grievance is not resolved pursuant to the informal meeting described above, and further review is sought by the employee and GSEU, it shall be filed with the campus President or designee pursuant to the following procedures within 15 calendar days of the conclusion of the above meeting or within 15 calendar days of the last date the meeting should have occurred pursuant to 16.2.

- a. Requirements for Filing a Grievance
 1. A grievance must be submitted on forms to be provided by the State.
 2. Each grievance shall identify which of the areas

listed under 16.1 a. or 16.1 b. of the Agreement are the basis of the grievance or in the case of 16.1 c., 16.1 d., or 16.1 e. of the Agreement are claimed to have been violated and shall contain a short, plain statement of the grievance, the facts surrounding it and the remedy sought. The employee and GSEU shall also identify the administrator with whom the matter was informally addressed pursuant to 16.2 of this Article. A copy of the written request for a meeting submitted to that administrator shall be filed with the grievance form.

3. No grievance shall be scheduled for review until all the information required by the grievance form or otherwise required by the grievance steps of this Article has been provided.

16.4 The campus President or designee shall make every effort to convene a Campus Advisory Committee within 15 calendar days of receipt of the written grievance. The purpose of such Campus Advisory Committee shall be to review the written grievance and provide the campus President or designee with a brief written recommendation regarding the merits of the claim and what, if any, remedy should be considered.

a. Each campus shall have a Campus Advisory Panel drawn from the campus' professional staff. Members of the panel shall be determined by mutual agreement of the campus President or designee and the GSEU President or designee. The panel shall consist of at least six members but not more than 10 members, and its composition shall be reviewed by the parties at the campus level annually each September.

b. Each written grievance shall be reviewed by a Campus Advisory Committee comprised of three members of the Campus Advisory Panel: one member selected by the campus, one member selected by the employee and GSEU, and one member selected by the first two panelists. The Campus Advisory Committee shall be regarded as convened when the campus President or designee has notified all three members of their selection.

c. The employee and GSEU shall have the opportunity to meet with the Campus Advisory Committee for the purpose of presenting the grievance. The campus shall have the right to respond immediately following the employee's and GSEU's presentation. The Campus Advisory Committee shall issue its written recommendation

to the campus President or designee within 15 calendar days of the conclusion of the meeting. Copies of the Campus Advisory Committee's recommendation shall be sent to the employee and GSEU, and the appropriate campus representative.

16.5 The campus President or designee shall issue a written determination within 20 calendar days of receipt of the Campus Advisory Committee's recommendation. This written determination shall be final and binding and not subject to appeal except as expressly provided for in 16.6 of this Article. GSEU may submit additional written materials concerning the Committee's recommendation to the campus President or designee within 5 calendar days of the Committee's issuance of its written recommendation. The campus President or designee may require a meeting with the employee and/or GSEU for the purpose of seeking additional information.

16.6 GSEU, upon the employee's request, may file an appeal of the final written determination of the campus President or designee with the Chancellor or designee only where the grievance form alleges violations solely of 16.1 c., 16.1 d., or 16.1 e. of this Agreement.

a. Requirements for Filing an Appeal to the Chancellor or Designee.

1. Within 15 calendar days of the GSEU's receipt of the final written determination of the campus President or designee, a grievance appeal may be filed with the Chancellor or designee.

2. Such appeal shall be in writing and shall include a copy of the grievance filed with the campus President or designee, a copy of the written request for a meeting with the local administrator, a copy of the Campus Advisory Committee recommendation, a copy of the final written determination of the campus President or designee, and a short plain statement of the reasons for disagreement with the determination of the campus President or designee.

3. A copy of the appeal shall be sent simultaneously to the campus President or designee.

4. No grievance appeal shall be scheduled for review

unless all the information required by the grievance form or otherwise required by the grievance steps of this Article has been provided.

16.7 The Chancellor or designee shall issue a written response to GSEU within 30 calendar days after receipt of the grievance unless the grievance contains a request for a meeting with the Chancellor's designee. If such a meeting has been requested by GSEU, the Chancellor's designee shall contact the GSEU within 10 calendar days after receipt of the grievance for purposes of scheduling such meeting. The Chancellor or designee shall issue a written response to the grievance within 30 calendar days after completion of the meeting. Such meeting shall be held in Albany.

16.8 If the written response by the Chancellor or designee does not resolve the grievance, GSEU through its President or designee, may appeal the response by filing an appeal with the Director of the Governor's Office of Employee Relations or designee within 10 calendar days after receipt of the written response of the Chancellor or designee.

a. Requirements for filing an appeal to the Governor's Office of Employee Relations.

1. Such appeal shall be in writing and shall include a copy of the grievance filed with the campus President or designee, a copy of the written appeal and all attachments filed with the Chancellor or designee, a copy of the written response of the Chancellor or designee, and a short plain statement of the reasons for disagreement with such response.

2. A copy of the appeal shall be sent simultaneously to the campus President or designee and the Chancellor or designee.

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

16.9 The Director of the Governor's Office of Employee Relations or designee shall issue a written response to GSEU within 30

calendar days after receipt of the appeal.

