AGREEMENT

between the

STATE OF NEW YORK
and
COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1104/
GRADUATE STUDENT EMPLOYEES UNION

July 2, 2009 – July 1, 2016

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STATE UNIVERSITY
GRADUATE STUDENT NEGOTIATING UNIT
AGREEMENT

Agreement made by and between the Executive Branch of the State of New York ("State") and Communications Workers of America ("CWA") Local 1104/Graduate Student Employees Union ("GSEU").

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 Article 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 Article 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 Effective October 1, 2009*, the stipend of incumbents of positions in the State University Graduate Student Negotiating Unit as of September 30, 2009, shall be increased by two percent (2.0%).

5.2 Effective concurrent with the effective date of the increase in Article 5.1, the minimum stipend for the 2009-10 academic year for employees on full assistantships who are currently employed at University Center campuses shall be $8,758 annually.

5.3 Effective October 1, 2010*, the stipend of incumbents of positions in the State University Graduate Student Negotiating Unit as of September 30, 2010 shall be increased by three percent (3.0%).

5.4 Effective concurrent with the effective date of the increase in Article 5.3, the minimum stipend for the 2010-2011 academic year for employees on full assistantships who are currently employed at University Center campuses shall be $9,021 annually.

5.5 Effective October 1, 2011, employees on a full assistantship who are not eligible for the increase in Article 5.1 or Article 5.3 shall receive a cash lump sum payment of $500. Employees on less than a full assistantship who are not eligible for the increase in Article 5.1 or Article 5.3 shall receive a cash lump sum payment of $250. To be eligible for such payment, an employee must be employed on the effective date of payment and at the time of payment. Employees who receive the increase in Article 5.1 or Article 5.3 are not eligible for this payment.

5.6 Effective October 1, 2014*, the stipend of incumbents of positions in the State University Graduate Student Negotiating Unit as of September 30, 2014 shall be increased by two percent (2.0%).

5.7 Effective concurrent with the effective date of the increase in Article 5.6, the minimum stipend for the 2014-2015 academic year for employees on full assistantships who are currently employed at University Center campuses shall be $9,201 annually.

5.8 Effective October 1, 2015*, the stipend of incumbents of positions in the State University Graduate Student Negotiating Unit as of September 30, 2015 shall be increased by two percent (2.0%).

5.9 Effective concurrent with the effective date of the increase in Article 5.8, the minimum stipend for the 2015-2016 academic year for employees on full assistantships who are currently employed at University Center campuses shall be $9,385 annually.

*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. To be eligible for such payment, an employee must be employed both on the effective date of the increase and at the time of payment.

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

5.11 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.

5.12 Doctoral Program Recruitment and Retention Enhancement Fund

There shall be an appropriation of $669,120 effective July 2, 2014, and $682,502 effective July 2, 2015 for distribution to doctoral degree granting University campuses 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. To be eligible for a payment for retention initiatives, an employee must have been employed on/or after July 2, 2014 and must be employed at the time of payment. This program shall expire on July 1, 2016.

5.13 Comprehensive College Graduate Program Recruitment and Retention Fund

There shall be an appropriation of $195,330 effective July 2, 2014, and $199,237 effective July 2, 2015 for distribution to certain of the State University of New York Comprehensive Colleges for the purpose of funding graduate program recruitment and retention initiatives. Each 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 graduate degree programs as the campus, in its discretion, determines are in need of enhanced funding for purposes of recruitment and retention. To be eligible for a payment for retention initiatives, an employee must have been employed on/or after July 2, 2014 and must be employed at the time of payment. This program shall expire on July 1, 2016.

5.14 Fee Mitigation Fund

There shall be an appropriation of $577,830 effective July 2, 2014, and $589,387 effective July 2, 2015, for the purpose of funding the cost of various fees, including but not limited to technology fees. Each campus shall receive an allocation from such appropriation proportionate to the total number of employees at such campus. To be eligible for such payment, an employee must be employed at the time of payment. This program shall expire on July 1, 2016.

5.15 Downstate Location Fund

There shall be an appropriation of $350,880 effective July 2, 2014, and $357,898 effective July 2, 2015 for the purpose of funding location adjustments for employees whose work site is New York City, Suffolk, Nassau, Rockland, Westchester, Dutchess, Putnam, or Orange counties. Each campus shall receive an allocation from such appropriation proportionate to the total number of employees at such campus. To be eligible for such payment, an employee must be employed at the time of payment. This program shall expire on July 1, 2016.

5.16 Notwithstanding any other provision of this Agreement, the parties shall meet at the executive level to discuss the reallocation of joint labor-management funds. By mutual agreement of the parties, joint labor-management funds in Article 5 may be reallocated for use by other joint labor-management committees.

Article 6
Health Insurance

6.1 The State will continue the Student Employee Health Plan (SEHP) for hospital, medical and surgical, mental health and substance abuse, prescription drug, dental and vision services through the New York State Health Insurance Program (NYSHIP).

For the majority of services, 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, including those for mental health, 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 percent of allowable expenses after the applicable deductible, if any.

(a) Pre-Certification Requirement

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

6.2 Hospital Network

(a) Inpatient Services

Inpatient hospital semi-private room and board, services and supplies, including blood and blood plasma will be reimbursed at 100 percent of allowable expenses after a $200 copayment 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 after a $200 copayment per admission.

(b) Emergency Services

Covered services rendered in the Emergency Room of a hospital will be covered in full subject to a $25 copayment. 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 member’s life in jeopardy, or cause serious impairment to bodily functions.

