

AGREEMENT

BETWEEN

The State of New York

AND

United University

Professions, Inc.



1977-1979

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**STATE UNIVERSITY
PROFESSIONAL SERVICES
NEGOTIATING UNIT
AGREEMENT**

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

ARTICLE 1

Recognition

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

ARTICLE 2

Unchallenged Representation

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

ARTICLE 3

Exclusive Negotiations

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

ARTICLE 4

Definitions

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

- a. "State" shall mean the Executive Branch of the State of New York.
- b. "University" shall mean the State University of New York.
- c. "College" shall mean a State-operated institution of State University of New York. The central office of the University shall be deemed a "College."
- d. "College President" shall mean the chief administrative officer of a College whether called a president, dean, provost, director or otherwise.
- e. "Employee" shall mean a person serving

in a position in the State University Professional Services Negotiating Unit.

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

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

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

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

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

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

ARTICLE 5

Policies

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

ARTICLE 6

Benefits Preserved

§ 6.1 With respect to matters not covered by this Agreement, the State will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to UUP, and when appropriate, without negotiations with UUP. Negotiations as used in this Section shall not be deemed a reopener to which Section 209 of the Civil Service Law shall be applicable.

ARTICLE 7

Grievance Procedure

§ 7.1 Purpose

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

§ 7.2 Definition

a. A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement; provided however, that with respect to matters involving appointment, evaluation and

promotion of employees a grievance shall be deemed to mean a claimed failure by the State to follow the procedural steps relating to appointment, evaluation and promotion of employees contained in the Policies of the Board of Trustees in Article XI, Title A, § 1; Article XI, Title D, § 5; Article XII, Title A, § 3; Article XII, Title B, § 1; and Article XII, Title C, § 3 and § 4.

b. A claim of unjust discipline shall be processed in accordance with Article 19, Discipline, of this Agreement and shall not be subject to the grievance procedure contained in this Article. However, a claim that the procedures of Article 19, Discipline, have been violated shall be processed in accordance with the grievance procedure contained in this Article. Such claim may be filed initially at Step 2. Where it is determined that the procedures of Article 19, Discipline, have been violated and where a College President, or his designee, elects to proceed with disciplinary action, such action must be initiated within 10 working days from the date of receipt of the determination.

§ 7.3 Requirements for Filing Grievances

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

b. Each grievance shall identify the specific term or provision of the Agreement claimed to have been violated and shall contain a short,

plain statement of the grievance, the facts surrounding it and the remedy sought.

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

§ 7.4 Representation

a. UUP shall have the exclusive right to represent any employee, upon his request, at any step of this grievance procedure; provided, however, that an individual employee may, upon notice to UUP, initiate and represent himself in processing his own individual grievance at Steps 1 and 2; provided further, however, no resolution of an individually processed grievance shall be inconsistent with this Agreement and for this purpose UUP shall receive prior notice and a reasonable opportunity to be heard on the resolution of any grievance so processed at Steps 1 and 2.

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

§ 7.5 Procedures for Processing Grievances and Grievance Appeals

a. Step 1. A grievance shall be filed by an employee, or UUP upon an employee's request, with the College President, or his designee, with-

in 45 calendar days following the act or omission giving rise thereto, or within 45 calendar days of the date on which the employee first knew or reasonably should have known of such act or omission if that date is later. Where practicable, the grievant may be required to meet with his department or division chairman, Dean or other appropriate administrator with a representative of his choice in an effort to resolve the grievance informally. The College President, or his designee, shall schedule a meeting within 10 calendar days after receipt of the grievance and shall issue a written response to the grievant and UUP within 10 working days after the meeting.

b. Step 2. 1. If the response at Step 1 does not resolve the grievance, the grievant, or UUP upon grievant's request, may appeal the Step 1 response by filing an appeal with the Chancellor, or his designee, within 10 working days after receipt of the Step 1 response. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, a copy of the Step 1 response and a short, plain statement of the reasons for disagreement with the Step 1 response. The Chancellor, or his designee, shall issue a written response to the grievant and UUP within 20 working days after receipt of the appeal, unless the appeal to Step 2 contains a request for a meeting with the Chancellor, or his designee. If such meeting has been requested,

the Chancellor, or his designee, shall schedule a meeting with the grievant within 10 calendar days after receipt of the appeal. UUP may accompany and represent the grievant, at grievant's request, at such meeting. The Step 2 response shall be issued within 20 working days after the meeting.

2. A grievance involving a claim that the procedures of Article 19, Discipline, have been violated may be filed initially at Step 2 by the grievant, or UUP upon grievant's request. Such grievance shall meet the requirements specified in Section 7.3, Requirements for Filing Grievances, of this Article. Such grievance shall be filed within 45 calendar days following the act or omission giving rise thereto, or within 45 calendar days of the date on which the employee first knew or reasonably should have known of such act or omission if that date is later. The Chancellor, or his designee, shall schedule a review with the grievant within 10 calendar days after receipt of the grievance and shall issue a written response within 20 working days after the meeting.

