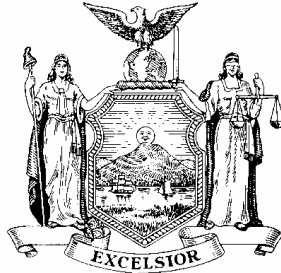


MEMORANDUM OF UNDERSTANDING

between the
STATE OF NEW YORK



and

**CWA LOCAL 1104/
GRADUATE STUDENTS EMPLOYEES
UNION**



2003 - 2007

February 14, 2005

Memorandum of Understanding

The following Memorandum of Understanding sets forth the terms and conditions of employment negotiated between the State of New York and CWA Local 1104/Graduate Student Employees Union for a successor agreement to the 1999-2003 Agreement covering employees in the State University Graduate Student Negotiating Unit.

1. All terms of the 1999-2003 Agreement between the parties shall continue as part of the successor Agreement unless specifically modified herein or identified for further negotiation. The following Articles of the 1999-2003 Agreement are continued subject only to the updating of dates where necessary and appropriate, and any reorganization and renumbering of provisions the parties mutually agree to. The proposal to continue these Articles is premised on the understanding that all prior agreements, understandings, and negotiating history regarding the interpretation, mutual intent, and/or applicability of any of these provisions shall remain intact.

Article 1 - Recognition

Article 2 - Management Rights

Article 3 - No Strikes

Article 4 - No Discrimination

Article 7 - Parking

Article 8 - Job-Related Expenses

Article 9 - Mileage/Lodging/Meal Reimbursement

Article 10 - Health and Safety

Article 11 - Labor-Management Meetings

Article 12 - Employee Organization Leave

Article 14 - Bulletin Boards

Article 15 - Meeting Space

Article 19 - Jury Service

Article 21 - Job Posting

Article 22 - Evaluations

Article 23 - Personnel Files

Article 24 - Workload

Article 25 - Retrenchment

Article 27 - Information

Article 28 - Retirement Income Supplementation Programs

Article 29 - Employee Assistance Program

Article 31 - Printing of Agreement

Article 32 - Conclusion of Collective Negotiations

Article 33 - Severability

Article 34 - Approval Letters

Article 35 - Duration of Agreement

Appendices

2. All side letters for the 1999-2003 Agreement between the parties shall continue as part of the successor Agreement unless specifically identified herein for further discussion.
3. The term of the successor Agreement shall be from July 2, 2003 to July 1, 2007.
4. The following Articles have been modified:

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** As soon as practicable following enactment of the enabling legislation, employees on full assistantships shall receive a cash lump sum payment of \$500 and employees on less than full assistantships shall receive a cash lump sum payment of \$250. To be eligible for such payment, an employee must be employed both at the time of payment and have been employed the previous semester.
- §5.2** The minimum stipend for the 2004-2005 academic year for employees on full assistantships at University Center campuses shall be \$7,000 annually.
- §5.3** Effective April 1, 2005*, the stipend of incumbents of positions in the State University Graduate Student Negotiating Unit as of April 30, 2005, shall be increased by two and one-half percent (2.5%).
- §5.4** Effective concurrent with the effective date of increase in §5.3, the minimum stipend for the 2004-05 academic year for employees on full assistantships at University Center campuses shall be \$7,175 annually.
- §5.5** Effective October 1, 2005*, the stipend of incumbents of positions in the State University Graduate Student Negotiating Unit as of September 30, 2005 shall be increased by two and three-quarters percent (2.75%).
- §5.6** Effective concurrent with the effective date of increase in §5.5, the minimum stipend for the 2005-06 academic year for employees on full assistantships at University Center campuses shall be \$7,372 annually.
- §5.7** Effective on October 1, 2006* the stipend of incumbents of positions in the State University Graduate Student Negotiating Unit as of September 30, 2006, shall be increased by three percent (3.0%).
- §5.8** Effective concurrent with the effective date of increase in §5.7, the minimum stipend for the 2006-07 academic year for employees on full assistantships at University Center campuses shall be \$7,593 annually.
- §5.9** Effective April 1, 2007, the stipend of incumbents of positions in the State University Graduate Student Negotiating Unit as of March 31, 2007, shall be increased by \$500 for employees on full assistantships and shall be increased by \$250 for employees on less than full assistantships. To be eligible for such payment, an employee must be employed both at the time of payment and have been employed the previous semester.

§5.10 Effective concurrent with the effective date of increase in §5.9, the minimum stipend for the 2006-07 academic year for employees on full assistantships at University Center campuses shall be \$8,093 annually.

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

§5.12 The State shall be authorized to extend the payroll cycle of employees by up to one full payroll period. This shall be instituted beginning in the 2001-02 academic year and continue in effect thereafter. When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then-current salary rate.

§5.13 Doctoral Program Recruitment and Retention Enhancement Fund

The State shall prepare, secure introduction and recommend passage of legislation for an appropriation in the amount of \$2,400,000 for the term of the Agreement to enhance employee compensation with cash payments for the purpose of facilitating the recruitment and retention of new and existing doctoral students in selected programs. Each doctoral degree granting University campus shall receive an allocation from such appropriation proportionate to the total number of employees at such campus. Local distribution of such allocation shall be through cash payments to employees who enroll in such doctoral degree programs as the campus, in its discretion, determines are in need of enhanced funding for purposes of recruitment and retention. This program will expire on June 30, 2007.