(c) Outpatient Services

Outpatient hospital services at a network hospital will be subject to a $15 copayment.

6.3 Medical and Surgical – Network

(a) Doctor's Office Visits

Doctor's office visits will be covered 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 $10 copayment. Outpatient x-ray, lab and pathology services provided during the first 15 visits will be covered in full.

Beginning with the sixteenth 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 percent of allowable expenses after the $100 per person annual deductible. Pursuant to the Patient Protection and Affordable Care Act (PPACA), effective January 1, 2012 the $100 per person annual deductible is now combined for hospital, medical and mental health and substance abuse. 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.

(b) 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 cap throughout the course of the contract. Effective September 1, 2014, or as soon thereafter as practicable, pursuant to PPACA, covered preventive care services will be paid in full when received from a participating provider.

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 $10 copayment for the first 15 occurrences and reimbursed at 80 percent of allowable expenses after the combined $100 per person annual deductible beginning with the sixteenth occurrence.

(c) Mammograms 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 a $10 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 $10 copayment or deductible and coinsurance.

Coverage will be provided for mammographies according to the guidelines outlined below subject to the doctor's office visit limit and a $10 copayment or deductible and coinsurance. Effective September 1, 2014, or as soon thereafter as practicable, pursuant to PPACA, covered preventive care services will be paid in full when received from a participating provider.

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.

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 $10 copayment or deductible and coinsurance.

(d) Maternity Care

Maternity care (pre-natal and post-natal) will be subject to a $10 office visit copayment but the 15 visit limit for doctor's office visits will not apply to maternity care. Effective September 1, 2014, or as soon thereafter as practicable, pursuant to PPACA, covered preventive care services will be paid in full when received from a participating provider.

(e) Chiropractic Treatment and Physical Therapy

Short-term outpatient physical therapy and up to 15 chiropractic treatment visits will be subject to a $10 copayment per visit. The number of physical therapy visits will be pre-certified by the insurance carrier. These visits will not count toward the 15 visit limit.

(f) Ambulatory Surgical Centers

Ambulatory surgical centers are subject to a $10 copayment.

(g) 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.

(h) Hospice Care

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

6.4 Mental Health and Substance Abuse Treatment – Network

(a)Inpatient Mental Health Treatment (general acute or psychiatric hospital or clinic including inpatient and partial hospitalization, intensive outpatient and day treatment programs and 23 hour extended and 72 hour crisis beds)

1. Medically necessary inpatient mental health care is covered in full subject to a $200 copayment per person per admission. A new $200 copayment is required if the admission occurs more than 90 days after the previous admission. All elective admissions must be pre-certified. If pre-certification of an elective admission does not occur, the Plan payment equals 50 percent of the network allowance less the $200 copayment.

(b) Inpatient Mental Health Treatment (residential treatment center, group home or halfway house)

1. Medically necessary inpatient mental health care in an approved facility is covered for up to 30 days per person per year. The Plan pays up to 80 percent of the network allowance less a $200 copayment. A new $200 copayment is required if the admission occurs more than 90 days after the previous admission. All elective admissions must be pre-certified. If pre-certification of an elective admission does not occur, the Plan pays up to 50 percent of the network allowance less the $200 copayment.

(c) Outpatient Mental Health Treatment

1. Medically necessary outpatient mental health treatment is covered up to 15 visits per person per calendar year from a network practitioner subject to a $10 copayment per visit. Beginning with the sixteenth visit, the Plan pays up to 80 percent of the reasonable and customary allowance after the combined annual $100 per person deductible has been met.
2. Medically necessary treatment in a hospital emergency room is covered subject to a $25 copayment (waived if admitted as an inpatient directly from the emergency room).

(d) Inpatient Alcohol and Substance Abuse Treatment – Network

1. Medically necessary detoxification is covered for up to seven days under the hospital benefit. Pursuant to Federal Mental Health Parity changes, the seven day limitation on medically necessary detoxification has been removed.
2. Inpatient alcohol and substance abuse treatment is not a covered benefit.

(e) Outpatient Alcohol and Substance Abuse Treatment

1. Medically necessary outpatient alcohol and substance abuse treatment that has been pre-certified is covered subject to a $10 copayment per visit. Twenty visits for family members are covered annually subject to a $10 copayment per visit. When multiple visits per week are pre-certified, only two copayments will be required.

6.5 Emergency Ambulance Services – Network

Commercial ambulance charges for transportation to the nearest hospital where emergency care can be performed are not subject to deductible or coinsurance. Medically necessary emergency ambulance services will be subject to a $15 copayment.

6.6 Human Donor Transplants – Network

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.

6.7 Prescription Drug Program — Network

Student Health Center

Coverage will be provided for prescription drugs subject to a $7 copayment per script at the Student Health Center.

(a) Network Pharmacy

Effective September 1, 2014, or as soon as practicable thereafter, the preferred brand and non-preferred brand-name copayment for prescription drugs purchased at a retail pharmacy or the mail service pharmacy for up to a 30-day supply shall increase as follows:

$5 Generic
$25 Preferred Brand
$45 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 ($40).

(b) Mail Service Pharmacy

Effective September 1, 2014, or as soon as practicable thereafter, the preferred brand and non-preferred brand-name copayment for prescription drugs purchased through the mail service pharmacy for a 31-90 day supply shall increase as follows:

$5 Generic
$50 Preferred Brand
$90 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 ($90).

(c) Generic Appeal

The generic appeal process is available to SEHP enrollees.

(d) Prescription Drug Benefit

Effective January 1, 2010, the prescription drug maximum shall increase to $3,000. Pursuant to PPACA, effective January 1, 2014, annual benefit maximums will no longer apply. 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.

