

APPENDIX A-58
Part-Time Academic Employee Retiree Health Insurance Eligibility

Dear Dr. Kowal:

According to Article 39.11(f), of the New York State-United University Professions Agreement, employees have the right to retain health insurance coverage after retirement upon the completion of ten (10) years of state service. For SUNY part-time academic and professional employees, the ten years of state service must be benefits eligible state service to qualify.

SUNY, the State, and UUP agree that a semester of benefits eligible service is equivalent to six (6) months toward the ten (10)-year state service requirement. Therefore, twenty (20) semesters of benefits eligible service for part-time academic employees defined under Article 39.10 equates to ten years of state service for the purposes of determining eligibility for health insurance in retirement. The twenty (20) semesters do not have to be consecutive, but the employee must have been benefits eligible for each of the twenty (20) semesters being counted.

Sincerely,

s/Michael N. Volforte, Director
Office of Employee Relations

s/Frederick E. Kowal, President
United University Professions

APPENDIX A-59
Mid-Level Provider Reimbursements

Dear Dr. Kowal:

During the negotiations for the 2026-2031 Agreement, the parties discussed the Department of Civil Service's ability to apply a 15 percent discount to mid-level provider reimbursements.

This side letter confirms that the parties agreed that the Department of Civil Service, as the administrator of the New York State Health Insurance Program (NYSHIP) Empire Plan, has the administrative ability to apply a 15 percent discount to the reimbursement of mid-level providers under both the medical and the mental health/substance use programs.

Sincerely,

s/Michael N. Volforte, Director
Office of Employee Relations

s/Frederick E. Kowal, President
United University Professions

APPENDIX B-1
Seasonal/Temporary Part-Time Lifeguard Employees

1. Applicable Articles and Appendices

The provisions of the annexed Professional Services Negotiating Unit (PSNU) Agreement shall be applied as specified in this Appendix (excluding Articles 4, 5, 8, 9, 11, 18, 19, 20, 21 (except as described below), 23, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 (except as described below), 40 (except as described below), 42, 43, 44, 45, 46, 47, 48, 49 and all Appendices except A-2, A-7, A-8, A-11, A-17, A-21, A-25, ~~and A-44, A-57 and A-58~~) to seasonal and part-time temporary employees in lifeguard titles other than those in annual salaried positions in lifeguard titles insofar as they apply by their terms; such employees are hereinafter collectively referred to as “employees.”

2. Substitutions

For articles and appendices that apply: “facility” is substituted for “college”; “facility head” is substituted for “college president”; and, “agency head” is substituted for “chancellor”. Representatives of the Office of Employee Relations and United University Professions shall meet in labor-management as necessary to discuss any other modifications to terminology in articles and appendices that do apply.

3. Labor-Management Minutes and Agreements

All labor-management committee meetings shall be conducted in good faith. These committees shall have no power to contravene any provisions of this Appendix or to agree to take any action beyond the authority of the management at the level at which the meeting takes place. Matters may be referred to and from the local and agency levels as necessary. The parties may issue joint meeting minutes and letters of understanding. Any arrangement which is mutually agreed upon at the local level shall be reduced to writing within fourteen calendar days and is subject to review and agreement by the Office of Employee Relations and United University Professions. Any arrangement which is the subject of a memorandum of understanding, letter of understanding, or joint meeting minutes shall not be altered or modified by either party without first meeting and discussing with the other party at the appropriate level in a good faith effort to reach a successor agreement. Any alterations or modifications to a written local labor-management agreement as described in this section may occur no sooner than five days after such meeting and discussion and subsequent written notification of the changes received by the other party. Implementation of such alterations or modifications shall not occur without adherence to the procedures herein described. In cases where emergency conditions necessitate a variation of an established labor-management agreement by either party, the other party must be notified of such variation as soon as possible. Such variation will be reviewed by the designated union and management chairs of the local labor-management committee within seven days. Disagreements growing out of the implementation of memorandum or letters of understanding may be initiated at Step 3 of the grievance procedure as contained in Article 7, Grievance Procedure, of the State/UUP Agreement and will not be subject to arbitration.