3. A grievance involving employees at more than one College may be filed by UUP initially at Step 2. In such case, UUP shall be deemed to be the grievant. Such grievance shall meet the requirements specified in Section 7.3, Requirements for Filing Grievances, of this Article. The time limit for filing such grievance shall be as

specified in Step 1. The Chancellor, or his designee, shall issue a written response to UUP within 20 working days after receipt of the grievance unless the grievance contains a request for a meeting with the Chancellor, or his designee. If such meeting has been requested by UUP, the Chancellor, or his designee, shall schedule a meeting with UUP within 10 calendar days after receipt of the grievance and shall issue a response within 20 working days after completion of the meeting.

c. Step 3. If the response at Step 2 does not resolve the grievance, UUP, upon grievant's request, through its President, or his designee, may appeal the Step 2 response by filing an appeal with the Director of Employee Relations, or his designee, within 10 working days after receipt of the Step 2 response. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, or Step 2, in the case of grievances filed initially at Step 2, all prior responses and appeals, and a short, plain statement of the reasons for disagreement with the Step 2 response. The Director of Employee Relations, or his designee, shall issue a written response to the grievant and UUP within 20 working days after receipt of the Step 3 appeal, unless UUP's appeal to Step 3 contains a request for a meeting with the Director of Employee Relations, or his designee. If such meeting has been requested, the Director of Employee

Relations, or his designee, shall schedule a meeting with the grievant within 10 calendar days after receipt of the appeal. UUP shall accompany and represent the grievant at such meeting. The Step 3 response shall be issued within 20 working days after the meeting.

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

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

§ 7.6 Procedures Applicable to Grievance Steps

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

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

dence may be submitted at such meetings in writing or by means of testimony. Presence of grievants at such meetings may be waived by mutual agreement of the parties.

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

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

§ 7.7 Procedures Applicable to Arbitration

a. Selection of Arbitrators

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

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

be determined by lot. The parties may mutually agree to select an arbitrator who is not a member of the Arbitration Panel.

b. Authority of the Arbitrator

1. The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this Agreement or the procedural steps of the Policies specified in Section 7.2, Definition, of this Article. He shall confine his decision and award solely to the application and/or interpretation of this Agreement or whether such procedural steps of the Policies have been followed.

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

3. Where provisions of this Agreement or the procedural steps of the Policies specified in Section 7.2, Definition, of this Article call for the exercise of judgment, the arbitrator shall not substitute his judgment for that of the official making such judgment, but shall be confined to a determination as to whether this Agreement or such procedural steps of the Policies have been followed. If the arbitrator determines that this Agreement or such procedural steps of the Policies have not been followed where an exercise of judgment is called for, he shall direct that the matter be reconsidered by the official making such judgment.

c. Arbitrability

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

d. Time and Place of Meeting

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

e. Effect of Decision and Award

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

f. Fees and Expenses

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

§ 7.8 Miscellaneous Provisions

a. Time Limits

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

b. Mailing

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

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

c. Precedent

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

d. Retroactivity

1. A settlement of, or an arbitrator's decision and award upon, a grievance may or may not be retroactive as the equities of each case may demand, but in no case shall such resolution be retroactive to a date earlier than 45 calendar days prior to the date the grievance was first filed.

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

§ 7.9 Applicability

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

ARTICLE 8

Labor-Management Meetings

§ 8.1 The purpose of this Article shall be to provide a forum for discussion and consideration of matters of mutual concern.

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

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

§ 8.4 A College President, or his designee, shall meet with local UUP representatives once each month to discuss matters of mutual concern, including those matters necessary to the implementation and administration of this Agreement which are local in nature. A written agenda shall be submitted by UUP to the College President no less than five days before the

scheduled date of the meeting. At the discretion of the College President, additional matters for discussion may be placed upon the agenda. Nothing contained herein shall prevent the College President, or his designee, and local UUP representatives from meeting on a less frequent basis upon mutual agreement.

§ 8.5 In addition to the meetings specified in Section 8.3 and Section 8.4, UUP and the Chancellor, or his designee, or UUP and the College President, or his designee, may meet at mutually agreed upon times other than those set forth above if matters of immediate mutual concern arise. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

ARTICLE 9

Academic Freedom

§ 9.1 It is the policy of the University to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom a faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject.

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

§ 9.3 In his role as a citizen, an employee has the same freedoms as other citizens. However, in his extramural utterances an employee has an obligation to indicate that he is not an institutional spokesman.

ARTICLE 10

No Discrimination

§ 10.1 The State agrees to continue its established policy prohibiting all forms of illegal discrimination, including but not limited to discrimination with regard to race, creed, color, religion, national origin, sex or age.

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

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

§ 10.4 Claims of illegal discrimination under

Sections 10.1 and 10.2 shall, at the election of the employee, be subject to review, in accordance with State and Federal procedures established for such purpose, as well as such internal University review procedures as may be established, but shall not be subject to review under provisions of Article 7, Grievance Procedure, of this Agreement. Use of internal University procedures shall not deny an individual access to State and Federal procedures referred to herein.

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

ARTICLE 11

Employee Organization Leave

§ 11.1 UUP Meetings

a. Delegate Assembly—UUP delegates, State employee members of its Executive Board, the Parliamentarian, and chairmen of its standing committees required by UUP's constitution and by-laws to attend meetings of the Delegate Assembly shall be granted up to three days of em-

ployee organization leave per Agreement year, including travel time, for attendance at delegate meetings. Under special circumstances and upon advance request, additional employee organization leave for additional delegate meetings may be granted by the Director of Employee Relations.

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

c. Standing Committees—Each State employee member of UUP's Standing Committees on Negotiations, Grievances, Legislation, Membership and Finance shall be granted up to four days of employee organization leave per Agreement year, including travel time, for attendance at meetings of his standing committee. An employee who succeeds a member of a standing committee shall be granted the balance of employee organization leave available to such member for the Agreement year for attendance at committee meetings.