(e) New To You

Effective September 1, 2014, or as soon thereafter as practicable, “new-to-you” prescriptions will require two 30 days fills at a retail pharmacy prior to being able to obtain a 90 day fill through a mail service pharmacy.

6.8 Vision Care Benefit – Network

Routine eye care refraction is provided to each covered individual once every two years subject to a $10 copayment.

Select frames and lenses offered by a participating provider will be paid in full. Covered individual may select the Plan contact lenses (daily-wear, disposable or planned replacement) instead of eyeglasses. Benefits are available to covered individual, covered individual 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.

6.9 Dental Care Benefit – Network

Dental examinations including cleaning and bitewing x-rays will be available to covered individuals twice each year subject to a $20 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. Coverage is provided for two fillings per year for an additional $10 copayment per filling.

6.10 Non-Network Benefits

Non-Network benefits will be provided when:

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

6.11 Hospital - Non-Network

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

6.12 Medical/Surgical – Non-Network

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 percent of allowable expenses after the $200 copayment per admission.

6.13 Emergency Services – Non-Network

Emergency services will be covered in full subject to a $25 copayment.

6.14 Outpatient Services — Non-Network

The following outpatient services will be reimbursed at 80 percent of allowable expenses after a combined $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;
7. Mammography screening subject to the guidelines for coverage as outlined in Article 6.3 above; and
8. Hemodialysis, chemotherapy, and radiation therapy.

Pre-certification Requirement – Non-Network

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.

6.15 Chiropractic Treatment and Physical Therapy – Non-Network

Short-term physical therapy and chiropractic treatment will be reimbursed up to 80 percent of allowable expenses after a separate $100 deductible is met.

6.16 Prescription Drug Program – Non-Network

If a covered individual does not use a network pharmacy, the covered individual must submit a claim to the Pharmacy Benefits Manager. If a covered individual's prescription was filled with a generic drug or a preferred brand-name or a non-preferred brand-name drug with no generic equivalent, the covered individual will be reimbursed up to the amount the program would reimburse a network pharmacy for that prescription. If the covered individual's prescription was filled with a preferred brand-name or a non-preferred brand-name drug that has a generic equivalent, the covered individual will be reimbursed up to the amount the program would reimburse a network pharmacy for filling the prescription with the drug's generic equivalent.

6.17 Mental Health and Substance Abuse Treatment – Non-Network

(a) Inpatient Mental Health Treatment (general acute or psychiatric hospital or clinic including inpatient and partial hospitalization, intensive outpatient and day treatment programs and 23 hour extended and 72 hour crisis beds)

1. Medically necessary inpatient mental health care coverage at a non-network facility is available. The Plan pays up to 80 percent of the allowable amount less a $200 copayment. A new $200 copayment is required if the admission occurs more than 90 days after the previous admission. All elective admissions must be pre-certified. If pre-certification of an elective admission does not occur, the Plan pays up to 50 percent of the network allowance less the $200 copayment.

(b) Inpatient Mental Health Treatment (residential treatment center, group home for halfway house)

1. Not a covered benefit.

(c) Outpatient Mental Health Treatment

1. Medically necessary outpatient mental health treatment received from a non-network provider is available. The Plan pays up to 80 percent of the allowable amount after the combined annual $100 per person deductible has been met.
2. Medically necessary treatment in a hospital emergency room is covered subject to a $25 copayment (waived if admitted as an inpatient directly from the emergency room).

(d) Inpatient Alcohol and Substance Abuse Treatment

1. Medically necessary detoxification is covered for up to seven days under the hospital benefit. Pursuant to Federal Mental Health Parity changes, the seven day limitation on medically necessary detoxification has been removed.
2. Inpatient alcohol and substance abuse treatment is not a covered benefit.

(e) Outpatient Alcohol and Substance Abuse Treatment

1. Medically necessary outpatient alcohol and substance abuse treatment that has been pre-certified is covered for up to 60 visits annually (20 of which can be used by family members) subject to a $10 copayment per visit. If treatment is not pre-certified the Plan pays up to 50 percent of the allowable expenses less the $10 copayment.

6.18 Hospice Care – Non-Network

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

6.19 Ambulance Service – Non-Network

Commercial ambulance charges for transportation to the nearest hospital where emergency care can be performed are not subject to deductible or coinsurance. Medically necessary ambulance services will be subject to a $15 copayment.

6.20 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. Pursuant to PPACA, effective January 1, 2014, annual benefit maximums will no longer apply.

6.21 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 50 percent of the July 2, 2009 minimum stipend for employees on full assistantships at University Center campuses which is $8,586.

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 50 percent of the minimum stipend established in Article 5 for employees on full assistantships at University Center campuses as of July 2, 2009 ($8,586) when annualized over each respective July 2 through July 1.The dependents of an eligible employee are also eligible. An eligible dependent is a spouse, including a legally separated spouse, or dependent children up to age of 26. 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.

6.22 Domestic Partnerships

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.

6.23 Summer Health Insurance

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.

6.24 SUNY Visa Holders

State University of New York 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 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.

State University of New York 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.

6.25 Enrollment

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

An eligible employee may enroll himself/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 (i.e., marriage, birth, entry into the country, involuntary loss of prior coverage).

If an eligible employee fails to enroll himself/herself and eligible dependents as provided in Article 6.21, the employee may enroll himself/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 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 Article 6.21, 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 Article 6.21 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.