§5.14 Comprehensive College Graduate Program Recruitment and Retention Fund

For the term of this Agreement, a Recruitment and Retention Fund will be established for employees in graduate programs at certain of the State University of New York Comprehensive Colleges. The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amount of \$700,000 for the term of this Agreement, for the purpose of funding graduate program recruitment and retention initiatives. No later than 30 calendar days following execution of the Agreement, representatives of the State, the University and the GSEU shall meet and confer to determine such allocations. Following this initial determination, such allocations may be adjusted by mutual agreement of the parties. Each campus shall receive an allocation from such appropriation. Local distribution of such allocation shall be through cash payments to employees who enroll in such graduate degree programs as the campus, in its discretion, determines are in need of enhanced funding for purposes of recruitment and retention. This program shall expire on June 30, 2007.

§5.15 Fee Mitigation Fund

For the term of this Agreement, a Fee Mitigation Fund will be established to mitigate the cost of various fees, including technology fees. The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amount of \$2,072,750 for the term of the Agreement for the purpose of funding fee mitigation initiatives. This program shall expire on June 30, 2007.

§5.16 Downstate Location Fund

For the term of this Agreement, a Downstate Location Fund will be established for employees whose work site is New York City, Suffolk, Nassau, Rockland, Westchester, Dutchess, Putnam, or Orange counties. The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amount of \$550,000 for the term of the Agreement, for the purpose of funding location adjustments in the downstate area. This program shall expire on June 30, 2007.

- * The above increases shall be deemed effective and shall be added to the incumbent's stipend the first day of the payroll period, closest to date of the increase, in each year of the Agreement.

ARTICLE 6

Health Insurance

§6.1 The State will continue the Student Employee Health Plan (SEHP) for hospital, medical, prescription drugs, dental and vision services through The New York State Health Insurance Program (NYSHIP).

The SEHP will consist of two components, network and non-network care. The insurance carrier(s) will maintain the network and will provide other administrative services.

For services to be covered whether in the network or outside the network they must be medically necessary, and cannot be experimental or investigational as determined by the insurance carrier(s).

All network and non-network, non-emergency inpatient stays must be pre-certified, as well as certain elective outpatient procedures as designated by the insurance carrier(s). 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.

§6.2 Network Benefits

Hospital Inpatient.

Inpatient hospital semi-private room and board, services and supplies, including blood and blood plasma 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. Effective June 1, 2005, inpatient hospital services obtained at a network hospital will be covered in full after a \$200 copayment per admission.

Emergency Care.

Covered services rendered in the Emergency Room of a hospital will be covered in full subject to a \$15.00 copay. Effective June 1, 2005, the copayment will be \$25.00. The copayment will be waived if the patient is admitted directly into the hospital from the Emergency Room. Emergency is defined as the sudden onset of symptoms of sufficient severity, including severe pain, that a prudent layperson could reasonably expect the absence of immediate care to put the members life in jeopardy, or cause serious impairment to bodily functions.

Doctor's Office Visits 1-15 Annually Benefits.

Doctor's office visits will be provided for the treatment of illness or injury and for designated screening services. Outpatient x-ray, lab and pathology services provided during an office visit will also be covered. The first 15 doctor's office visits provided on a network basis per covered individual, per health insurance contract year will be covered subject to a \$8 copayment. Effective June 1, 2005, the copayment will be \$10. Outpatient x-ray, lab and pathology services provided during the first 15 visits will be covered in full.

Doctor's Office Visits 16+ Annually Benefits.

Beginning with the 16th visit per covered individual per health insurance contract year, doctor's office visits and outpatient x-ray, lab and pathology services provided during the visit will be reimbursed at 80% of allowable expenses after the \$100 per person annual deductible. Visits by the employee to the Student Health Center will not count toward the 15 visit limit and will not be subject to a copayment, deductible or coinsurance.

Routine Health Exams.

The plan shall pay up to \$60 for a routine physical once every two years for employees under the age of 40, and annually for employees 40 years of age or older, not subject to the office visit copayment or annual 15 visit limit. The Joint Committee on Health Benefits shall discuss the viability of the \$60.00 cap throughout the course of the contract.

Student Health Centers Benefits.

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 an \$8.00 copayment for the first 15 occurrences and reimbursed at 80% of allowable expenses after the \$100 per person annual deductible beginning with the 16th occurrence. Effective June 1, 2005, the copayment will be \$10.00.

Hospital Outpatient.

Outpatient hospital services at a network hospital will be subject to an \$8.00 copayment. Effective June 1, 2005, the copayment will be \$15.00.

Mammographies and Cervical Cytology Screening.

Coverage for cervical cytology screening once each health insurance contract year will be provided subject to the doctor's office limit and either an \$8.00 copayment or deductible and coinsurance. 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 \$8.00 copayment or deductible and coinsurance. Effective June 1, 2005, the copayment will be \$10.00. Coverage will be provided for mammographies according to the guidelines outlined below subject to the doctor's office visit limit and an \$8.00

copayment or deductible and coinsurance. Effective June 1, 2005, the copayment will be \$10.00.

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 individual at any age having a prior history of breast cancer or whose mother or sister has a prior history of breast cancer;
3. Screening will be provided according to the appropriate medical guidelines.
4. The plan shall cover in full the acquisition, replacement and/or repair of prosthetic breasts in cases of mastectomy due to cancer. The reading of the mammography on a different date or at a different location will result in a separate \$8.00 copayment or deductible and coinsurance Effective June 1, 2005, the copayment will be \$10.00.

Maternity Care.

Maternity care (pre and post-natal) will be subject to an \$8.00 office visit copayment but the 15 visit limit for doctor's office visits will not apply to maternity care. Effective June 1, 2005, the copayment will be \$10.00.

Chiropractic Care.