§ 11.2 Grievances

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

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

§ 11.3 Negotiations with the State

a. A reasonable number of employees serving on UUP's negotiating team shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of negotiating with representatives of the State.

§ 11.4 Labor-Management Meetings

a. A reasonable number of employees shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of participating in mutually sched-

uled labor-management meetings pursuant to Article 8 of this Agreement.

§ 11.5 Leaves for Full-Time Union Activity

a. An employee elected as President of UUP may be granted, upon his request, a leave of absence with full salary from his regular position for the purpose of serving as President in accordance with the provisions of Section 46 of Chapter 283 of the Laws of 1972, or without salary.

b. One other employee elected to office in UUP may be granted, upon his request, a leave of absence with full salary from his regular position for the purpose of serving as an elected officer of UUP in accordance with the provisions of Section 46 of Chapter 283 of the Laws of 1972, or without salary.

§ 11.6 General Provisions

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

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

c. Requests for employee organization leave shall be made to the College President, or his

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

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

e. UUP recognizes that use of employee organization leave shall not impair services rendered to the public. The State recognizes that employee organization leave shall not be unreasonably withheld.

ARTICLE 12

College Meeting Space

§ 12.1 Where there is appropriate meeting space at a College it shall be made available to UUP for specific meetings provided that (a) UUP agrees to reimburse the State for any

additional expense incurred in the furnishing of such space, (b) request for use of such space is made in advance pursuant to rules of the College concerned, and (c) there is no conflict with prior scheduled uses of such space.

ARTICLE 13

Bulletin Boards

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

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

ARTICLE 14

Mail Distribution

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

ARTICLE 15

Payroll Deduction

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

ARTICLE 16

Lists

§ 16.1 The State shall provide UUP, on a quarterly basis, with two lists of names and addresses of record of employees in the State University Professional Services Negotiating Unit.

§ 16.2 The State shall include UUP on its mailing lists for distributions to all employees on a University-wide or College-wide basis.

The College President shall include UUP and its College Chapter on his mailing list for distributions to all employees on a College-wide basis. UUP shall include the State, the Chancellor, or his designee, and the College Presidents on its mailing lists for distributions to employees. Each party shall designate its address or addresses for these purposes.

§ 16.3 UUP shall provide the State, on a quarterly basis, with a list of the names, College work locations, UUP titles and University titles of each of its statewide and chapter officers, Executive Board members, Delegate Assembly members, Standing Committee members and Chapter Grievance Chairmen.

ARTICLE 17

Information and Data

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

ARTICLE 18

Board of Trustees' Meetings

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

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

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

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

ARTICLE 19

Discipline

§ 19.1 Purpose

The purpose of this Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the College President, or his designee, is encouraged to resolve matters of discipline informally; provided, however, such informal action shall not be construed to be a part of the disciplinary procedure contained in this Article and shall not restrict the right of the College President, or his designee, to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

§ 19.2 Definitions

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

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

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

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

§ 19.3 Applicability

Discipline shall be imposed upon employees only pursuant to this Article; provided, however, that provisions of this Article shall not apply to the termination of employees serving on temporary or probationary appointments, which may be terminated at any time in accordance with provisions of Article XI of the Policies, and provided further that provisions of this

Article shall not apply to non-renewal of term appointments pursuant to Article XI of the Policies, terminations of employees due to mental or physical incapacity pursuant to Article XV of the Policies or terminations of employees pursuant to Article 35, Retrenchment, of this Agreement.

§ 19.4 Disciplinary Procedure

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

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

c. The notice of discipline may be the subject of a disciplinary grievance which shall be filed with the Chancellor, or his designee, in person or by registered or certified mail, return receipt requested, by the employee, or his representative, on a disciplinary grievance form to be provided by the State, within 10 days of the date of service of notice of discipline. The employee, or his representative, shall be entitled to a meeting to present his position to the Chancellor, or his designee, within 10 days of the date of filing of the disciplinary grievance. The purpose of such meeting shall be the possible adjustment of the matter and need not involve the presentation of evidence or specification of particulars by either party. The Chancellor, or his designee, shall provide the employee, or his representative, with a response in writing by registered or certified mail, return receipt requested, within five days of such meeting.

d. If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee, or his representative, within 10 days of receipt of the response of the Chancellor, or his designee. Notice of appeal to disciplinary arbitration shall be filed by registered or certified mail, return receipt requested, upon the Director of Employee Relations, or his designee.

e. The State and UUP shall jointly agree

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

f. The disciplinary arbitrator shall hold a hearing within 10 days of his appointment, or as soon thereafter as practicable, or within such other period as may be mutually agreed upon by the parties, and shall render a decision within five days of the date of the close of the hearing, or within five days after receipt of the transcript, if either party elects a transcript, or within such other period as may be mutually agreed by the parties.

g. Either party wishing a transcript of a disciplinary arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party.

h. The disciplinary arbitrator shall confine himself to determinations of guilt or innocence and the appropriateness of proposed penalties. The disciplinary arbitrator may consider issues

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

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

§ 19.5 Settlements

a. A disciplinary grievance may be settled at any time following the service of a notice

of discipline. The terms of the settlement shall be reduced to writing on the disciplinary grievance form to be provided by the State. An employee offered such a settlement shall be offered a reasonable opportunity to have a representative present before he is required to execute it.