4. Compensation

a. Hourly Wage Increase

~~Eligible employees in the following Lifeguard titles~~ shall receive ~~a two (2) percent~~ an increase in their hourly wage rate:

~~Downstate: Chief Lifeguard~~

~~Long Island: Supervising Lifeguard, Field Lieutenant, Field Captain~~

~~Effective June 22, 2022, eligible employees in the following titles shall receive salary increases as provided in Budget Bulletin D-1145 (June 19, 2022):~~

~~Upstate: Lifeguard, Lifeguard 2, Assistant Chief Lifeguard, and Chief Lifeguard~~

~~Downstate: Lifeguard, Lifeguard 2, and Assistant Chief Lifeguard~~

~~Long Island: Lifeguard, Lifeguard 2-LISPC~~

~~Thereafter, all eligible employees subject to this Appendix shall receive the following increases in their hourly wage rate:~~

April 1, ~~2023~~ 2026 – ~~Three (3) percent~~ Four and one-half (4.5) percent

April 1, ~~2024 2027~~ – ~~Three (3) percent~~ **Four (4) percent**

April 1, ~~2025 2028~~ – Three **and one-half** (3.5) percent

April 1, 2029 – Three (3) percent

April 1, 2030 – Three (3) percent

1. To be eligible for a retroactive increase, an employee must have been in employment status on the effective date of the hourly wage rate increase or during a season that commences during the fiscal year that includes the effective date of an hourly wage rate increase.
2. The percentage increases as provided in 4(a) above shall be applied to the hourly wage rates of the specified employees subject to this Appendix.

b. Lump Sum Payment

1. Effective April 1 in each year of the Agreement, a \$150 lump sum payment, not added to base, will be payable to Lifeguards in seasonal/temporary and annual salaried positions who have been in pay status for at least 500 hours during each of the previous 10 or more consecutive seasons payable in the last pay period of the season.
2. Effective April 1 in each year of the Agreement, a \$500 lump sum payment, not added to base, will be payable to Lifeguards in seasonal/temporary and annual salaried positions who have been in pay status for at least 1,500 hours during each of the previous five or more consecutive years payable in the last pay period of the fiscal year.
3. The lump sum payment shall be funded through the Professional Development Program, pursuant to Article 21 Statewide Labor Management Committees.

5. Separation Review

Employees who have completed at least two (2) years of continuous service of six (6) pay periods on a scheduled half-time or greater basis in each of those two (2) years shall be entitled to meet with the appointing authority or designee, to the extent practicable, to discuss specific incidents or overall performance that may lead to separation, prior to being served a notice of involuntary separation, except where such incidents are the subject of an anti-discrimination investigation, pursuant to Executive Order 187, or pose a danger to persons or property or severely interfere with operations. However, nothing herein shall restrict the appointing authority's right to involuntarily separate an employee for any incident. In instances where the employee is served with a notice of involuntary separation, the local union representative shall be notified of the involuntary separation, and a union representative may accompany the employee to the separation interview meeting if the employee so chooses. The employee may present reasons, arguments and/or documentary evidence including any relevant witness statements the employee may have as to why the employee should not be involuntarily separated. The appointing authority, upon request, may allow the presentation of other information at this separation interview meeting if it deems such information to be beneficial to evaluating the employee's reasons, arguments and/or documentary evidence as to why the employee should not be involuntarily separated. Employees have no other due process rights upon separation other than those described in this paragraph.

6. Scheduling Job or Shift Assignments

Effective April 1, 2013, management shall have the right to make any job or shift assignment necessary to maintain services of the agency and to maintain staff at appropriate operating levels.

Specifically,

- There shall be no right to be called in during inclement weather.
- There shall be no wash up time.

7. Holiday Compensation

Employees who work at least one hundred and sixty (160) hours during the season (at least twenty (20) days) will be entitled to additional compensation at their hourly rate, up to a maximum of eight (8) hours, for time

worked on each of the first four (4) days during their employment in any seasonal period (April 1 to September 30 or October 1 to March 31) which are observed as holidays by the State. Such compensation shall be paid retroactively upon completion of five (5) weeks of work.

