



**United University Professions
Buffalo Center Chapter**

May 5, 2015

Dear All Academic Employees of UB, UUP Buffalo Center Chapter,

The State-UUP contract has a number of articles benefitting academic employees. As academic representatives on your local UUP Chapter Board, we wish to clarify those parts of the contract that affect academics, other than compensation which is well-known. We summarize significant points negotiated by UUP with the State of New York, sometimes after considerable struggle.

You should have received a printed copy of the current 2011-2016 contract. If not, please call Kristen Rinker, our secretary at our chapter office, at 645-2013. The contract is also available on-line for a pdf download at <http://uupinfo.org/negotiations/index.php> by clicking on "Agreement".

Sincerely,

Gary Casarella
Vice-President for Academics

Paul Zarembka
Grievance Officer for Academics

Shirley Bennett
Academic Delegate

State-UUP Contract Articles Concerning Academics, beyond Compensation

Article 7 Grievance Procedure

Contract violations can occur in many ways that directly affect faculty in all ranks -- from distinguished professor, to those seeking tenure, to adjuncts. While all of us hope not to have to ever file any grievance for ourselves, our contract is, in part, an insurance policy, the grievance process being the mechanisms for enforcement. If you do believe that your Contract rights have been violated, you should contact the UUP chapter office immediately since **you have 45 calendar days to file a grievance.**

Article 8 Labor-Management Meetings

In parallel with the Faculty Senate, the Chancellor and campus Presidents must meet periodically with UUP statewide and locally. The intent is to ensure that the administration is informed of critical issues and is in a position to take appropriate, corrective action or at minimum to be informed. Chapter officers can address concerns brought to them by the UB membership in campus Labor-Management meetings.

Article 9 Academic Freedom

Academic freedom has been in our contract since the origin of UUP and is at the heart of academia. It is required to enable scholars to pursue teaching and research according to the integrity of their professional work, and carries with it a responsibility. UUP has defended academic freedom in instances of violations nationwide, most recently in support of Professor Steven Salaita's contract with the University of Illinois -- and is prepared to defend faculty on our campus.

Article 10 No discrimination

Our contract protects members from retaliation due to any activity related to using contract protections and/or union activity. In addition, our contract recognizes that other forms of discrimination are prohibited, but those other claims of discrimination which are covered by federal and state laws are not grievable under our contract, and therefore must be addressed through the federal or state courts.

Article 19 Discipline

If an employee, tenured or not, is subjected to a disciplinary action by the campus administration, our contract provides due process protection before discipline can be imposed.

Article 20 Compensation

In this white paper, we are not discussing compensation as we want to focus on what else our contract offers faculty. Compensation is widely discussed around the time of contract ratification.

Article 21 Statewide Labor Management Committees

This article secures funding for UUP grant programs jointly administered by UUP and the State. They include Individual Development Awards, Drescher Leaves, Campus Grants, and other grant programs.

Article 23 Leaves

This article specifies the vacation time earned by 12 month faculty employees. If any request is refused, the member must be informed of the reason why in writing. Our contract guarantees all employees sick leave, which is earned monthly. It also defines how this leave must be used, which may include illness/death of a family member.

As an academic employee you may be eligible for Sabbatical leave, the requirements and terms for which are stated. Our contract also provides for other types of leaves such as without pay, with partial, or full pay for consulting, temporary appointment to other institutions and other endeavors deemed appropriate by the President.

Article 25 Compensation of Department Chairs

The state provides additional compensation to academics who accept appointments as department chairs as this duty is outside their normal professional obligation and is distinct from their regularly assigned work.

Article 27 Professional Meetings

Both UUP and the state recognize the importance of attendance at professional meetings to which departments are encouraged to make funds available.

Article 30 Appointment, Evaluation and Promotion

When you accept an appointment at the University you are to be given, in writing, all the requirements and responsibility your position entails. Part-time employees are also to be informed as to which benefits they are entitled. This 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 and everything it contains. The exception to this is solicited information which the respondent is entitled to be kept confidential.