§ 19.6 Effect of Settlement and Arbitrator's Award

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

§ 19.7 Suspension Before Notice of Discipline

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

1. The appointing authority, or its designee, may suspend, without pay, an employee when the appointing authority, or its designee, determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable by the disciplinary arbitrator. A notice of dis-

cipline shall be served no later than five days following any such suspension.

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

§ 19.8 Representation

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

§ 19.9 Limitation

a. An employee shall not be disciplined for

acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

§ 19.10 Miscellaneous Provisions

a. Mailing

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

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

ARTICLE 20

Direct Compensation

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

a. The basic annual salary of incumbents of positions in the State University in the Professional Services Negotiating Unit as of June

30, 1977 shall be increased by the amounts shown in Appendix A commencing with the beginning of the payroll period the first day of which next follows either (1) July 1, 1977 for employees having a calendar year or college year professional obligation, or (2) September 1, 1977 for employees having an academic year professional obligation, except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purpose of establishing the effective date of eligibility for salary increases shall be granted said increase in basic annual salary commencing with the beginning of the payroll period the first day of which next follows either July 1, 1977 or July 14, 1977 as the case may be. Such increases in basic annual salary shall apply pro rata to those part-time employees who are paid on the basis of a prorated basic annual salary.

b. The basic annual salary of incumbents entitled to a salary increase pursuant to subdivision (a) shall be further increased by the amounts shown in Appendix B commencing with the beginning of the payroll period the first day of which next follows April 1, 1978.

c. There shall be additional money, in the amount of one-half of one percent of the total of the basic annual salaries on June 30, 1977 of incumbents entitled to a salary increase pur-

suant to subdivision (a), for further increases in the basic annual salary of such employees at the discretion of the State University Trustees, commencing with the beginning of the payroll period the first day of which next follows April 1, 1978.

d. The State agrees to the concept of minimum basic annual salaries. The parties agree to seek to determine minimum basic annual salaries pursuant to reopened negotiations as provided in Section 20.2.

§ 20.2 UUP shall have the right, by giving notice to the State not later than November 1, 1977, to reopen negotiations with the State to seek to amend this Agreement solely with respect to: (a) basic annual salary, and (b) a determination of minimum basic annual salaries. No amendment shall be effective earlier than July 1, 1978.

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

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

ARTICLE 21

Health Insurance and Dental Insurance

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

ARTICLE 22

Travel Allowances

§ 22.1 Per Diem, Meal and Lodging Expenses

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

§ 22.2 Mileage Allowance

a. The State agrees to provide, subject to the Rules and Regulations of the Comptroller, the maximum mileage allowance rate for the

use of personal vehicles for those persons eligible for such allowance in connection with official travel. The allowance paid shall be the current rate generally available to State employees.

ARTICLE 23

Leaves

§ 23.1 Definitions. Whenever used in this Article:

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

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

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

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

a. Accrual of Vacation Credit

1. Full-time calendar year and college year employees shall be eligible to accrue credits for vacation leave at the rate of one and three-quarter days a month for each month or major

fraction thereof during the term of their professional obligation. Part-time calendar year and college year employees shall be eligible to accrue such credits on a pro rata basis.

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

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

c. Authorization for Use. Vacation shall be taken at such times as shall be approved by the College President.

d. Charges. When an employee is on vacation he shall not be required to charge vacation leave for any day upon which he would not have been required to be available to work had he not been on vacation.

§ 23.3 Vacation Leave: Academic Year Employees

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

§ 23.4 Sick Leave

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

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

c. Maximum Accumulation. Accumulation of sick leave credits pursuant to subdivisions (a) and (b) of this Section shall not exceed 165 days.

d. Authorization for Use.

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

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

3. The College President may at any time require an employee to furnish suitable medical evidence from the employee's physician to substantiate a claimed temporary disability. In the absence of such suitable medical evidence, the College President may require an employee to be examined by a physician selected by the

College at its expense. In the event medical evidence does not substantiate a claimed temporary disability, use of sick leave credits shall be disallowed and the employee shall be placed on leave without pay.

4. Subject to prior approval of the College President, an employee shall be allowed to use up to a maximum of five days of sick leave accumulated pursuant to subdivisions (a) and (b) of this Section 23.4 for absences from work necessitated by a death or illness in the employee's immediate family. The College President's approval of requests for sick leave for purposes described in this paragraph shall not be unreasonably withheld.

e. Additional Sick Leave.

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

accumulated pursuant to subdivisions (a) and (b) of this Section 23.4 have been exhausted.

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

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

f. Charges. When an employee is on sick leave he shall not be required to charge sick leave credit for any day upon which he would not have been required to be available to work had he not been on sick leave.

§ 23.5 Holiday Leave

a. A calendar year or college year employee required to work on a day prescribed by law for the observance of New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Election Day, Thanksgiving Day or Christmas Day shall be granted

an equivalent day off to be scheduled at times mutually convenient to the employee and the University.

§ 23.6 Sabbatical Leave

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

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

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

with salary, and periods of part-time service shall not be included.

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

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

port of his professional activities and accomplishments while on sabbatical leave.

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

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

§ 23.7 Other Leaves

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

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

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

§ 23.8 Disability Leave

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

examining physician that there are reasonable grounds to assume that a disability benefit would be payable in accordance with the State University Disability Insurance Program.

§ 23.9 Attendance Records

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

§ 23.10 Limitations

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

ARTICLE 24

Access to Employees

§ 24.1 Upon notice to the College President, or his designee, UUP representatives not employed at a College shall have access to employees at such College during working hours and/or non-working hours to explain UUP

activities. UUP agrees that access under this Article shall not interfere with College operations or performance by employees of their duties and responsibilities.