8. Uniforms

The State will continue to provide seasonal employees presently receiving uniforms with uniforms according to the policies in effect in the employing agencies.

9. Health Insurance

Employees are eligible for health insurance under the terms of the health insurance contracts in force during the annexed Agreement as follows:

- a. Part-time employees in Lifeguard titles as of July 1, 2013, who are enrolled for health insurance on that date, may continue eligibility for benefits as contained in Articles 39 and 40.
- b. Part-time employees hired after that date will be subject to the eligibility terms therein as applicable.
 - c. Seasonal employees will be eligible for health insurance as contained in Article 39 and the benefits provided pursuant to the fund established under Article 40, at the employee premium share while they are on the payroll as follows: the employee must be expected to work at least six (6) months and the employee must be employed on at least a half-time basis. Upon an employee leaving the payroll, if the employee is not off the payroll for more than six (6) months, the employee is eligible for such benefits upon the return to work and will not be required to satisfy the six-month minimum employment requirement.
 - d. Employees who have completed at least six (6) years of continuous service of six (6) pay periods on a scheduled forty (40) hours per pay period or greater basis in each of those six (6) years and who are eligible for rehire may continue their health insurance coverage as contained in Article 39 on a full pay basis between seasons. Should an employee fail to return in the following season, health insurance coverage will be terminated.
 - e. Seasonal employees who are hired for a period of less than six (6) months are eligible for coverage as contained in Article 39 during the term of their employment by paying the full cost of coverage (employee and employer share).

10. Attendance Rules Coverage

Seasonal employees who have been continuously employed on at least a forty (40) hours per pay period basis for nineteen (19) pay periods shall be entitled to attendance rules coverage in accordance with Civil Service Attendance Rules. Employees not covered by the Civil Service Attendance Rules will be allowed leave with pay for injuries sustained in the line of duty. Use of such leave is to be held to a minimum and shall not exceed three (3) days or twenty (24) hours pay per year, whichever is less.

11. Grievance Procedure

The provisions of Article 7 of the State/UUP Agreement shall apply to employees in lifeguard titles covered by this Agreement subject to the following modifications:

- a. With respect to Section 7.2, the section shall read as follows: A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement for employees in lifeguard titles working in State agencies other than the State University of New York.
- b. With respect to Section 7.5(a), replace "Contract Grievance Form" with "Contract Grievance Form for Lifeguards."
- c. With respect to Section 7.5(b)(2), delete the subsection.
- d. With respect to Section 7.7(b)(1), the subsection shall read as follows: "The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this Agreement. The arbitrator shall confine the decision and award solely to the application and/or interpretation of this Agreement. Where provisions of this Agreement call for the exercise of judgment, the arbitrator shall not substitute the arbitrator's

judgment for that of the official making such judgment but shall be confined to a determination as to whether this Agreement has been followed. If the arbitrator determines that this Agreement has not been followed, the arbitrator may fashion an appropriate remedy.

12. Review of Personal History Folder

a. For the purposes of this Appendix, there shall be one (1) official personal history folder maintained for an employee. Employees shall, within five (5) working days of a written request to their facility, have an opportunity to review their official personal history folder in the presence of a UUP representative (if requested by the employee) and an appropriate official of the facility. Such right shall not be abused. The employee shall be allowed to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

b. The official personal history folder shall contain all memoranda or documents relating to such employee which contain criticism, commendation, appraisal, or rating of such employee's job performance. Copies of such memoranda or documents shall be sent to such employee simultaneously with their being placed in their official personal history folder.

c. Employees may, at any time, request and be provided copies of all documents and notations in their official personal history folder of which the employee has not previously been given copies. If such file is maintained at a location other than the facility in which the employee works, it shall be forwarded to the employee's facility for review by the employee.