Short-term outpatient physical therapy and up to 15 chiropractic treatment visits will be subject to an \$8.00 copayment per visit. The number of physical therapy visits will be pre-certified by the insurance carrier. Effective June 1, 2005, the copayment will be \$10.00. These visits will not count toward the 15 visit limit.

Ambulatory Surgical Centers.

Ambulatory surgical centers are subject to an \$8.00 copayment. Effective June 1, 2005, the copayment will increase to \$10.00.

Hemodialysis, Chemotherapy And Radiation Therapy.

Hemodialysis, chemotherapy and radiation therapy will be covered in full. Visits for these services will not count toward the 15 visit limit.

Hospice Care.

Hospice coverage will be covered in full up to a 210 day maximum.

Inpatient Mental Health Care.

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.

Outpatient Mental Health Care.

Outpatient mental health visits are reimbursed at 50% coinsurance for visits 1-10, not to exceed \$50.00 per visit. Visits 11-30 are reimbursed at

50% coinsurance up to \$35.00 per visit. Effective June 1, 2005, outpatient mental health visits will be paid in full subject to a \$15 copayment for visits 1 through 10.

Inpatient Alcohol And Substance Abuse Care.

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.

Outpatient Alcohol And Substance Abuse

Outpatient alcohol and substance abuse treatment will be covered in full subject to an \$8.00 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 \$8.00 copayments per week. Effective June 1, 2005, the copayment will be \$10.00.

Pre-Certification For Outpatient Procedures.

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

Ambulance Service.

Commercial ambulance charges for transportation to the nearest hospital where emergency care can be performed are not subject to deductible or coinsurance. Effective June 1, 2005 medically necessary ambulance services will be subject to a \$15 copayment.

Transplants.

The plan shall pay for standard human donor transplants including, but not limited to, bone marrow, liver, lung, kidney, heart and cornea, including multiple organ transplants, when medically necessary, subject to appropriate deductibles, coinsurance, copayments and plan maximums.

Prescription Drug Coverage – Student Health Center.

Coverage will be provided for prescription drugs subject to a \$3.00 copayment per script at the Student Health Center. Effective June 1, 2005, the copayment will increase to \$7.00.

Prescription Drug Coverage – 1 to 30 Day Supply Retail.

A \$6.00 copayment per script will apply at a participating pharmacy for a generic drug and a \$10 copayment per script will apply at a participating pharmacy for 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 \$10.00 copayment plus the difference between the cost of the generic and

the brand-name drug. Prescription drugs will be limited to a 30 day supply. The maximum prescription drug benefit will be \$2,500 per person, per health insurance contract year. Bargaining Unit members shall also be given the option to purchase either generic or brand name drugs by mail order where available. Oral contraceptives and diaphragms, when dispensed through a licensed pharmacy, will be covered subject to the appropriate prescription drug copayment.

Prescription Drug Coverage – 1 to 30 Day Supply Mail Order.

Effective June 1, 2005, a third level of prescription drugs and prescription copayments will be created to differentiate between preferred brand-name and non-preferred brand-name drugs. The copayment for prescription drugs purchased at a retail pharmacy or the mail service pharmacy for up to a 30-day supply shall be as follows:

\$5 Generic

\$15 Preferred Brand

\$30 Non-Preferred Brand

When a brand-name prescription drug is dispensed and a FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment (\$30).

Prescription Drug Coverage – 31 to 90 Day Supply Mail Order.

The copayment for prescription drugs purchased through the mail service pharmacy for a 31-90 supply will be as follows:

\$5 Generic

\$20 Preferred Brand

\$55 Non-Preferred Brand

When a brand-name prescription drug is dispensed and an FDA-approved generic equivalent is available, the member will be responsible for the difference in cost between the generic drug and the non-preferred brand-name drug, plus the non-preferred brand-name copayment (\$55).

Prescription Drug Coverage –Generic Appeal Process.

Effective June 1, 2005, the generic appeal process will be available to SEHP enrollees.

Optical Care.

Routine eye care refraction will be provided to each covered individual once in every two years subject to an \$8.00 copayment. Effective June 1, 2005, the copayment will be \$10 for routine eye care refraction. The insurance carrier will establish a network of providers through which covered individuals will receive at least a discount on the purchase of lenses, frames and contact lenses, and

will be reimbursed up to \$40.00 once every two years towards the purchase of lenses, frames or contact lenses.

Effective June 1, 2005, select frames and lenses offered by a participating provider will be paid in full. You may select Plan contact lenses (daily-wear, disposable or planned replacement) instead of eyeglasses. Benefits are available to you, your spouse or domestic partner and covered dependents age 19 or under once in any 24-month period. The paid-in-full eyeglass/contact lens benefit is only available at the time and place of an eye exam. This benefit cannot be split.

Dental Care.

Dental examinations including cleaning and bitewing X-rays will be available to covered individuals twice each year subject to a \$20.00 copayment. The insurance carrier will establish an adequate network of dental providers to provide these services along with a discount on all other dental procedures. Effective June 1, 2005, coverage will be provided for two fillings per year for an additional \$10 copayment per filling.

§6.3 Non-Network Benefits

Non-network benefits will be provided when:

1. When covered individuals do not elect to use a network provider, or
2. A network provider is not available to provide the service.

Non-network Hospital Inpatient.

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

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.

Non-network Emergency Care.

Emergency services will be covered in full subject to the \$15.00 copayment. Effective June 1, 2005, the copayment will be \$25.00.

Non-network Hospital Outpatient.

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,
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 visit limit for doctor's office (pre and post-natal) visits will not apply,
6. Annual cytology screening, mammography screening subject to the guidelines for coverage as outlined in §6.2.
7. Chemotherapy, hemodialysis and radiation therapy.