ARTICLE 25

Compensation of Department Chairmen

§ 25.1 A stipend not to exceed 20 percent of the employee's basic annual salary may be paid for duties as Department Chairman subject to the following limitations:

a. The full 20 percent rate may be paid only if significant and demonstrable duties are expected to be accomplished during the summer. (Only employees with an academic year professional obligation are eligible for the 20 percent rate.)

b. The stipend may not exceed 10 percent of basic annual salary when no duties as Department Chairman are required during the summer, nor shall it exceed 10 percent whenever the Department Chairman teaches, consults within the University, performs research or other duties for compensation during the summer period.

c. The stipend shall be removed upon termination of the employee's designation as Department Chairman, and his salary thereafter

shall be at the rate due as a regular member of the academic staff.

d. No Department Chairman may earn more (from salary plus stipend) than the maximum 12-month rate for his rank.

§ 25.2 Department Chairmen shall not be eligible for extra service compensation.

§ 25.3 The provisions of Section 25.1 shall not be applicable to employees in the medical and dental schools of University Medical Centers or Health Sciences Centers whose budget certificate titles are "Professor and Department Chairman."

ARTICLE 26

Jury Service

§ 26.1 On proof of necessity of jury service, an employee shall be granted leave with pay without charge to leave credits, provided that he shall have agreed in writing prior to and as a condition of the granting of such leave to deliver to his appointing authority for transmittal to the Comptroller for deposit in the general fund of the State fees paid him for jury service. Leave with pay for jury service shall mean leave at the rate of pay the employee would have received had he not been on such leave.

ARTICLE 27

National and State Professional Meetings

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

ARTICLE 28

Medical Assistance

§ 28.1 Within 30 days following execution of the Agreement, each College shall develop and promulgate procedures to be followed in the event of a medical emergency involving an employee of the College while on the College premises.

ARTICLE 29

Medical and Dental Faculty

§ 29.1 The following portions of the Agreement between the State and the Senate Professional Association, Inc., predecessor in interest to UUP, dated January 3, 1974, pertaining to a plan for the management of clinical practice and related matters at University Health Sciences and Medical Centers are incorporated

herein: Appendix I, Appendix II, and Sections 2, 3 (as amended), 4 (including that portion of Section 4 relating to total compensation as amended), 5, 7 and the explanatory note of Appendix III.

§ 29.2

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

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

C. The specific joint recommendations of each committee, for the purpose described in paragraph A of this Section, shall be made, and any issue concerning which a joint recommendation cannot be agreed upon shall be referred, not later than June 30, 1977 to an executive level State/UUP labor-management committee established pursuant to Section 29.3.

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

1. Definitions

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

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

c. "Clinical practice income" shall mean the income from fees for professional services ren-

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

d. "Strict full-time method of compensation" for the limited purpose of this Article, as it pertains to the Health Sciences Center at the State University of New York at Stony Brook, shall mean that method of compensation approved by the State University Trustees and State Director of the Budget which provides that an academic employee's total compensation for professional services, including but not limited to instructional, research and clinical services,

shall be paid by the State and any income derived by an academic employee from services at an affiliated hospital or from clinical practice shall be administered in accordance with paragraph 5 b.

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

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

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

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

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

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

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

3. Accounting

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

4. Auditing

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

5. Disbursement of clinical practice income

a. Provisions for disbursement of clinical practice income shall provide for the follow-

ing in order of priority, except where a strict full-time method of compensation is in effect:

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

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

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

(iv) Employees required to participate in a plan for the management of clinical practice may be paid an amount from clinical practice income which, together with compensation from all other sources (exclusive of fringe benefits), including but not limited to basic annual salary, salary from a State University of New York

controlled or affiliated institution, research sponsors, or other similar sources, does not exceed 175 percent of the maximum State salary for an employee's rank; provided, however, that compensation from a research sponsor shall be subject to the regulations of the sponsor. Total compensation shall be approved by the chief administrative officer in consultation with the employee, his department chairman and the dean concerning the employee's present commitments and future goals in teaching, patient care and research, as well as the amount of clinical practice income attributable to him; provided, however, the chief administrative officer may not approve compensation from clinical practice income where such income was not earned by the employee, except pursuant to the provisions of a plan for the management of clinical practice at a particular school; and provided further that with due consideration to the employee's present commitments and future goals in teaching, patient care and research, total compensation shall not be unreasonably fixed at less than 175 percent of the maximum State salary for an employee's rank when clinical practice income attributable to the employee, or available to him pursuant to the provisions of a plan for the management of clinical practice at a particular school, permits total compensation to be fixed at the maximum level referred to above.

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

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

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

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

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

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

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

§ 29.3

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

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

ARTICLE 30

Appointment, Evaluation and Promotion

§ 30.1 Appointments

a. Appointments of employees shall be made in accordance with Article XI of the Policies.

§ 30.2 Evaluation and Promotion

a. Evaluation and promotion of employees shall be made in accordance with Article XII of the Policies. Subject to provisions of this Agreement, the systems for evaluation and promotion of professional employees shall be as specified in the memoranda of understanding between the University and the Senate Professional Association (predecessor in interest to UUP) relating to systems of evaluation and promotion of professional employees, dated May 4, 1972; provided, however, that Sections VII and IX of the memorandum of understanding relating to evaluation of professional employees and Section V of the memorandum of understanding relating to promotion of professional employees shall not be continued. Such memoranda of understanding shall be statements of mutual intentions and shall not constitute agreements under Article 14 of the Civil Service Law or for any other purpose.