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 appropriate timeframes described in Article 6.21. Late enrollment in the SEHP as provided in Article 6.21 does not entitle them to withdraw from the mandatory insurance program except at times designated by the campus.

6.26 Employer Contribution

Effective September 1, 2014, or as soon as practicable thereafter, the State will contribute:

- 88 percent of the cost of individual coverage for domestic students and SUNY F1 Visa holders, and
- 73 percent 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:

- 88 percent 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, 73 percent 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 (i.e., 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.

6.27 Joint Committee on Health Benefits

The State and GSEU agree to establish a Joint Committee on Health Benefits relating to the SEHP. The Joint Committee on Health Benefits 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 on Health Benefits.

The Joint Committee on Health Benefits 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 on Health Benefits 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 shall establish methods and procedures for review of disputed medical claims.
5. The Joint Committee on Health Benefits shall request administrative and technical assistance from appropriate State agencies and/or other sources deemed necessary and approved by the Joint Committee on Health Benefits.
6. The Joint Committee on Health Benefits 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 on Health Benefits shall work with appropriate State agencies to monitor future employer and employee SEHP cost adjustments.
8. The Joint Committee on Health Benefits will work with appropriate State agencies to make mutually agreed upon changes to the SEHP.
9. Through the Joint Committee on Health Benefits process, the State and GSEU will continue to explore ways to inform GSEU members of the advantages of taking generic or preferred brand-name prescription drugs when discussed with their physician and clinically appropriate.
10. The Joint Committee on Health Benefits will explore the feasibility, cost, access and other concerns for adding dental coverage for extractions, root canal, bridges and crowns.

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 Executive Vice 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, where such parking fees are charged.

Article 8
Job-Related Expenses

With prior written approval of the department chair or the designated account manager for the unit making the reimbursement or their designees, 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 With prior written approval of the department chair, the State agrees to reimburse, on a per diem basis as established by Rules and Regulations of the Comptroller, employees 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 paragraphs 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.

5. 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 Executive Vice 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

GSEU may request employee organization leave for a reasonable number of employees to meet with the State as members of GSEU's negotiating team. Such leave shall be requested in periods of either one semester or two semesters at a time. Request for such leave shall be submitted to the State with a minimum of 30 calendar days advance notice.

The time spent on a leave pursuant to this Article shall not be counted in calculating the total number of semesters for which an employee is eligible to be considered for employment within the bargaining unit.

An employee for whom such leave is requested and granted shall remain subject to any requirements for renewal or continuation of the academic program.

An employee who fails to maintain status as a graduate student, and therefore is no longer a member of the bargaining unit, shall not be eligible for leave under this provision.

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 provisions of Section 46 of Chapter 283 of the Laws of 1972.

12.2 Leaves for Elected Union Officers

Upon the request of the GSEU Executive Vice 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 Applicable to Employee Organization Leave Requests

(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
Family Benefits Program/Work-Life Services

13.1 The Executive Vice President of GSEU may appoint one representative to serve on the Family Benefits/Work-Life Services 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. The State shall provide a contribution of $600 per eligible DCAA enrollee subject to appropriations in Article 13.3 and IRS Rules and Regulations.

13.3 The State shall prepare, secure introduction and recommend passage of legislation for an appropriation in the amount of $83,640 effective July 2, 2014 and $85,313 effective July 2, 2015 to support committee initiatives and to carry out the administrative responsibilities of the committee. This program shall expire on July 1, 2016.

13.4 The Joint Labor-Management Advisory Board, which recognizes the need for combined representation of all employee negotiating units and the State in a single work place Family Benefits Program, shall continue.

13.5 In the interest of providing greater availability of dependent care and other services to GSEU represented employees and maximizing resources available, the Family Benefits Programs may support additional initiatives as recommended by the Advisory Board.

13.6 Notwithstanding any other provision of this Agreement the parties shall meet at the executive level to discuss the reallocation of joint labor-management funds. By mutual agreement of the parties, joint labor-management funds in Article 13 may be reallocated for use by other joint labor-management committees.

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. At campuses where fifty or more graduate and teaching assistants work, the State shall provide and install one campus bulletin board for GSEU use. 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, except that election material relating to internal GSEU elections may be posted on such bulletin boards.

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 as being inconsistent with the authorization provided in this Article shall be promptly removed. Within ten working days after such removal, the GSEU Business Agent shall be provided with a written

statement of the reasons. 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 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 Article 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 Article 18.1.

(j) Failure to grant an employee a holiday leave with pay, as referred to in Article 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 Teaching Assistants/Graduate Assistants in the previous year, as referred to in Article 21.1

(m) Failure to post a list of vacancies assigned to nonacademic department work areas, as referred to in Article 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, or the employee's representative, 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 make available written policies on workload currently in effect to an employee upon the employee's written request for such policies under the provisions of Article 24.

(u) 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 Article 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 Article16.2.

(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 Article 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 Article 16.2. 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 the Executive Vice President or designee of 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 Article 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 Executive Vice 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 Article 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 Article 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 Article 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 Article 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 Article 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 Teaching Assistants/Graduate Assistants in the previous year, as referred to in Article 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 Article 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 make available written policies on workload currently in effect to an employee upon the employee's written request for such policies under the provisions of Article 24, the remedy shall be to direct that such policies be provided to the employee.

xxi. 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 Article 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 Executive Vice 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 Article 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 Article 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 return receipt requested. 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 Article shall be applicable only where the campus has imposed a disciplinary penalty of discharge from employment as defined in Article 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 Article 17.4(b), 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 and any further review.

(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 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 will be the person to whom all scheduling matters and materials will henceforth be directed.

