

## Part-time/Full-time Contingent Employees: Know Your Contract Rights and Benefits



### **Contingent Academics and Professionals:**

Persons appointed to any academic or professional position which does not prescribe eligibility for continuing or permanent appointment (i.e., tenure/permanence). (UUP Constitution, Article III, Sec. 2)

**Part-time Employees:** Employees whose work obligation is less than 100 percent Full Time Equivalent (FTE).

### **Article 7: Grievance Procedure**

Under the UUP-NYS Contract, a grievance is "a dispute concerning the interpretation, application or claimed violation of a specific term or provision of" the contract. A grievance can also occur with regard to "procedural steps relating to appointment, evaluation and promotion of employees" contained in specific sections of the *SUNY Policies of the Board of Trustees*.

If you believe that your contract rights have been violated or procedures pertaining to appointment, evaluation and promotion have not been followed, you should contact the UUP chapter office immediately. If a grievance needs to be filed, it must be filed within 45 days of when the employee knew or reasonably should have known of the act or omission.

### **Article 8: Labor-Management Meetings**

Chapter officers can address concerns brought to them by the membership in campus labor-management meetings. The college president or designee must meet with UUP once each month to discuss matters raised by either party. This requirement applies to general labor-management meetings and labor-management meetings focused on matters pertaining to part-time employees.

### **Article 9: Academic Freedom**

This article refers to SUNY's policy to "maintain and encourage full freedom, within the law, of inquiry, teaching and research." It protects UUP members' right to "discuss their own subject in the classroom ... "

### **Article 10: No discrimination**

Our contract protects members from retaliation due to any activity related to using contract protections and/or union activity. It also establishes a joint New York State-UUP Affirmative Action/Diversity Committee.

### **Article 11: Employee Organization Leave**

UUP members are provided with a process and reasonable leave time to participate in UUP statewide meetings, contract negotiations, and other union activity during what would be normal work hours. Provisions for appropriate leaves to fulfill the obligations of chapter president and statewide officer positions are also covered in this article.

### **Article 19: Discipline**

If an employee is subjected to a disciplinary action by the campus administration or is the target of an equal employment or Title IX investigatory process, our contract provides for union representation and due process protection before discipline can be imposed.

### **Article 20: Compensation**

All contractually negotiated across-the-board salary increases apply to part-time and full-time employees. Our contract establishes a minimum salary for full-time lecturers. Beginning in 2019, there are statewide minimum salaries for part-time academics compensated on a per-course basis. Part-time Professionals are generally paid on a pro-rata basis. In addition, there are specific monetary service awards based on years of service for part-time and full-time contingent employees. All part-time and full-time employees on payroll during each eligibility period are eligible for discretionary salary increases; campus presidents determine exactly who gets discretionary awards. Part-time employees may also be eligible to receive salary compression increases.

## **Article 21: Statewide Labor Management Committees**

All part-time and full-time employees are eligible for grant programs jointly administered by NYS-UUP Labor-Management committees established under this contract article. They include individual development awards (15 percent of funds must be earmarked for part-time employees), campus grants, and other grant programs (see Articles 42-45 on page 3 for more details).

## **Article 23: Leaves**

### ***Vacation Leave***

This article specifies the vacation time earned by part-time and full-time employees on calendar year (12-month) or college-year (less than 12 months, but more than an academic year) appointments. If any request is refused, the member must be informed of the reason why in writing.

### ***Sick Leave***

Our contract guarantees all employees sick leave, which is earned monthly. It also defines how this leave can be used. Up to 30 sick days can be used in each year of the contract for the death or illness of a family member. Up to 15 sick days can be used for care of a newly adopted child or a new foster child.

### ***Additional Family Leave***

Part-time and full-time contingent employees are eligible for the NYS Paid Family Leave Law benefit according to terms negotiated in the UUP-NYS contract. It allows partially paid time off, continuation of health benefits, and job protection within the first year of birth, adoption, or foster care placement, for care of a family member with a serious health condition, and for assisting family members deployed abroad for military service. In 2019 and 2020, this leave can be taken for up to 10 weeks, increasing to 12 weeks in 2021. Employees whose obligation is primarily other than teaching whose regular obligation is 20 hours or more per week, and academic employees who teach two courses per semester are eligible for this benefit after 26 consecutive workweeks of employment. Employees whose obligation is primarily other than teaching who work less than 20 hours per week and part-time academics who teach one course per semester are eligible after completing 175 workdays of employment.