§ 30.3 The procedural steps of the Policies involving matters of appointment, evaluation or

promotion of employees shall be subject to review in accordance with provisions of Article 7, Grievance Procedure.

ARTICLE 31

Personnel Files

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

§ 31.2 An employee shall have the right to examine his personnel file during normal busi-

ness hours. Statements solicited in connection with his appointment, evaluation, reappointment, or promotion, with the exception of the written evaluations or recommendations referred to in Section 31.1 above, shall not be available to that employee.

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

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

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

§ 31.6 a. Where, in connection with consideration of an academic employee for appointment, reappointment, or promotion, a file of

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

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

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

§ 31.7 This Article shall be effective immediately except for those provisions authorizing employee review of written evaluations and recommendations, other than the formal, written evaluation reports referred to in Section 31.1, and review of the evaluative file referred to in Section 31.6 which shall be effective 90 days after execution of this Agreement.

ARTICLE 32

Notice of Non-Renewal

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

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

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

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

ARTICLE 33

Job Security Review Procedures

§ 33.1 Definitions

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

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

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

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

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

§ 33.2 Request for Reasons

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

§ 33.3 Response of College President

a. Within 10 working days following receipt by him of the employee's request pursuant to Section 33.2 of this Article, the College President shall respond thereto in writing. Such response shall be as follows:

1. Academic Employees

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

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

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

2. Professional Employees

A. Where the employee's immediate supervisor has recommended that the employee not be granted permanent appointment, the College President shall indicate that the notice of non-renewal was provided in conformity with the recommendation of the appropriate member of the professional staff and the employee shall receive no further consideration of the non-renewal of his term appointment.

B. Where the employee's immediate supervisor has recommended that the employee be

granted permanent appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of his right to a review.

§ 33.4 Procedure for Review

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

b. Within 10 working days following receipt by the Chancellor of the employee's request for review submitted pursuant to subdivision (a) of this Section, the Chancellor, or his designee, shall acknowledge the employee's request and shall notify both the employee and the College President that a review of the matter shall take place by an *ad hoc* tripartite committee of members of the professional staff at the employee's campus, to be known as the Chancellor's Advisory Committee.

c. Within 10 working days following their receipt of the communication of the Chancellor, or his designee, referred to in subdivision (b) of this Section, the College President and the employee each shall designate, in writing, from among a panel of members of the professional staff at the employee's College to be de-

terminated in accordance with provisions of Section 33.5 of this Article, a member to serve on the Chancellor's Advisory Committee. Copies of the respective designations shall be provided to the employee, the College President and the Chancellor as appropriate.

d. Within five working days of their designation, the two members of the Chancellor's Advisory Committee shall designate, in writing, a third member from among a panel of members of the professional staff at the employee's College to be determined in accordance with provisions of Section 33.5 of this Article. Upon designation of the third member, who shall be Chairman, the Chancellor's Advisory Committee shall be deemed to be fully constituted. Copies of the Chairman's designation shall be provided to the employee, the College President and the Chancellor. In the event the two members of the Chancellor's Advisory Committee cannot mutually agree upon a Chairman, selection of the Chairman shall be accomplished by alternately striking names from the College Panel until one name remains. The right of first choice to strike shall be determined by lot.

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

scope of the review conducted by the Chancellor's Advisory Committee shall not exceed the following:

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

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

f. The Chancellor's Advisory Committee shall conclude its review within 45 calendar days following the designation of the Chairman. Within five working days following conclusion of its review, the Chancellor's Advisory Committee shall forward its recommendations, in writing, to the Chancellor.

g. Following receipt of the Committee's recommendations, the Chancellor, pursuant to the Policies of the Board of Trustees, shall, within 45 calendar days, take such action concerning the appointment of the employee as may, in his judgment, be appropriate, and shall notify, in writing, the employee, the Committee, and the College President.

§ 33.5 College Panel

a. The members and Chairman of any *ad hoc* tripartite Chancellor's Advisory Committee shall be selected from a panel of members of the professional staff at an employee's College determined by mutual agreement of the College President and UUP Chapter President. Such panel shall consist of an odd number, not less than 15 nor more than 45. In the event the College President and the UUP Chapter President do not agree upon a panel within 90 days from the execution of this Agreement, selection of the panel shall be completed by the University Vice-Chancellor for Faculty and Staff Relations and the UUP President.

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

automatically expire at the end of its specified period.

§ 33.7 Neither provisions of this Article nor any review conducted pursuant thereto shall be subject to the provisions of Article 7, Grievance Procedure, of this Agreement. Issues involving the timeliness of actions under this Article of a College President or a Chancellor's Advisory Committee at a College shall be referred to the office of the University Vice-Chancellor for Faculty and Staff Relations.

ARTICLE 34

Transfer Rights

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

§ 34.2 The University will use its best efforts to notify UUP of vacancies which exist among academic and professional positions.

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

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

ARTICLE 35

Retrenchment

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

§ 35.2

a. Consistent with the operating needs of the level of organization of the University deemed appropriate for retrenchment, the Chancellor, or his designee, after such consultation as may, in his judgment, be appropriate, shall apply retrenchment among employees holding the positions subject to retrenchment at such level of organization in inverse order of appointment within each affected group of employees hereinafter referred to, as follows:

1. Part-time employees holding term appoint-

ments before full-time employees holding term appointments.