(f) Decision of President's Designee

Within ten (10) calendar days of the meeting with the president's designee, held pursuant to Article 17.4, the president's designee shall issue a written decision regarding his/her 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 Article 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 delivered to the employee by personal service or by certified mail return receipt requested. Such written decision shall be considered received by the employee on the date of personal service or upon the date of receipt as appears on the return receipt for certified mail.

(g) Within five (5) calendar days of receipt of the written decision by the president's designee, the employee may file a demand for a review of such written decision by the SUNY System Administration Office of Employee Relations. Such demand shall be considered filed on the date of delivery by personal service or mailing by certified or registered mail, return receipt requested, as evidenced by the date of the postmark affixed by the U.S. Postal Service on the 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. Such demand shall include such argument and/or evidence as the employee wishes to have considered in the review of the written decision by the president's designee.

(h) Decision of the System Administration Office of Employee Relations, Chancellor's designee. Within ten (10) calendar days of receipt of the employee's demand for a review of the written decision by the president's designee, the System Administration Office of Employee Relations (Chancellor's designee) shall issue a written decision. Such written decision may overturn or uphold the written decision of the president's designee in whole or part. In so doing, the Chancellor's designee may sustain or vacate the discharge, or implement a different disciplinary penalty in lieu of discharge. In no event shall the Chancellor's designee substitute judgment on any matters pertaining to academic standing, academic progress or other issues pertaining to student status other than that attendant to reinstatement to employment if the discharge is vacated. Such written decision shall be final and binding and not subject to appeal or review in any forum, and shall be transmitted to the employee by personal service or certified mail, return receipt requested.

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 five (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 five (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 Sections (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 he/she will remain continuously enrolled and will be in good academic standing throughout the employment period of leave without pay. Reinstatement as a Graduate Assistant/Teaching Assistant 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 19
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. 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 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 Teaching Assistants/Graduate Assistants in the previous year. Such list shall be posted at a designated campus location which shall be made known to GSEU. Colleges or University Centers that have more than one campus will post the list at a designated location on each campus.

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

21.3 Availability of Graduate Assistant vacancies assigned explicitly to non-academic department management work areas should be announced as far in advance as feasible. Such list shall be posted at a designated campus location made known to the GSEU. Colleges or University Centers that have more than one campus will post the list at a designated location on each campus.

Article 22
Evaluations

Where written employee evaluations are conducted, employees shall be notified in writing of the procedure used for such evaluations. Within ten calendar days of the employee's receipt of a written evaluation, the employee may submit a formal written response that will be attached to the evaluation. The written evaluation and the employee's formal written response shall be placed in the employee's official personnel file.

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. A representative of GSEU designated pursuant to Article 26.3, having written authorization from the employee concerned, and in the presence of a representative of the University, may examine the official personnel file of the employee.

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
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, line numbers, 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 27
Information

The State shall make available to GSEU, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to the collective negotiating unit and in the possession of the State as are necessary for the preparation for collective negotiations and the processing of grievances. It is understood that this shall not be construed to require the State to compile information and statistics in any specific form unless mutually agreeable.

Article 28
Retirement Income Supplementation Programs

28.1 The TIAA-CREF supplemental retirement annuity program which is currently available to State University managerial employees shall continue to be made available to employees.

28.2 An additional annuity contract may be provided through GSEU pursuant to 28 United States Code, Section 403(b) from any "financial organization" (as defined in State Finance Law, Section 201.6(a)) in which employees may participate by voluntary payroll deductions to be transmitted directly to the financial organization by the State Comptroller.

28.3 An individual retirement account plan may be provided through GSEU by a "financial organization" (as defined in State Finance Law, Section 201.6) pursuant to the Economic Recovery Tax Act of 1981 (P.L. 97-34) in which employees may participate by voluntary payroll deductions.

Article 29
Employee Assistance Program/Work-Life Services

29.1 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 $11,220 effective July 2, 2014 and $11,444 effective July 2, 2015 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. This program shall expire on July 1, 2016.

29.2 Notwithstanding any other provision of this Agreement, the parties shall meet at the executive level to discuss the reallocation of joint labor-management funds. By mutual

agreement of the parties, joint labor-management funds in Article 29 may be reallocated for use by other joint labor-management committees.

Article 30
Professional Development Committee

30.1 A joint Statewide Professional Development Committee shall 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 $167,280 effective July 2, 2014 and $170,626 effective July 2, 2015 for the purpose of funding professional development initiatives. This program shall expire on July 1, 2016.

30.2 Notwithstanding any other provision of this Agreement, the parties shall meet at the executive level to discuss the reallocation of joint labor-management funds. By mutual agreement of the parties, joint labor-management funds in Article 30 may be reallocated for use by other joint labor-management committees.

Article 31
Accidental Death Benefit

In the event an employee dies on or after July 2, 2007 as the result of an accidental on-the-job injury and a death benefit is paid pursuant to the Workers' Compensation Law, the State shall pay a death benefit in the amount of $50,000 to the employee's surviving spouse and children to whom the Workers' Compensation Accidental Death Benefit is paid and in the same proportion as the Workers' Compensation Accidental Death Benefit is paid. However, in the event that the employee has no surviving spouse and children and the Workers' Compensation Accidental Death Benefit is paid to the deceased employee's estate, then the State shall pay this death benefit to the employee's estate.

Article 32
Printing of Agreement

The Graduate Student Employees Union shall cause this Agreement to be printed and shall furnish the State with a sufficient number of copies for its use. The State agrees to provide each employee initially appointed on or after the date of this Agreement a copy thereof as soon as practicable following the employee's first day of work. The cost of printing this Agreement shall be shared equally by the State and GSEU.