13. Contracting Out

The State shall not contract out for goods and services performed by employees which will result in any employee being reduced or laid off without prior consultation with UUP concerning any possible effect on the terms and conditions of employment of employee covered by this Appendix.

14. Employee Organization Leave

- a. Grievances: The Lifeguard Unit President, or designee, 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 Section 11 of this Appendix.
- b. Separation Reviews and Questioning of Anti-discrimination Investigation Targets: The Unit President, or designee, shall be granted reasonable and necessary employee organization leave, including travel time, to represent employees in these matters. Nothing herein shall delay the scheduling of such review or questioning.
- c. Labor Management Meetings: The Lifeguard Unit President and First Vice-President, or their designees, shall be granted reasonable and necessary employee organization leave, including travel time, to participate in mutually scheduled labor-management meetings.
- d. Negotiations with the State: The Lifeguard Unit President and First Vice-President, or their designees, shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of participating in negotiations with the State.
- e. Employee organization leave shall be subject to the following general provisions:
 - 1. Employee organization leave shall be leave with pay and without charge to the employee's leave credits.
 - 2. When such activities extend beyond the employee's scheduled working hours, such time shall not be considered as in paid status.
 - 3. To determine whether an employee is eligible to receive travel time credit, travel time shall mean actual and necessary time spent in travel during scheduled working hours only, not to exceed five (5) hours each way.

4. i. Requests for employee organization leave for Section 14(a), (b) and (c) shall be made by the Lifeguard Unit President, or designee, to the agency head, or designee, withing five (5) days advance notice.
- ii. Requests for employee organization leave for Section 14 (d) shall be made by UUP to the Director of the Office of Employee Relations five (5) days' advance notice.
- iii. Requests for employee organization leave shall not be granted unless the purpose, location, times, and dates for which leave is requested and the names, times, date, and agency work location of employees for whom such leave is requested is provided.
- iv. UUP shall provide to the Director of the Office of Employee Relations within thirty (30) days after the execution of this Agreement, and quarterly thereafter, a list of UUP Lifeguard officers and other employees eligible for employee organization leave pursuant to Sections 14 of this Appendix, together with the work locations of such employees. Only employees so designated shall be entitled to authorized employee organization leave as required above. UUP shall notify the Director of the Office of Employee Relations in writing of any additions or deletions of employees assigned to those offices and employees eligible to attend meetings.
- v. Failure to designate employees in advance for employee organization leave as provided in this Appendix may result in the forfeiture of employee organization leave for those employees for the desired purpose at the State's discretion.
- vi. Use of employee organization leave shall not unreasonably interfere with agency operations. Employee organization leave shall not be unreasonably withheld.

15. Professional Development

During negotiations of this Appendix, the parties discussed the issue of providing professional development opportunities to Lifeguard employees, supported by funds provided through Article 21, Statewide Professional Development Committees of the State/UUP Agreement. As soon as practicable following execution of the PSNU Agreement, the parties will meet to discuss whether there are ~~any appropriate~~ **mutually agreed to** professional development initiatives that should be pursued during the term of the Agreement. If there is mutual agreement to pursue an initiative, the parties shall establish program guidelines, and allocate appropriate funding from Article 21 to support such initiatives.

16. All staff representatives of the Office of Employee Relations and United University Professions will render assistance to local joint committees in procedural and substantive issues as necessary to fulfill the objectives of this Appendix and may participate in such meetings.

17. This Appendix shall be in effect for the term of the annexed State/UUP Agreement from July 2, ~~2022~~ **2026** to July 1, ~~2026~~ **2031**.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be signed by their respective representatives on **July, 2026 September 12, 2023**.

APPENDIX B-2 **Annual Salaried Lifeguard Employees**

Dr. Frederick E. Kowal, President
United University Professions

Dear Dr. Kowal:

This shall confirm the understanding reached between the parties regarding employees appointed to permanent part-time positions in Lifeguard titles on an annual salaried basis.

If new appointments are made to permanent part-time positions during the term of the ~~2022-2026~~ **2026-2031** State/UUP Agreement, the initial terms and conditions of employment for such appointments shall be