In addition, seven-month unpaid childcare leave can be granted at the employee's request.

### ***Holidays***

Calendar-year and college-year employees are also entitled to contractual holidays, with compensatory time and holiday pay options.

## **Article 27: Professional Meetings**

UUP and the state recognize the importance of attendance at professional meetings to which departments are encouraged to make funds available. When funds are made available, the employee is not required to charge leave accruals.

## **Article 30: Appointment, Evaluation and Promotion**

When employees are appointed to positions, they are to be given, in writing, all the requirements and responsibilities their positions entail. Part-time employees must also be informed as to which benefits they are entitled (health, leave, and other benefits). The specific information that must be in appointment letters is specified in this contract article. The article also references Articles XI and XII of the *SUNY Board of Trustees Policies*, which specify rules and procedures related to Appointment of Employees and Evaluation/Promotion respectively.

## **Article 31: Personnel Files**

The University must maintain an official personnel file for all employees covered under this contract. You have the right to review this file.

## **Article 32: Notice of Non-Renewal**

This article specifies how long before the end of a term appointment employees must be notified that they are going to be non-renewed. Employees on temporary appointments are not entitled to such notice. Part-time and full-time employees on term appointments are entitled to notice, but required notice periods vary.

After four consecutive semesters, part-time employees should receive a "term" appointment. This entitles employees to a job for the period of time specified in their appointment letters. If they are not rehired when their term expires, they are entitled to at least 45 calendar days of notice prior to the expiration of their current term.

Full-time employees on term appointments have the following notice of non-renewal requirements:

- Three months prior to the end of a term expiring at the end of an appointee's first year of uninterrupted service.
- Six months prior to the end of a term expiring after completion of one, but not more than two years of uninterrupted service.
- 12 months prior to the expiration of a term after two or more years of uninterrupted service.

Full-time Professionals with titles in Appendix B-1 and B-2 of Article XI of the SUNY Board of Trustees Policies (Athletic Titles) must receive not less than six months notice prior to expiration of their term appointment.

## **Article 39: Health Insurance**

All full-time employees are eligible for health insurance.

Part-time employees are eligible for full coverage in the New York State Health Insurance Program (NYSHIP), including prescription drug coverage, if they are:

- Part-time **academic employees** who teach six credits, contact hours or credit equivalents in any one semester at a single campus.
- Part-time **professional employees** and part-time **academic employees** with obligations that are primarily other than teaching **hired before Jan. 1, 2019**, who are employed at a salary rate which would yield a total compensation of \$15,618 or more between July 2, 2019, and July 1, 2020; \$15,930 or more between July 2, 2020, and July 1, 2021; and \$16,249 or more after July 1, 2021.
- Part-time **professional employees** and part-time **academic employees** with obligations that are primarily other than teaching **hired after Jan. 1, 2019**, whose professional obligation is at least one-half time.

Coverage is provided for 26 weeks (13 pay periods) for each semester. Employees who work two semesters, or 10 months, receive a full year (52 weeks; 26 pay periods) of coverage.

- Employees pay a share of the premium cost that varies based on their annual salary.
- Part-time employees who do not qualify for the health insurance program are permitted to participate on a full premium cost basis at the group rate.
- The NYS/UUP Joint Committee on Health Benefits reviews benefit eligibility problems for part-time employees.

## **Disability Insurance**

All employees who are eligible for health insurance coverage are covered by the SUNY disability insurance program after one year of service. (Article 23.8)

## **Retiree/Dependent Health Insurance**

Part-time employees may be eligible for lifetime health insurance after they retire if they:

- Are age 55 or older.
- Have 10 years (120 months) of health insurance eligibility in any state agency, not just SUNY.
- Are enrolled in the New York State Health Insurance Program (NYSHIP) at the time of retirement.

Employees who retire with unused sick leave accruals can use up to 200 accrued sick days for a credit toward the cost of their health insurance premium in retirement. The state's

formula valuing the credit involves the employee's age, salary, and number of accrued sick days.

*Part-time employees are advised to consult with their campus Health Benefits Administrator (typically located in the Human Resources Department) to determine their eligibility and the cost of their health insurance option in retirement.*

## **Article 40: UUP Benefit Trust Fund Vision, Dental, Life Insurance, Dependent Tuition Scholarship**

As a result of contract negotiations, the state provides funding to UUP which is used to provide vision and dental benefits to employees who are eligible for health insurance. A free \$6,000 life insurance policy is also provided.