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

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

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

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

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

c.

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

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

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

3. In the case of a potential retrenchment of an academic employee serving in a position which is not part of an academic department or professional program the following procedure is to be followed: (i) the seniority of the

employee is to be determined by application of Section 35.2 (a) and (b) to other academic employees at the College serving in positions which are not part of an academic department or professional program and which remain after retrenchment; (ii) in the event the employee subject to retrenchment has seniority as determined in (i) above, the Chancellor, or his designee, shall give consideration to the retention of such employee in a position described in (i) above; such consideration to consist of the judgment of the Chancellor, or his designee, with respect to the ability of such employee to perform the required professional obligation of said position.

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

sideration to the retention of such employee in a position described in (i) above; such consideration to consist of the judgment of the Chancellor, or his designee, with respect to the ability of such employee to perform the required professional obligation of said position.

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

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

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

8. Review in the grievance procedure of the provisions of this paragraph (c) shall be limited to the procedural issue of whether consideration for retention was given. Such issue may be processed through Step 3 only.

§ 35.3

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

1. For those holding a term appointment, at least four months.

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

b. Notice of termination shall be sent by certified mail and shall contain a statement of

the reasons for retrenchment. A copy of such notice shall be sent to the local UUP Chapter President.

§ 35.4 Prior to the effective date of retrenchment and for a period of six months following the effective date of retrenchment the University shall give special consideration for placement within the University to an employee who has been notified that his services will be terminated as a result of retrenchment, or whose services have been terminated as a result of retrenchment, provided that a suitable position for which the employee is otherwise qualified is available.

§ 35.5 For a period of two years following retrenchment, an employee removed as a result of retrenchment shall be offered reemployment in the same position at the College at which he was employed at the time of retrenchment should an opportunity for such reemployment arise. For this purpose, it shall be the employee's responsibility to ensure that the College's records reflect his current address. Offers of reemployment pursuant to this Section shall be made in inverse order of retrenchment. Any such offer of reemployment must be accepted within 15 working days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of reemployment

is not accepted, the employee shall receive no further consideration pursuant to this Section. In the event such offer of reemployment is accepted, the employee, upon commencement of such reemployment, shall receive the following benefits to the extent permitted by applicable law, rule or regulation:

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

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

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

d. Sick Leave. An employee shall be credited with the sick leave accruals which he had on

the date of his termination by reason of re-trenchment.

ARTICLE 36

Agency Shop

§ 36.1 In the event that legislation is enacted which permits public employers and employee organizations to enter into collective negotiation agreements providing for employee organization security of a type commonly known as "agency shop" or in the event the New York Court of Appeals removes the legal impediments to such form of employee organization security and in the event a substantially sized political subdivision of the State of New York enters into such an agreement, then UUP shall have the right to reopen negotiations with the State solely to seek agreement upon an agency shop provision permissible in accordance with law. All other provisions of this Agreement will remain in full force and effect during the course of any such reopened negotiations.

ARTICLE 37

Savings Clause

§ 37.1 In the event that any article, section or portion of this Agreement is found to be invalid or unenforceable by a final decision of a tribunal of competent jurisdiction or shall be

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

ARTICLE 38

Management Rights

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

ARTICLE 39

Conclusion of Collective Negotiations

§ 39.1 This Agreement is the entire agreement between the State and UUP, terminates all

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

ARTICLE 40

LEGISLATIVE ACTION

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

ARTICLE 41

Duration

§ 41.1 This Agreement shall be effective on the date it is signed by the parties and shall continue through June 30, 1979.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on March 14, 1977.

THE EXECUTIVE BRANCH OF THE STATE OF NEW YORK

Donald H. Wollett
Director of Employee Relations

James B. Northrop
Deputy Director of Employee Relations

Leonard R. Kershaw
Assistant Director of Employee Relations
and Chief Negotiator

Negotiating Team

Sorrell E. Chesin
Eric Engler
Nancy L. Hodes
Michael Kimberly
Patti McGill Peterson
Thomas J. Peterson
Dolores Schmidt

UNITED UNIVERSITY
PROFESSIONS, INC.

Samuel J. Wakshull
President

Harvey Inventasch
Chairman, Negotiating Team

Evelyn L. Hartman
Chief Negotiator (NYSUT)

Negotiating Team

Morris Budin

Ann Egan

Eli Friedman

Edward Garcia

John Holt

Nathaniel Quattlebaum

Edward Alfonsin, Secretary

APPENDIX A

<i>Salary Interval</i>	<i>Increase</i>
\$ 0-5,999	\$ 275
6,000-6,999	330
7,000-7,999	385
8,000-8,999	440
9,000-9,999	495
10,000-10,999	550
11,000-11,999	605
12,000-12,999	660
13,000-13,999	670
14,000-14,999	690
15,000-15,999	710
16,000-16,999	730
17,000-17,999	760
18,000-18,999	790
19,000-19,999	820
20,000-20,999	840
21,000-21,999	860
22,000-22,999	880
23,000-23,999	900
24,000-24,999	915
25,000-25,999	930
26,000-26,999	960
27,000-27,999	990
28,000-28,999	1,015
29,000-29,999	1,030
30,000-30,999	1,045
31,000-31,999	1,055
32,000-32,999	1,070
33,000-33,999	1,085