Article 33
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 34
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 35
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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Article 36
Duration of Agreement

This Agreement shall be effective from July 2, 2009 through July 1, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on September 22, 2014.

New York State
Governor's Office of Employee Relations

Joseph M. Bress
Chief Negotiator

Michael N. Volforte
Interim Director
Governor's Office of Employee Relations

Phyllis A. Volpe
Assistant Director
Governor's Office of Employee Relations

Raymond L. Haines, Jr., Esq.
Chief University Negotiator
Associate Vice Chancellor of Employee Relations
SUNY System Administration

Darryl Decker
Director, Employee Benefits Management Unit, GOER

Julie Petti
Director, University-wide Human Resources
SUNY System Administration

Liesl Zwicklbauer, Esq.
Assistant Vice Chancellor of Employee Relations
SUNY System Administration

Communications Workers of America Local 1104/Graduate Student Employees Union

Mia Jorgensen
Executive Vice President Education Division and Chief Negotiator

William G. Schimmel
Counsel

CWA Local 1104/GSEU Negotiating Team
Monazir Khan
Business Agent At Large

James Searle
Business Agent Albany

Nicole D'Anna
Steward

Victoria Brown
Business Agent Binghamton

Juhi Roy
Business Agent Buffalo

Selin Gonen
Business Agent Stony Brook

Kent Henderson
Steward

APPENDICES

Appendices are explanatory statements of mutual intent. While appendices are not part of the collective bargaining agreement, the State and CWA Local 1104/GSEU are fully committed to observing the concepts articulated herein.

Appendix A-1

March 17, 1994

Ms. Anna Geronimo, President
Graduate Student Employees Union/
Communications Workers of America, Local 1188

Dear Ms. Geronimo:

This shall confirm our mutual understanding regarding health insurance coverage for employees who are visa holders.

a. Domestic students, permanent residents and resident aliens may enroll in the SUNY Sponsored Graduate Student Employee Health Insurance Plan (SEHP) if they meet the eligibility requirements for an employer contribution.
b. SUNY J1 and J2 visa holders who meet the eligibility requirements for an employer contribution 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/J2 visa holder provides proof of other coverage that, in the State University's judgment, meets or exceeds the federal requirements.
c. Other than those specified in paragraphs a. and b. above, all other visa holders who meet the eligibility requirements for an employer contribution must enroll in the SEHP. The State University may waive this requirement to enroll if the visa holder can show proof of other coverage that, in the State University's judgment, meets or exceeds the coverage provided by the SEHP.

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

Sincerely,

Joseph M. Bress
Director
Governor's Office of Employee Relations

Countersigned for GSEU:
Anna Geronimo, President
Graduate Student Employees Union/
Communications Workers of America, Local 1188

Appendix A-2

March 17, 1994

Ms. Anna Geronimo, President
Graduate Student Employees Union/
Communications Workers of America, Local 1188

Dear Ms. Geronimo:

This will confirm the intent of the parties with respect to a reasonable number of employees designated by the union to serve on its bargaining team pursuant to Section 1 of Article 12 of the Agreement.

GSEU shall make its best effort to notify the State during the first month of the semester immediately preceding the commencement of collective negotiations of the employees it has designated to serve on its bargaining team pursuant to the provisions of Article 12 of the Agreement. Upon receipt of this notification, the State and the University shall work with affected campuses, using their best efforts to facilitate reassignments, where possible, for those members of the bargaining team who otherwise would be responsible for teaching or other scheduled activities.

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

Sincerely,

Joseph M. Bress, Director
Governor's Office of Employee Relations

Countersigned for GSEU:

Anna Geronimo, President
Graduate Student Employees Union/
Communications Workers of America, Local 1188

Appendix A-3

March 17, 1994

Ms. Anna Geronimo, President
Graduate Student Employees Union/
Communications Workers of America, Local 1188

Dear Ms. Geronimo:

Article 20 of the Agreement requires campuses to issue each appointee a letter of notification that includes, among other items, a general summary of duties and responsibilities of the position. This will confirm our mutual understanding that the general summary of duties and responsibilities shall include the following statement:

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.

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

Sincerely,

Joseph M. Bress, Director

Governor's Office of Employee Relations

Countersigned for GSEU:

Anna Geronimo, President
Graduate Student Employees Union/
Communications Workers of America, Local 1188

Appendix A-4

Memorandum of Understanding
Between
The Graduate Student Employees Union/
Communications Workers of America, Local 1188
And
The State of New York

March 17, 1994

The undersigned agree to and understand the following:

a. If an agreement is not reached in Article 7 parking fee negotiations within 180 days of their commencement, the dispute shall be submitted to final offer binding arbitration, as outlined below:
    1. A demand may be sent by either party to the local American Arbitration Association (AAA) office, requesting a list of arbitrators. A copy of such demand must also be sent to the other party.
    2. If mutual agreement can be reached on the selection of an arbitrator, the AAA selection procedure will not be necessary. If mutual agreement cannot be reached, the AAA rules and procedures regarding the selection of an arbitrator shall govern the selection process.
    3. The arbitrator shall hold hearings on all matters related to the dispute. The parties may be heard either in person, by counsel, or by other representatives, as they may respectively designate. The parties may present, either orally or in writing, or both, statements of fact, supporting witnesses and other evidence and argument of their respective positions. The arbitrator shall have authority to require the production of such additional evidence, either oral or written as desired from the parties and shall provide at the request of either party that a full and complete record be kept of any such hearings, the cost of such record for the arbitrator to be borne by the requesting party. The non-requesting party need only pay the cost of a copy if so desired.
    4. Each party will provide the arbitrator their final offer at the beginning of the hearing, and such offer shall be irrevocable. The arbitrator shall on an issue by issue basis be limited to accepting the final offer of either party, on the issues of monthly rates, daily rate and/or effective date. The arbitrator's decision shall be based solely on the information submitted by the parties.