Non-network Outpatient Physical Therapy & Chiropractic Care.

Short-term physical therapy and chiropractic treatment will be reimbursed up to 80% after a separate \$100 deductible.

Non-network Pre-certification For Outpatient Procedures.

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

Non-network Prescription Drug Coverage.

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 insurance carrier. If the covered individual purchases a generic drug, the Plan will reimburse the individual up to the standard reimbursement rate for network pharmacies less a \$6.00 copayment. If the covered individual purchases a single source brand-name drug, the Plan will reimburse the individual up to the standard reimbursement rate for network pharmacies less a \$10.00 copayment. If the covered individual purchases a brand-name drug when a generic equivalent is available, the Plan will reimburse the individual up to the standard reimbursement rate for the generic drug for network pharmacies less a \$10.00 copayment. Prescription drugs will be limited to a 30 day supply. The maximum prescription drug benefit will be \$2,500 per covered individual, per health insurance contract year. Bargaining Unit members shall also be given the option to purchase either generic or brand name drugs by mail order where available. Oral contraceptives and diaphragms, when dispensed through a licensed pharmacy, will be covered subject to the appropriate prescription drug copayment. Effective June 1, 2005, if you do not use a network pharmacy, you must submit a claim to Express Scripts. If your prescription was filled with a generic drug or a preferred brand name or a non-preferred brand name drug with no generic equivalent, you will be reimbursed up to the amount the program

would reimburse a network pharmacy for that prescription. If your prescription was filled with a preferred brand name or a non-preferred brand name drug that has a generic equivalent, you will be reimbursed up to the amount the program would reimburse a network pharmacy for filling the prescription with the drug's generic equivalent.

Non-network Inpatient Mental Health.

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.

Non-network Outpatient Mental Health.

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.

Non-network Inpatient Alcohol and Substance Abuse Care.

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.

Non-network Outpatient Alcohol and Substance Abuse Care.

Outpatient alcohol and substance abuse visits will be reimbursed in an amount equal to the network allowance minus an \$8.00 copayment to a maximum of 60 visits per health insurance contract year. Effective June 1, 2005, the copayment will be \$10.00.

Non-network Hospice Care.

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

Non-network Ambulance Service.

Commercial ambulance charges for transportation to the nearest hospital where emergency care can be performed are not subject to deductible or coinsurance.

Effective June 1, 2005, medically necessary ambulance services will be subject to a \$15 copayment.

§6.4 SEHP Maximum Benefits

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.

The maximum plan benefit per covered individual for network and non-network services combined shall be \$350,000 per health insurance contract year, of which the maximum plan benefit for non-network services shall be \$100,000 per health insurance contract year.

§6.5 Eligibility

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:

- \$3,800 or more between July 1, 2003 and June 30, 2004
- \$3,895 or more between July 1, 2004 and June 30, 2005
- \$4,002 or more between July 1, 2005 and June 30, 2006
- \$4,122 or more between July 1, 2006 and June 30, 2007

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 equal to or more than the amounts indicated above when annualized over each respective July 1 through June 30 beginning July 1, 2003.

The dependents of an eligible employee are also eligible. An eligible dependent is a spouse, including a legally separated spouse, or an 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 permanently with the employee in his/her household who are chiefly dependent on the employee and for whom the employee has assumed legal responsibility, in place of the parent, are also eligible.

Domestic partners who meet the definition of a partner and can provide acceptable proofs of financial interdependence as outlined in the Affidavit of Domestic Partnership and Affidavit of Financial Interdependency shall be eligible for coverage under the SEHP.

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.

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 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 judgment, meets or exceeds the federal requirements.

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 judgment, meets or exceeds the coverage provided by the SEHP.

Domestic students at campuses where enrollment for health insurance coverage is not mandated by the campus may enroll in the SEHP if they meet the eligibility requirements for an employer contribution. Domestic students at campuses where enrollment for health insurance coverage is mandated by the campus, must enroll in the SEHP during the open enrollment or within 45 days of first becoming eligible as described in §6.7. If they meet the eligibility requirements for an employer contribution and are not otherwise eligible to have the coverage requirement waived. Failure to either obtain a health insurance waiver or to enroll in the SEHP in a timely manner as described in §6.7. may result in the employee being automatically enrolled in the mandatory student health insurance program provided by the campus. The cost of the coverage provided by the campus would be paid for entirely by the student.

§6.7 Enrollment

The State University will designate an open enrollment period of 45 days each academic year.

Eligible employee may enroll him/herself and any eligible dependents during the open enrollment period or within 45 days of the employee's first becoming eligible. Dependents not enrolled at the time of the employee's enrollment may be enrolled within 30 days of a qualifying event (ex: marriage, birth, entry into the country, involuntary loss of prior coverage).

If an eligible employee fails to enroll herself/himself and eligible dependents as provided in §6.7, the employee may enroll him/herself and eligible dependents at any time, subject to a 30 day waiting period.

Domestic students at campuses where enrollment for health insurance coverage is mandated by the campus may be enrolled in the mandatory student health insurance program provided by the campus if they do not enroll in the SEHP within the timeframes described in §6.7. Late enrollment in the SEHP as provided in §6.7 does not entitle them to withdraw from the mandatory insurance program except at times designated by the campus.

§6.8 Employer Contribution

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.

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.

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.

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 that cannot be reinstated until a subsequent, designated open enrollment period.

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.

§6.9 Joint Committee on Health Benefits

The State and GSEU agree to establish a Joint Committee on Health Benefits relating to the Student Employee Health Plan (SEHP). The Committee shall consist of no more than five representatives selected by GSEU and no more than five representatives selected by the State. Both parties shall prepare and present a list of the permanent members of the Joint Committee.