16.10 If the response by the Governor's Office of Employee Relations does not resolve the grievance, GSEU may proceed to arbitration by filing written notice of intent to proceed to arbitration with the Director of the Governor's Office of Employee Relations' designee within 10 calendar days after receipt of its response. A copy of such written notice shall be sent simultaneously to the campus President or designee and the Chancellor's designee. Notices of intent to proceed to arbitration must include a proposed statement of the issue to be decided.

a. Procedures Applicable to Arbitration

1. Selection of Arbitrators. The Governor's Office of Employee Relations and GSEU shall jointly agree as soon as feasible after the execution of this Agreement on a panel of at least five contract arbitrators. Each member of the panel shall be assigned a number in rotation and shall be appointed in the order established after the assignment of such members. The Governor's Office of Employee Relations agrees to take the necessary steps to administer the panel including, but not limited to, identifying arbitrators' availability, notifying them of their appointment, and assisting in arranging for hearing rooms.

2. Authority of the Arbitrator. The arbitrator shall be confined to the precise issue submitted by the parties for arbitration and shall have no authority to determine any other issue. The issues which may be submitted to arbitration are limited to those specifically identified in 16.1c., 16.1d., and 16.1e. The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this Agreement. The arbitrator shall confine the decision and award solely to the application and/or interpretation of this Agreement. Where provisions of this Agreement call for the exercise of judgement, the arbitrator shall not substitute the arbitrator's judgement for that of the official making such judgement.

3. Remedy

i. Where the arbitrator finds that there has been a failure to issue a letter of notification, referred to in Article 20, the remedy shall be to direct the issuance of such letter.

ii. Where the arbitrator finds that there was an incorrect determination as to an employee's eligibility for health benefits, referred to in Article 6, the remedy shall be to direct the implementation of health benefits for such employee.

iii. Where the arbitrator finds that there was an incorrect determination as to an employee's eligibility for a general salary increase, referred to in Article 5, the remedy shall be to direct the implementation of the general salary increase for such employee.

4. Arbitrability. 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 this issue.

5. Time and Place of Meeting. The arbitrator shall hold the hearing in Albany, unless otherwise agreed to by the parties, within 15 calendar days 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. Copies of the arbitrator's decision and award shall be sent simultaneously to the Governor's Office of Employee Relations, GSEU, the Chancellor's designee, and the campus President or designee.

6. Effect of Decision and Award. The decision and award of the arbitrator shall be final and binding upon the State and GSEU to the extent permitted by provisions of this Agreement and applicable Law.

7. Fees and Expenses. All fees and expenses of the arbitrator shall be paid by the losing party. Each party shall be responsible for the cost of preparing and presenting its own case.

16.11 Miscellaneous Provisions

- a. Notwithstanding any other provisions of this Article, neither the employee nor GSEU shall be permitted to allege violations other than those specified in writing on the grievance form filed with the campus President or designee.

- b. 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 GSEU may appeal to the next level. Upon failure of the GSEU to file a grievance appeal within the time limits specified in this Article, the grievance shall be deemed to have been withdrawn.

- c. Mailing
 1. All grievances, grievance appeals and responses shall be transmitted by certified or registered mail, return receipt requested, or by personal service on the employee or GSEU, or on the individual responsible for conducting the review. Upon personal service the recipient of such documents, upon request, shall acknowledge, in writing, the receipt thereof. Proof of personal service shall specify the person who was served and the date, place and manner of service.

 2. All time limits set forth in this Article shall be measured from the date of receipt. Where service is by registered or certified mail, the date of receipt shall be that date appearing on the return receipt, provided, however, that the time limits for the submission of a grievance or the filing of an appeal or demand for arbitration or issuance of a response shall be determined from the date of personal service or mailing by certified or registered mail, return receipt requested, as evidenced by the official postmark appearing on the receipt for certified or registered mail.

- d. Precedent
Grievances resolved at any level shall not constitute a precedent in any arbitration proceeding unless agreed to in writing by the Director of the Governor's Office of Employee Relations and GSEU acting through its President.

- e. Retroactivity
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 15 calendar days prior to the date the grievance was first filed with the campus President or designee.

f. All expenses, other than those referred to in 16.10 a. 7. shall be the responsibility of the party incurring such expenses.

g. Grievants' participation in the grievance process shall not interfere with their scheduled responsibilities.

16.12 Applicability

This Article shall not apply to any matter which relates to campus 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 campus and whether appearing in a campus handbook or any other document.

ARTICLE 17 DISCIPLINE AND DISCHARGE

Where the campus has imposed a disciplinary penalty, the employee shall have the right to meet with the campus President's designee so that the employee may respond to the charges that are the basis for the discipline or discharge. The employee may be accompanied to such meeting by a GSEU representative. For purposes of this Article, a disciplinary penalty is defined as an official letter of reprimand, a monetary fine, a suspension, or discharge.

The provisions of this Article shall not apply to actions taken by the campus related to academic performance or progress (including but not limited to discharge), non-renewals, loss of funding, or terminations due to physical or mental incapacity.