5. The arbitrator shall specify the basis for the selection of one final offer over the other.
6. The arbitrator's determination shall be final and binding, and issued no later than 30 days after the record is closed.
7. Each party shall be given the opportunity to present its entire case, with the party demanding LOBA proceeding first and the other party second. At the end of the direct testimony, the party demanding LOBA first shall have the option of a closing statement, and the other party shall have the option of the final closing statement. The parties shall have the option of presenting a brief to the arbitrator and/or a factual rebuttal in writing. The brief or rebuttal option shall be chosen by the parties at the conclusion of the hearing, and must be submitted to AAA no later than 15 working days from the close of hearing.

b. The above agreement is limited in scope to disputes regarding parking fee negotiations, and shall not be extended to other disputes, unless mutually agreed by the parties.
c. The arbitrator shall take AAA oath, and shall place witnesses, if any, under oath.
d. Commencing with the first hearing date, the entire process shall take no longer than 60 calendar days.

Sincerely,

Joseph M. Bress, Director
Governor's Office of Employee Relations

Countersigned for GSEU:

Anna Geronimo, President
Graduate Student Employees Union/
Communications Workers of America, Local 1188

Appendix A-5

March 15, 1997

Ms. Kathleen Sims, President
Graduate Student Employees Union/
Communications Workers of America, Local 1188

Dear Ms. Sims:

This shall confirm our mutual understanding regarding Article 18.2 of the Agreement. Employees may be required to work on a holiday when classes are not in session; however, any employee required to work on such holiday shall be granted a compensatory holiday leave day with pay.

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

Sincerely,

Linda Angello, Director
Governor's Office of Employee Relations

Countersigned for GSEU:

Kathleen Sims, President
Graduate Student Employees Union/
Communications Workers of America, Local 1188

Side Letter S-1

January 23, 2001

Mr. Monazir Khan, President
Graduate Student Employees Union
Communications Workers of America Local 1188
PO Box 2093
Albany, NY 12220-2093

Dear Mr. Khan:

This shall confirm our mutual understanding regarding the term "campus" as used in Article 16 (Grievance and Arbitration Procedure) of the Agreement. Campus shall mean a State-operated institution of the State University of New York and is not intended to refer to the different geographic sites operated by such institution.

Sincerely,

Christopher F. Eatz
Assistant Director and Chief Negotiator
Governor's Office of Employee Relations

Countersigned for GSEU:

Monazir Khan, President
Graduate Student Employees Union
Communications Workers of America Local 1188

Side Letter S-2

January 23, 2001

Monazir Khan, President
Graduate Student Employees Union
Communications Workers of America Local 1188
PO Box 2093
Albany, NY 12220-2093

Dear Mr. Khan:

This shall confirm our mutual understanding regarding eligibility for the cash lump sum payments. The Contract language in pertinent part states: "To be eligible for such payment, an

employee must be employed both at the time of payment and been employed the previous semester." Employees, however, who had a break in service the previous semester, but who have at least one semester service immediately prior, are eligible for payment.

Sincerely,

Christopher F. Eatz
Assistant Director and Chief Negotiator
Governor's Office of Employee Relations

Countersigned for GSEU:
Monazir Khan, President
Graduate Student Employees Union
Communications Workers of America Local 1188

Side Letter S-3

February 14, 2005

Ms. Kathleen Sims
Executive Vice President Education Division
Communications Workers of America 1104/
Graduate Student Employees Union
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 his/her tuition scholarship will be reduced during the stated period of employment, the campus administrative officer shall meet with the employee within the ten (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 his/her 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 responsible for graduate programs. In the event an employee does not clearly state in such a written request that he/she will be

accompanied by a GSEU representative, it shall be deemed a waiver of such right for purposes of such meeting.

Sincerely,

Christopher F. Eatz
Assistant Director and Chief Negotiator
Governor's Office of Employee Relations

Countersigned for GSEU:
Kathleen Sims, Executive Vice President
Communications Workers of America, Local 1104/
Graduate Student Employees Union

Side Letter S-4

February 14, 2005

Ms. Kathleen Sims
Executive Vice President Education Division
Communications Workers of America 1104/
Graduate Student Employees Union
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,

Christopher F. Eatz
Assistant Director and Chief Negotiator
Governor's Office of Employee Relations

Countersigned for GSEU:

Kathleen Sims, Executive Vice President
Communications Workers of America, Local 1104/
Graduate Student Employees Union

Side Letter S-5

December 10, 2009

Ms. Kathleen Sims
Executive Vice President Education Division
Communications Workers of America 1104/
Graduate Student Employees Union
107 Murray Street

Binghamton, NY 13905
RE: Pre-Tax Transportation Program

Dear Ms. Sims,

This letter confirms the understandings reached by the parties during negotiations of the 2007-2009 Agreement between the State and CWA Local 1104/GSEU on the subject of a pre-tax transportation benefit pursuant to Internal Revenue Code, 26 U.S.C. §132 and related regulations. Such a benefit provides employees an opportunity to pay for expenses incurred in commuting between work and home.