The Joint Committee on Health Benefits for the SEHP shall meet within 14 days, or as soon as practicable, after a request has been made in writing by either side. Within three working days of this written request to meet, the entity making such request shall submit a written agenda for the proposed meeting to the Joint Committee members.

The Joint Committee shall work with appropriate State agencies to review and oversee various aspects of the SEHP. The review shall include:

1. The review of access to providers and coverage under the SEHP.
2. The review and development, in conjunction with the carrier, of communications such as the handbook and the certificate of insurance for the SEHP.
3. The study of recurring subscriber complaints and recommendation for the resolution of those complaints.
4. The Joint Committee on Health Benefits for the SEHP shall establish methods and procedures for review of disputed medical claims.
5. The Joint Committee shall request administrative and technical assistance from appropriate State agencies and/or other sources deemed necessary and approved by the Joint Committee.
6. The Joint Committee shall be provided with the carriers' rate renewal request and shall be briefed on the status of the development of such rate renewal.
7. The Joint Committee shall work with appropriate State agencies to monitor future employer and employee SEHP cost adjustments.
8. The Joint Committee will work with appropriate State agencies to make mutually agreed upon changes to the SEHP.

Article 13

Family Benefits/Work-Life

- § 13.1 The President of GSEU may appoint one representative to serve on the Family Benefits/Work-Life Advisory Board for the term of the Agreement.
- § 13.2 The Dependent Care Advantage Account (DCAA) shall be available during the annual open enrollment period to employees who receive regular, biweekly paychecks from the Office of the State Comptroller. In the third and fourth year of the Agreement, the State shall provide a contribution of \$500 per eligible DCAA enrollee subject to appropriations in §13.3.
- § 13.3 The State shall prepare, secure introduction and recommend passage of legislation for an appropriation in the amount of \$300,000 for the term of the Agreement to support committee initiatives and to carry out the administrative responsibilities of the committee.

Article 16

Grievance and Arbitration Procedure

§ 16.1 Purpose

The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances. 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. Determination of eligibility for the general salary increase, referred to in Article 5.
- b. Failure to provide the minimum stipend for employees on full assistantships at University Center campuses, referred to in Article 5.
- c. Determination of eligibility for health benefits, referred to in Article 6.
- d. Imposition of a charge for parking facilities presently provided without charge, or an increase or decrease of an existing charge for parking facilities presently provided, without negotiations, as referred to in Article 7.
- e. Failure to reimburse an employee for job-related expenses approved in advance in writing by the department chair, as referred to in Article 8.
- f. Failure to reimburse an employee approved in advance in writing by the department chair to be in travel status, for travel expenses at the rates referred to in Article 9, in accordance with the Rules and Regulations of the Comptroller.
- g. Failure to exclude the time spent on a leave approved pursuant to Section § 12.1 in calculating the total number of semesters for which an employee is eligible to be considered for employment within the bargaining unit.
- h. Failure to permit posting of appropriate notices on bulletin boards in accordance with the provisions of Article § 14.
- i. Failure to follow the procedural steps for approval of employee requests for leave for personal illness, as referred to in Section 18.1.
- j. Failure to grant an employee a holiday leave with pay, as referred to in Section 18.2.
- k. Failure to issue letter of notification containing the requisite information, as referred to in Article 20.
- l. Failure to post a list of department/work areas that employed TA/GAs in the previous year, as referred to in subsection 21.1
- m. Failure to post a list of vacancies assigned to nonacademic department work areas, as referred to in subsection 21.3.
- n. Failure to follow the procedural steps of a written evaluation policy, referred to in Article 22.
- o. Failure to keep employees' personnel files at a centrally designated location on campus, as referred to in Article 23.

- p. Failure to include a copy of a document in the employee's personnel file required to be so included under the provisions of Article 23.
- q. Failure to allow an employee, on request, to review the employee's personnel file during normal business hours under the provisions of Article §23.
- r. Failure to make copies of materials in the employee's personnel file available to the employee upon request and at the employee's expense under the provisions of Article 23.
- s. Failure to attach a written response received from an employee to a supervisory evaluation in the employee's personnel file under the provisions of Article 23.
- t. Failure to provide GSEU, no later than November 15 of each year, with a list of employees that includes the information specified in Section 26.2.

§ 16.2 Within 30 calendar days following the act or omission giving rise to the grievance, or within 30 calendar days of the date on which the employee first knew or reasonably should have known of such act or omission, whichever date is later, 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 designated 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 specific provisions of the Agreement listed under §16.1 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 issue a written response to the employee and GSEU within 15 calendar days after receipt of the grievance unless the grievance contains a request for a meeting with the campus President or designee. If such a meeting has been requested by the employee and GSEU, the campus President or designee shall contact the employee and GSEU within 10 calendar days after receipt of the grievance for purposes of scheduling such meeting. The campus President or designee shall issue a written response to the employee and GSEU within 15 calendar days after completion of the meeting.

§ 16.5 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.

- 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 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.
- b. Optional Filing with Chancellor or Designee for Multi-Campus Grievance:

A grievance involving employees at more than one campus may be filed by GSEU, on behalf of the affected employees, directly with the Chancellor or designee. In such case, GSEU shall be deemed the grievant. Such grievance must be submitted on forms to be provided by the State. The grievance must identify which of the specific provisions of the Agreement listed under 16.1 are claimed to have been violated and shall contain a short, plain statement of the grievance, the facts surrounding it, including each affected employee and his/her work location, and the remedy sought. Failure to specify each affected employee in the grievance when filed shall constitute a jurisdictional bar to provide a remedy for those employees not listed. The time limit for filing such grievance, as applicable to employees at each campus alleged to be involved, shall be determined on an individual campus basis. Such filing must occur within 45 calendar days following the act or omission giving rise to the grievance at that Campus, or within 45

calendar days of the date on which an affected employee at that campus first knew or reasonably should have known of such act or omission, whichever is later.