ARTICLE 18 LEAVES

18.1 Leave for Personal Illness

a. Following one semester of State service, or its equivalent, employees may be granted leave for personal illness at the discretion of the President's designee. Subject to approval of the President's designee, such approval not to be unreasonably withheld, a maximum number of 5 days may be granted during any one year of the Agreement for absences due to a temporary disability. An employee unable to perform the duties of the employee's position due to personal illness shall notify the President's designee. Employees with scheduled duties (i.e. teaching, leading discussion sections, etc.) shall provide ample prior notice to the President's designee; but in no event later than two hours before the commencement of the scheduled duty, where practicable. The President's designee may, at any time, require the employee to provide suitable medical evidence substantiating the claimed temporary disability and/or be examined by a physician selected by the College at its expense. Such examination may also be required of any employee absent due to a claimed temporary disability prior to and as a condition of return to work. Should the campus President's designee believe that medical evidence does not substantiate a claimed temporary disability, use of leave for personal illness shall be disallowed and the employee shall be placed on leave without pay.

b. Subject to prior approval of the President's designee, such approval not to be unreasonably withheld, some or all of the 5 days provided during any one year of the Agreement may be used for absences due to substantiated illness or death in the employee's immediate family (spouse, child, sibling, parent, grandparent, in-laws, or any person with whom the employee has been making his or her home).

c. 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 for leave for personal illness. Leave for personal illness may be granted in units of one-quarter day or greater.

18.2 Holiday Leave

Holidays on which the college campus is closed shall be treated as holidays with pay for employees in this unit.

JURY SERVICE

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 20 NOTIFICATION OF EMPLOYMENT

Upon appointment, the campus shall issue to each appointee a letter of notification. This letter shall include, but not be limited to, the following information:

1. job title;
2. stipend amount;
3. anticipated duration of appointment;
4. general summary of duties and responsibilities of the position; and
5. a statement that the position is in the bargaining unit represented for purposes of collective negotiations by the Graduate Student Employees Union/Communications Workers of America, Local 1188.

This letter shall be issued not less than two weeks prior to the commencement of employment, when practicable. The remedy for failure to receive such letter of notification upon appointment shall be to have the letter issued.

ARTICLE 21 JOB POSTING

21.1 At the beginning of each academic year, the appropriate administrative unit on each campus shall post a list of

departments/work areas that employed TAs/GAs in the previous year.

21.2 Each such department/work area shall post information about application procedures for Teaching Assistant and Graduate Assistant positions.

ARTICLE 22 EVALUATIONS

Where written employee evaluations are conducted, employees shall be notified in writing of the procedure used for such evaluations.

Employees shall have the right to comment upon existing written evaluation procedures, to comment upon changes to such written evaluation procedures, or to comment upon newly developed written evaluation procedures.

ARTICLE 23 PERSONNEL FILES

Employees' personnel files shall be kept at a centrally designated location on each campus. Each file shall include, but not be limited to, copies of personnel transactions, official correspondence with the employee, and written reports and evaluations, if any, related to an employee's job performance.

Upon request, an employee shall have the right to review the employee's personnel file during normal business hours. Copies of materials in the employee's personnel file shall be made available to the employee upon request at the employee's expense. In addition, the employee shall have the right to make a written response to any supervisory evaluation in the employee's personnel file which shall then be attached to that evaluation.

ARTICLE 24 WORKLOAD

Where written policies on workload are currently in effect, they shall be available to an employee upon the employee's written request. In the event that any new policies on maximum course workload are developed, they should be developed in consultation with GSEU.

ARTICLE 25
RETRENCHMENT

GSEU recognizes the State's right to determine the allocation of budgets to individual campuses, divisions, and departments/work areas and to determine the use of funds within units.

Each campus will provide prior notice to GSEU of significant budget cuts which will impact members of this bargaining unit.

Upon written request to the campus President, a campus representative shall meet with GSEU on a campus and/or divisional level to discuss the impact, implementation, and workload effect of budget cuts.

ARTICLE 26
CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire agreement between the State and GSEU, terminates all prior agreements and understandings and concludes all collective negotiations during its term. 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. The parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 27
SEVERABILITY

In the event that any Article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of 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 having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of Federal funds or property or services, then either party shall have the right to immediately reopen negotiations with respect to a substitute for such 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 loss to the State. In the event that any Article, section or portion of this Agreement fails to be implemented by the Legislature, then in that event, such Article, section or portion may be reopened by GSEU or the State and renegotiated. During the course of any reopened negotiations, any provision of this Agreement not affected by such reopener shall remain in full force and effect.

ARTICLE 28
APPROVAL OF THE LEGISLATURE

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 29
DURATION OF AGREEMENT

This Agreement shall be effective on the date it is signed by the parties and shall continue through July 1, 1995.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on March 17, 1994.

New York State
Governor's Office of
Employee Relations

Graduate Student Employees
CWA Local 1188

Joseph M. Bress
Director

Anna Geronimo
President

Jerry J. Dudak
Deputy Director

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