If you are a "signed up" UUP member at the time of retirement, you are eligible to receive the benefits of retiree membership, including \$1,000 of UUP life insurance and an opportunity to purchase UUP's retiree dental and vision plans.

The Scholarship Program is available for dependents of both NYSHIP-eligible and non-NYSHIP-eligible UUP-represented employees. For Fall 2018, the scholarship award is \$500 per semester to be used for fees, books, supplies or room and board (this award cannot be used for tuition). A maximum of one scholarship per dependent child will be awarded each semester even if both parents are UUP represented employees and a total maximum of eight scholarships can be awarded per dependent child.

## **Articles 42, 43, 44, 45**

These articles establish Joint Labor-Management Committees to administer the grant programs funded by Article 21: Professional Development, Safety and Health, Technology, and Campus Grants committees. Part-time and full-time employees are eligible to receive grant money and participate in Labor-Management Committees that distribute grant monies and engage in joint projects to address issues that impact UUP members.

## **Article 46: Work-Life Services Programs**

This article establishes that UUP members benefit from work-life services programs to assist employees with balancing work and family responsibilities. The Employee Assistance Program (EAP) provides confidential support, information, and referral services for a variety of issues. Pre-tax savings plans help employees save money in a variety of ways. They include NYS-Ride, the Health Care Spending Account, Adoption Advantage Account, and Dependent Care Advantage Account. There is an employer contribution for UUP members who participate in the Dependent Care

Advantage Account, a pre-tax savings plan which covers expenditures for child care, elder care, and disabled dependent care. The employer contribution, which is basically a subsidy that UUP negotiates, has ranged from \$300 to \$800, depending on the member's salary.

Other work-life services programs include pre-retirement seminars, state support for campus day care centers, and wellness programs. UUP has representation on a Joint Labor-Management Advisory Board for these programs.

#### **Article 49: Program for Tuition Assistance**

When space is available, part-time and full-time employees may enroll tuition free in one course per semester and special session (e.g., summer session and intersession). There are various requirements that the employee must meet to receive free tuition.

#### **Appendix A-23: Copyright**

This appendix references SUNY Board of Trustees Policies Article XI, Title J, which addresses who owns the copyright to works created by the employee as part of their job. The rules apply, "Irrespective of the medium of storage, to all literary works as defined by copyright law, including, but not limited to, literary, instructional, dramatic, musical and artistic works, except for software, which is covered by a separate policy."

#### **Appendix A-26: Productivity Enhancement Program**

Part-time and full-time contingent employees who accrue vacation leave may elect to exchange a few vacation days for a credit toward the employee share of their health insurance premium. Go to <https://bit.ly/2RtG4F7> for more information.

#### **Appendix A-30: Part-time Academic Issues**

Campuses are encouraged to appoint part-time term faculty to one-year appointments when possible. They should have office space, access to telephones and photocopying. Each campus is to publish and disseminate or display its procedures for filling part-time vacancies. Copies are to be provided to the local chapter of UUP.

#### **Appendix A-42: Family Leave**

This appendix explains contractual provisions and other avenues that may be available to members for addressing family leave and work-life balance needs. It covers options for paid or unpaid leave for pregnancy, care of sick family members (including elders), adoption, foster care, and death of a family member. UUP's *Family Leave/Work-Life Services Guide* contains specific information for part-time employees that augments the information in A-42.

#### **Appendix A-45: Leave Donation Program**

Employees who accrue vacation days can donate leave to assist employees who have exhausted their sick leave but are in need of paid sick time due to illness. Academic-year employees, who do not accrue vacation days, cannot donate to the program but they can be recipients of days donated by colleagues with vacation accruals.

#### **Retirement/Pension**

Part-time employees are advised to consult with their campus Health Benefits Administrator (typically located in Human Resources) to determine their eligibility for participation in the New York State Teachers' Retirement System, New York State Employees' Retirement System, or New York State Optional Retirement Program. Full-time employees should be advised about retirement system options at the time of hire.



Scan the QR code at left to access the most up-to-date version of the *2016-2022 Agreement Between United University Professions and the State of New York* or go to <https://bit.ly/2UdoKGq>

Scan the QR code at right to access the *SUNY Policies of the Board of Trustees* or go to <https://bit.ly/2k2rOYM>