§ 16.6 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.

§ 16.7 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.

§ 16.8 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.

§ 16.9 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 20 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 16.1 of the Agreement. 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 judgment, the arbitrator shall not substitute the arbitrator's judgment for that of the official making such judgment.

3. Remedy

The sole remedy for each of the issues that may be submitted to arbitration in accord with 16.9(a)(2) of the Agreement is as follows:

- i. Where the arbitrator finds that there has been 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 effective the date the employee would have been eligible for such increase. Retroactivity, however, shall be limited to 30 calendar days prior to the date of filing the grievance.
- ii. Where the arbitrator finds that there has been a failure to provide the minimum stipend for an employee on full assistantship at a University Center campus as referred to in Article 5, the remedy shall be to direct the implementation of the minimum stipend for such employee effective the date the employee would have been eligible for such stipend. Retroactivity, however, shall be limited to 30 calendar days prior to the date of filing the grievance.
- iii. Where the arbitrator finds that there has been 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 effective the date the employee would have been eligible for such health benefits. Retroactivity, however, shall be limited to 30 calendar days prior to the date of filing the grievance.

- iv. Where the arbitrator finds that there has been a charge imposed for parking facilities presently provided without charge, or an increase or decrease of an existing charge for parking facilities presently provided, without negotiations as referred to in Article 7, the remedy shall be to direct negotiations with respect to such parking fee or charge, and return of charges collected, where appropriate.
- v. Where the arbitrator finds that there has been a failure to reimburse an employee for job-related expenses approved in advance in writing by the department chair, as referred to in Article 8, the remedy shall be to direct reimbursement.
- vi. Where the arbitrator finds that there has been a failure to reimburse an employee approved in advance in writing by the department chair to be in travel status, for travel expenses at the rates referred to in Article 9, the remedy shall be to direct reimbursement in accordance with the Rules and Regulations of the Comptroller.
- vii. Where the arbitrator finds that there has been a failure to exclude the time spent on a leave approved pursuant to Section 12.1 in calculating the total number of semesters for which an employee is eligible to be considered for employment within the bargaining unit, the remedy shall be to direct that such time be excluded in determining such eligibility.
- viii. Where the arbitrator finds that there has been a failure to permit posting of appropriate notices on bulletin boards in accordance with the provisions of Article 14, the remedy shall be to direct the posting of such materials.
- ix. Where the arbitrator finds that there has been a failure to follow the procedural steps for approval of employee requests for leave for personal illness, as referred to in Section 18.1, the remedy shall be to direct that the procedural steps be followed.
- x. Where the arbitrator finds that there has been a failure to pay an employee for a holiday, as referred to in Section 18.2, the remedy shall be to direct that such employee be paid for the holiday.
- xi. Where the arbitrator finds that there has been a failure to issue a letter of notification containing the requisite information, referred to in Article 20, the remedy shall be to direct the issuance of such letter.
- xii. Where the arbitrator determines that there has been a failure to post a list of departments/work areas that employ TA/GAs in the previous year, as referred to in subsection 21.1, the remedy shall be to direct the posting of such list.
- xiii. Where the arbitrator determines that there has been a failure to post a

list of vacancies assigned to nonacademic department work areas, as referred to in subsection 21.3, the remedy shall be to direct the posting of such vacancies immediately if the positions are still available.

- xiv. Where the arbitrator finds that a department has established a mandatory evaluation procedure but has not conducted an evaluation, referred to in Article 22, the remedy shall be to direct that such evaluation be conducted. No appointment shall be extended by the effect of this provision.
- xv. Where the arbitrator finds that there has been a failure to keep employees' personnel files at a centrally designated location on campus, as referred to in Article 23, the remedy shall be to direct such files be kept at a centrally designated location on campus.
- xvi. Where the arbitrator finds that a document required to be included in the employee's personnel file, referred to in Article 23, has failed to be so included, the remedy shall be to direct that such document be included.
- xvii. Where the arbitrator finds that there has been a failure to allow an employee, or such employee's representative, on request, to review the employee's personnel file during normal business hours under the provisions of Article 23, the remedy shall be to direct that an opportunity for such review be provided.
- xviii. Where the arbitrator finds that copies of materials in an employee's personnel file, referred to in Article 23, have not been made available to the employee upon the employee's request, the remedy shall be to direct that such materials be made available at the employee's expense.
- xix. Where the arbitrator finds that there has been a failure to attach a written response received from an employee to a supervisory evaluation in the employee's personnel file under the provisions of Article 23, the remedy shall be to direct that any written response be attached to the evaluation.
- xx. Where the arbitrator finds that there has been a failure to provide GSEU no later than November 15 and March 15 of each year with a list of employees that includes the information specified in Section 26.2, the remedy shall be to direct that the list be provided.

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.

§ 16.10 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.
3. For the purposes of time limits under this Article, a grievance shall be deemed to have been filed on December 20th if it is in fact received before the close of business on the fifth business day from January 20th.

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 30 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 16.9 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. However, where there is a conflict between grievant's campus responsibilities and attendance at the arbitration hearing, grievant's campus responsibilities shall be rescheduled to permit attendance at such arbitration hearing.

§ 16.11 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

§17.1 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.