As a result of the successful pilot program for State employees in the New York City metropolitan area, the State agrees to expand statewide the benefits, terms, and conditions that currently exist in said pilot program. Such expansion would provide those employees not currently eligible due to their work location the ability to use this pre-tax salary deduction program for commuting costs incurred through the use of mass transit.

The State further agrees, following ratification of the Agreement, to make enrollment in this program available as soon as administratively practicable.

Sincerely,

Phyllis A. Volpe
Assistant Director and Chief Negotiator
Governor's Office of Employee Relations

Countersigned for GSEU:

Kathleen Sims, Executive Vice President
Communications Workers of America, Local 1104/
Graduate Student Employees Union

Side Letter S-6

December 10, 2009

Ms. Kathleen Sims
Executive Vice President Education Division
Communications Workers of America Local 1104/
Graduate Student Employees Union
107 Murray Street
Binghamton, NY 13905

RE: Housing

Dear Ms Sims,

During the course of negotiations, CWA Local 1104/GSEU identified the availability of low cost housing to its members as an important item in need of examination and discussion that could not be completed within the time constraints of the current negotiations. This item was

identified to be of particular concern for unit members employed by the State University of New York at Stony Brook.

It is the understanding of the parties that the local Task Force for Graduate and Professional Student Housing at the State University of New York at Stony Brook has been examining this very same matter and intends to continue such examination for the immediate future. CWA Local 1104/GSEU may identify a representative who shall be provided the opportunity to participate in the ongoing discussions of the Task Force for the term of this Agreement. Within ten (10) working days of the execution of this Agreement, the Executive Vice President of CWA Local 1104 shall notify the Dean of the Graduate School in writing as to the person (with contact information) who will participate in this capacity. It is understood by and between the parties that the Executive Vice President of Local 1104/GSEU may change participants prior to the end of September in each academic year covered by the Agreement. In such event, the Executive Vice President shall so notify the Dean of the Graduate School in the manner noted above.

Sincerely,

Phyllis A. Volpe
Assistant Director and Chief Negotiator
Governor's Office of Employee Relations

Countersigned for GSEU:

Kathleen Sims, Executive Vice President
Communications Workers of America, Local 1104/
Graduate Student Employees Union

Side Letter S-7

December 10, 2009

Ms. Kathleen Sims
Executive Vice President Education Division
Communications Workers of America Local 1104/
Graduate Student Employees Union
107 Murray Street
Binghamton, NY 13905

RE: Financial Hardship

Dear Ms Sims,

During the course of negotiations for the 2007-2009 Agreement, the parties discussed GSEU's concern over the period of time that elapses between the start of a new employee's professional obligation and such employee's receipt of the first payroll check. This has been an ongoing concern which many campuses have addressed through local arrangements with new employees who might otherwise experience some level of financial hardship.

The purpose of this letter is to fulfill our commitment to GSEU that we would strongly encourage all campuses to assist new employees who request help in the meeting of financial obligations while awaiting issuance of their first payroll check.

Sincerely,

Phyllis A. Volpe
Assistant Director and Chief Negotiator
Governor's Office of Employee Relations

Countersigned for GSEU:

Kathleen Sims, Executive Vice President
Communications Workers of America, Local 1104/
Graduate Student Employees Union

Side Letter S-8
(Previously Committee Funding Side Letter)

June 13, 2014

Mia Jorgensen
Executive Vice President
Communications Workers of America Local 1104/
Graduate Student Employees Union
1 Florgate Road
Farmingdale, New York 11735

RE: Additional Employment

Dear Ms Jorgensen:

It is understood by the parties that longstanding University policy has precluded the acceptance of any employment in addition to their assistantship by graduate student employees. This letter shall serve to confirm that commencing with the execution of this Agreement, but ending upon the expiration date of this Agreement, the University shall permit exceptions to this general policy at the individual campus level whereby graduate student employees may accept such additional employment with prior written approval of the campus president or designee.

Sincerely,

Michael N. Volforte, Interim Director
Governor's Office of Employee Relations

Countersigned for GSEU:
Mia Jorgensen, Executive Vice President
Communications Workers of America, Local 1104/

Side Letter S-9
(Previously Eligibility for Salary Increase Side Letter)

June 13, 2014

Mia Jorgensen
Executive Vice President
Communications Workers of America Local 1104/
Graduate Student Employees Union
1 Florgate Road
Farmingdale, New York 11735

RE: Commencing Negotiations

Dear Ms Jorgensen:

This letter shall confirm that the State agrees to commence the negotiations process with GSEU, upon receiving a written request, prior to the expiration of the 2009-2016 Agreement between the State and CWA, Local 1104/GSEU.

Sincerely,

Michael N. Volforte, Interim Director
Governor's Office of Employee Relations

Countersigned for GSEU:
Mia Jorgensen, Executive Vice President
Communications Workers of America, Local 1104/
Graduate Student Employees Union

Side Letter S-10

June 13, 2014

Mia Jorgensen
Executive Vice President
Communications Workers of America Local 1104/
Graduate Student Employees Union
1 Florgate Road
Farmingdale, New York 11735

RE: Family Leave Issues

Dear Ms Jorgensen:

During the course of negotiations, certain issues related to family leave without pay were discussed, and the parties agreed that a more detailed review of this is required. The parties

shall meet during the course of the Agreement to discuss and determine the appropriateness, feasibility, and parameters of providing a family leave without pay benefit.

Sincerely,

Michael N. Volforte, Interim Director
Governor's Office of Employee Relations

Countersigned for GSEU:

Mia Jorgensen, Executive Vice President
Communications Workers of America, Local 1104/
Graduate Student Employees Union