Article 32 Notice of Non-renewal

This article specifies how long before the end of a term appointment the employee must be notified of non-renewal. 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. Members should consult the contract article for specifics. This article also notes that employees who intend to leave SUNY employment must provide 30 days' notice.

Article 33 Job Security Review Procedures

When the department committee and, additionally, a higher committee both recommend tenure and it is denied, the President must indicate the reason and inform the employee of the right to have the case reviewed, that is, to have a Chancellor's Advisory Committee formed.

Article 35 Retrenchment

Retrenchment is termination of employment post-tenure or during a term appointment due to the closing of a unit, department, division or school. Procedural steps are set out, including the approval of SUNY and the Chancellor.

Article 36 Contracting-Out

For any program, "the state has the right to contract out for goods and/or services". Employees affected are eligible for reassignment. There are provisions for employees who are not able to be reassigned.

Appendix A-27

This appendix clarifies Article 36. It defines who is an affected employee, the procedural list for reassignment. The union must be notified in writing "prior to the request for proposal; for Contracting Out". If the affected employee meets the entrance and/or enrollment requirements they may elect to receive an education stipend for full tuition and fees at an educational institution or organization of their choosing. A severance option and agreement is also explained in this appendix.

Article 39 Health Insurance and Opt Out Money

The state will provide health insurance for all full-time faculty, and part-time faculty who teach at least two courses per semester. During the open enrollment period, which usually occurs in the month of November, employees can change their health insurance option, and may be able to receive money in lieu of health insurance subject to qualifying rules. Accumulated sick days can be used to pay health insurance in retirement. UUP members can participate in the New York State Health Insurance Opt Out program and have possibilities for NYSHIP coverage in retirement.

Article 40 UUP Benefit Trust Fund

The state provides funding to UUP which is used to provide vision and dental benefits to employees who are eligible for health insurance. A life insurance policy is also provided.

Article 46 Family Benefits Program/Work-Life Services

This article specifies the employer contribution for UUP members who participate in the Dependent Care Advantage Account. The employer contribution, basically a subsidy, ranges from \$300 to \$800, depending upon salary.

Article 47 Employee Assistance Program/Work Life Services

This article establishes that UUP members benefit from the New York State Employee Assistance Program (EAP) and Work-Life Services programs. EAP provides confidential support, information, and referral services for a variety of issues. NYS Work-Life Services programs include pre-tax savings plans (NYS-Ride, Dependent Care Advantage Account, Health Care Spending Account), NYS-Balance Resource and Referral Service, pre-retirement seminars, state-supported campus daycare centers, and wellness programs.

Article 49 Program for Tuition Assistance

When space is available 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-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 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. It explains options to stop the tenure clock.

Appendix A-45 Leave Donation Program

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. Those 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.

A-48 Librarians

An Executive Level Committee composed of UUP officers and officials from SUNY and the Governor's Office of Employee Relations is established under this appendix to discuss issues pertaining to librarians.

SUNY Board of Trustees Articles incorporated by reference in the Contract

(available at <http://www.suny.edu/media/suny/content-assets/documents/boardoftrustees/SUNY-BOT-Policies-June2014.pdf>)

Article XI, Title H Appointment Year

This article discusses various types of appointment. It refers to the length of obligation, professional obligation, appointment year and engaging in other employment during the professional obligation.

Article XI, Title J Patents, Inventions and Copyright Policy

"All inventions made by faculty members, employees, students and all others utilizing University facilities at any of the State-operated institutions of State University shall belong to State University." However 40% of the royalties shall be paid to the employee. "Members of the staff of the University shall retain all rights to copyright and published written works produced by them." However if employees are directed in the scope of their employment to produce specific work (work for hire) that work is the copyright of the University.

Article XII, Evaluation and Promotion of Academic & Professional Employees

Prior to tenure, Academic employees should be evaluated and the written appraisal is to be sent to the employee. The appraisal criteria for academic evaluation and promotion are as follows: mastery of subject matter; effectiveness in teaching; scholarly ability; effectiveness of University service; continuing growth.