§17.2 For purposes of this Article, a disciplinary penalty is defined exclusively as the issuance of an official letter of reprimand, implementation of a monetary fine, imposition of a suspension without pay, or discharge from employment. 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-renewal, loss of funding, or terminations due to physical or mental incapacity, nor shall such actions be regarded as a disciplinary penalty.

§17.3 Disciplinary Procedures for disciplinary penalties other than discharge from employment.

- a. In the event the campus has imposed a disciplinary penalty as defined in Section 17.2 other than discharge from employment, the employee shall have, upon the filing of a timely request, the right to meet with the President's designee so that the employee may respond to the charges that are the basis for the discipline.
- b. Within five (5) calendar days of the effective date of implementation of such penalty or the date upon which the employee should reasonably have been aware such penalty was to be implemented, whichever is later, the employee may file a written request for a meeting with the President's designee. Such written request shall be filed by the employee by personal service or certified mail RRR. Such request shall be considered filed on the date of delivery for personal service or upon the date of postmark for date of mailing affixed by the U.S. Postal Service on the return receipt for certified mail. In the event a request is not filed within the above specified time limits, all rights and entitlements contained in this Article and otherwise applicable shall be deemed waived.
- c. The employee may elect to be accompanied to such meeting by a representative of the GSEU. Such election must, however, be clearly stated within the written request for a meeting with the President's designee. In the event an employee does not clearly state in such written request that he/she will be accompanied by a GSEU representative, it shall be deemed a waiver of such right for purposes of the meeting with the President's designee.

- d. Within five (5) calendar days of the employee's filing of a request for a meeting with the President's designee, the President's designee shall initiate the scheduling of a meeting with the employee for purposes of discussing the basis for the implementation of the disciplinary penalty. The President's designee shall send written confirmation to the employee identifying the time, date and place where such meeting will be held. Accompanying such written confirmation shall be a brief written description of the basis for the implementation of the disciplinary penalty. In the event the employee has indicated in his/her written request that he/she will be accompanied to such meeting by a representative from the GSEU, the appropriate campus GSEU representative as identified under Article 26 of the Agreement will be the person to whom all scheduling matters and materials will be directed.

§17.4 Disciplinary Procedures for Discharge

- a. The procedures contained in this Section shall be applicable only where the campus has imposed a disciplinary penalty of discharge from employment as defined in Section 17.2.
- b. Within ten (10) calendar days of the effective date of the discharge from employment, the President's designee shall personally deliver or send by certified mail a brief written description of the basis for implementing such disciplinary penalty. Such brief description should contain information sufficient to understand the nature of precipitating event or events, such as times, dates and places if applicable.
- c. Within five (5) calendar days of receipt of the written notification from the President's designee referred to in 17.4b, the employee may file a demand for a review by the President's designee of the basis for the disciplinary discharge from employment. Such demand shall be filed by the employee by personal service or certified mail. Such demand shall be considered filed on the date of delivery by personal service or upon the date of the postmark affixed by the U.S. Postal Service on the return receipt for certified mail. In the event such demand is not filed within the above-specified time limits, all rights and entitlements contained in this Article and otherwise applicable shall be deemed waived.
- d. The employee may elect to be represented by GSEU for the purposes of the Review by the President's designee. Such election, however, must be clearly stated within the written demand for a Review by the President's designee. In the event an employee does not clearly state in such written demand that he/she will be represented by GSEU, it shall be deemed a waiver of such right for purposes of the Review by the President's designee.
- e. Within five (5) calendar days of the employee's filing of a demand for a Review, the President's designee shall initiate the scheduling of a Review

Meeting for the purposes of reviewing the basis for implementation of the disciplinary discharge from employment. The President's designee shall send written confirmation to the employee identifying the time, date and place where such meeting will be held. In the event the employee has indicated in her/his written request that he/she will be accompanied to such meeting by a representative from the GSEU, the appropriate campus GSEU representative as identified under Article 26 of the Agreement will be the person to whom all scheduling matters and materials will be directed.

f. Decision of President's designee

Within ten (10) calendar days of the meeting with the President's designee, held pursuant to Section 17.4 of this Article, the President's designee shall issue a written decision regarding her/his review of the basis for implementation of the disciplinary discharge from employment. Such written decision shall contain a summary of the arguments and evidence offered in support of the basis provided in 17.4 b for the disciplinary discharge, a summary of the arguments and evidence provided for mitigation of discharge from employment as the disciplinary penalty, a conclusion as to what action, if any, will be taken by the President's designee, and a brief rationale for such conclusion. Such written decision shall be final and binding, and not subject to appeal in any forum.

§17.5 Time Limits

The time limits set forth in this Article may be mutually extended by the parties in writing.

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 (July 1 - June 30) 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 (July 1 - June 30) 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. In the event the employee has been granted a leave for personal illness pursuant to Section §s (a) or (b) of this Article and the specific condition upon which such leave was granted continues after the five (5) days has been exhausted, the employee shall be eligible for up to an additional twenty-eight (28) consecutive calendar days of leave without pay once during the period identified in the letter of notification as the anticipated duration of employment or the current academic year. Such leave shall be subject to prior approval of the President's designee upon substantiation of the conditions under Sections (a) or (b) of this Article as applicable. As a condition precedent to the approval of the President's designee for such leave without pay, the employee must submit documentation that she/he will remain continuously enrolled and will be in good academic standing throughout the employment period of leave without pay. Reinstatement as a GA/TA following leave without pay will be contingent upon verification that the student maintained continuous enrollment and remained in good academic standing throughout the period.

- d. 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 Leaves

Holidays (New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Election Day, Thanksgiving Day and Christmas Day.) when classes are not in session on the college campus shall be treated as holidays with pay for employees in this unit.