<i>Salary Interval</i>	<i>Increase</i>
34,000-34,999	1,100
35,000-35,999	1,115
36,000-36,999	1,130
37,000-37,999	1,145
38,000-38,999	1,160
39,000-39,999	1,180
40,000-40,999	1,200
41,000-41,999	1,230
42,000-42,999	1,260
43,000-43,999	1,290
44,000-44,999	1,320
45,000 & above	1,350

APPENDIX B

<i>Category</i>	<i>Increase</i>
Instructor, Assistant Professor, Lecturer, Assistant Librarian, Senior Assistant Librarian, PR-1, PR-2 Other positions equated to any of the above	} \$ 250
Associate Professor, Professor, Associate Librarian, Librarian, PR-3, PR-4 Other positions equated to any of the above	} \$ 300

APPENDIX C-1

March 14, 1977

Mr. Samuel J. Wakshull
President
United University
Professions, Inc.
15 Computer Drive
Albany, New York 12205

Dear Mr. Wakshull:

This will confirm our mutual understanding that the phrase "special consideration for placement" as used in Article 35.4 of the 1977-79 negotiated Agreement shall be interpreted to mean that:

1. The University, through its Director of Academic Personnel, will, upon an employee's request, circulate to each College the resume of such employee who has been notified of re-trenchment.

2. Appropriate administrative officials of a College will examine the resume to determine whether the employee meets the basic qualifications of any vacant positions which the College intends to fill.

3. Where it is determined that the employee meets the basic qualifications of a position which the College intends to fill, he shall be

given the opportunity to apply for such position. For this purpose it shall be the employee's responsibility to ensure that his resume reflects his current address. An application submitted pursuant to these arrangements will be acted upon prior to recruitment of individuals outside of the University unless such recruitment has already begun. In the latter event, the employee's application will be acted upon as part of such recruitment effort.

Qualified rank shall be used for academic employee appointments effected under Article 35.4 only in those cases where an employee had been serving on the basis of continuing appointment in a position at a College different from the position to which he is appointed at that College under Article 35.4, or when, due to an employee's length of service at a College, consideration for continuing appointment at that College would be required in less than two full academic years from the date of appointment under Article 35.4.

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

Sincerely,
s/ Donald H. Wollett

s/ Samuel J. Wakshull
President, UUP, Inc.

APPENDIX C-2

March 14, 1977

Mr. Samuel J. Wakshull
President
United University
Professions, Inc.
15 Computer Drive
Albany, New York 12205

Dear Mr. Wakshull:

The maximum basic annual salaries for employees holding librarian titles and serving on the basis of a calendar year obligation are:

Librarian	\$24,500
Associate Librarian	\$21,000
Senior Assistant Librarian	\$17,400
Assistant Librarian	\$14,000

No reduction in salary will be made where the salary of an employee holding one of the above titles and currently on the payroll exceeds the maximum for his title.

Commencing with the beginning of the payroll period the first day of which next follows July 1, 1977, the maximum salaries set forth above will be increased to:

Librarian	\$25,430
Associate Librarian	\$21,880
Senior Assistant Librarian	\$18,190
Assistant Librarian	\$14,710

Such salaries will be increased further, commencing with the beginning of the payroll period the first day of which next follows April 1, 1978, to the following levels:

Librarian	\$25,730
Associate Librarian	\$22,180
Senior Assistant Librarian	\$18,440
Assistant Librarian	\$14,960

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

Sincerely,

s/ Donald H. Wollett

s/ Samuel J. Wakshull
President, UUP, Inc.

APPENDIX C-3

March 14, 1977

Mr. Samuel J. Wakshull
President
United University
Professions, Inc.
15 Computer Drive
Albany, New York 12205

Dear Mr. Wakshull:

The State agrees to continue, for the duration of the Agreement between the State and UUP executed on March 14, 1977, its established policy relating to waiver of tuition for employees of State University.

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

Sincerely,
s/ Donald H. Wollett

s/ Samuel J. Wakshull
President, UUP, Inc.

APPENDIX C-4

March 14, 1977

Mr. Samuel J. Wakshull
President
United University
Professions, Inc.
15 Computer Drive
Albany, New York 12205

Dear Mr. Wakshull:

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

Prior to consideration by the College President of such recommendation pertaining to a professional employee, such employee must have an opportunity to examine the recommendation and to file a statement in response to any item contained in it. However, any portion which would identify the source of solicited statements shall not be available to the professional employee for examination.

The College President, or his designee, shall notify the professional employee when the recommendation is available for examination. Such employee may then arrange with the College President, or his designee, to examine it.

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

The arrangements herein for review of a recommendation pertaining to a professional employee shall not be effective until 90 days after the execution of the negotiated Agreement.

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

Sincerely,

s/ Donald H. Wollett

s/ Samuel J. Wakshull
President, UUP, Inc.

APPENDIX C-5

March 11, 1977

Mr. Samuel J. Wakshull
President
United University
Professions, Inc.
15 Computer Drive
Albany, New York 12205

Dear Mr. Wakshull:

During negotiations between the State of New York and United University Professions, Inc., UUP pursued vigorously both increases in basic annual salary and increases in additional compensation for instruction in evening programs. The discussions relating to such additional compensation were directed in particular to the compensation of persons teaching in the evening division program at the State University of New York College at Farmingdale.

The University, pursuant to provisions of Article 8 of the negotiated *Agreement* between the State and UUP, is willing to continue to explore the issues raised.

Sincerely,

Jerome B. Komisar
Vice Chancellor for Faculty
and Staff Relations