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 appointment;
4. eligibility for health benefits;
5. general summary of duties and responsibilities of the position;
6. 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 1104, and is covered by a collective bargaining agreement between the GSEU and the State and that further information is available at www.gseu.org; and
7. a statement that Graduate student employees on a full/half assistantship are generally expected to provide 20/10 hours of service per week. Employees in this bargaining unit are engaged in professional activities of such a nature that the output produced or the result accomplished often cannot be precisely measured in relation to a given period of time. It is therefore anticipated that there will be fluctuations above and below these general expectations.

Article 26

Lists

- § 26.1 If available, and where practicable, a College may provide GSEU each September and February with a list of employees in the State University Graduate Student Negotiating Unit. The purpose of such list is to assist GSEU in identifying employees in the bargaining unit, and their departments or non-academic department management work areas. The College, in its discretion, may provide any additional information it deems appropriate. The parties recognize that any information made available pursuant to this provision may be incomplete or unreliable since it is being provided early in the semester.
- § 26.2 No later than November 15 of each year, and March 15 of each year, the State shall provide GSEU with a list of employees in the State University Graduate Student Negotiating Unit which shall include employees' names, institutions, department or non-academic department management work areas, University titles, stipend amounts, assistantship fraction, and SEHP enrollment status, and address of record where available.
- § 26.3 No later than November 15 of each year, and March 15 of each year, GSEU shall provide the State with a list of all individuals exclusively authorized to represent GSEU in campus matters. GSEU shall concurrently provide such information to the campus president. The list shall include names, institutions, departments or non-academic department management work areas, University titles and GSEU titles of each representative.

Article 29

Employee Assistance Work-Life Program

In recognition of the mutual advantage to the employee and the employer inherent in an employee assistance program, the State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amount of \$40,000 for the term of the Agreement to fund the activities of the Employee Assistance Program. The present joint labor/management arrangement, which recognizes the need for combined representation of all employee negotiating units and the State in a single work place employee assistance program, shall continue.

Article 30

Professional Development Committee

For the term of this Agreement, a joint Statewide Professional Development Committee will be established to review, make recommendations and implement programs for professional development. The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amount of \$600,000 for the term of the Agreement for the purpose of funding professional development initiatives. This program shall expire on June 30, 2007.

Appendix A-7

February 14, 2005

Ms. Kathleen Sims
Executive Vice President Education Division
CWA 1104/GSEU
107 Murray Street
Binghamton, NY 13905

Dear Ms Sims,

Article 20 of the Agreement provides for a letter of notification of employment to be issued to each employee which shall contain the anticipated duration of employment.

In the event an employee's tuition scholarship is reduced during the period identified in the letter of notification as the anticipated duration of employment, such employee shall be entitled to meet with the campus administrative officer responsible for graduate programs. In the event the employee submits a written request for such meeting to the campus administrative officer responsible for graduate programs within ten (10) calendar days of notification that her/his tuition scholarship will be reduced during the stated period of employment, the campus administrative officer shall meet with the employee within the (10) calendar days of such administrative officer's receipt of the written request for the meeting. The purpose of such meeting shall be to discuss the reduction in tuition scholarship. In the event the employee does not submit a written request for such meeting to the campus administrative officer responsible for graduate programs within ten (10) calendar days of notification that her/his tuition scholarship will be reduced during the stated period of employment, there shall be no further entitlement to a meeting with such campus administrative officer. The employee may elect to be accompanied to such meeting by a representative of the GSEU. Such election must, however, be clearly stated in the employee's written request for the meeting with the campus administrative officer response for graduate programs. In the event an employee does not clearly state in such a written request that she/he will be accompanied by a GSEU representative, it shall be deemed a waiver of such right for purposes of such meeting.

Sincerely,

Chris Eatz
Chief Negotiator

Side Letter

Review of Lump Sum Eligibility

February 14, 2005

Ms. Kathleen Sims
Executive Vice President Education Division
CWA 1104/GSEU
107 Murray Street
Binghamton, NY 13905

Dear Ms. Sims:

The parties agree to review those situations where an employee otherwise eligible to receive a cash lump sum payment, detailed under Article 5 of the Agreement, does not receive such payment due to absence from the State payroll occasioned by an academic project or assignment attendant to such employee's degree program.

Sincerely,

Chris Eatz
Chief Negotiator

Side Letter

Domestic Partner Eligibility and Wait-Period

February 17, 2005

Ms. Kathleen Sims
Executive Vice President Education Division
CWA 1104/GSEU
107 Murray Street
Binghamton, NY 13905

Dear Ms. Sims:

This letter is to confirm the agreement between the Governor's Office of Employee Relations and the Graduate Student Employees Union (GSEU) regarding Domestic Partner eligibility.

Effective June 1, 2005, the current *Application for Health Insurance Benefits for Domestic Partners of Active New York State Employees, Affidavit of Financial Interdependence for Domestic Partners* and other related documents shall be amended to reflect the following changes in eligibility requirements:

1. The GSEU represented employee and their Domestic Partner must satisfy a six-month residency and financial requirement for the Domestic Partner to be eligible for NYSHIP Health Insurance coverage.
2. The GSEU represented employee may not enroll another Domestic Partner or re-enroll the same Domestic Partner in NYSHIP until one year after the date the Termination of Domestic Partnership form is filed with the Agency Health Benefits Administrator.

The amended time requirements as stated above replace the one-year interdependency period and two-year waiting period currently in place.

Please sign below to indicate your agreement with the contents of this letter.

Sincerely,

Priscilla E. Feinberg
Associate Director