

December 21, 2009

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 1104
GRADUATE STUDENT EMPLOYEES UNION
-AND-
STATE OF NEW YORK/STATE UNIVERSITY OF NEW YORK

JULY 2, 2007 TO JULY 1, 2009
TENTATIVE AGREEMENT
SUMMARY**

The State of New York (“State”) and the Graduate Student Employees Union (“Union”) have signed a tentative agreement for a collective bargaining agreement for the period July 2, 2007 to July 1, 2009. There are economic improvements in the tentative agreement, including raises, increases in the fund monies and an increase in the prescription drug cap.

Citing its financial emergency, the State withdrew its offer of a 4 year contract and offered a 2 year contract. Because of its financial exigencies, the State did not have the authority to offer increases in compensation or increases in fund monies in 2009 or 2010. The State offered a two-year contract partly in response to the Union’s refusal to accept a wage freeze in 2010.

The State’s contract offer contains a 3% increase in compensation for 2007 to 2008 and for 2008 to 2009. There are also increases in the fund monies. Doctoral Recruitment and Retention increased to \$1,311,653 or \$655,826 per year. This is an increase from \$600,000 per year in the prior contract. Comprehensive College Recruitment and Retention increased to \$382,596 or \$191,298 per year. This is an increase from \$175,000 per year in the prior contract. Fee Mitigation Fund increased to \$1,132,804 or \$566,402 per year, an increase from \$518,187 per year in the prior contract. Downstate Location Fund increased to \$687,456 or \$343,728 per year, an increase from \$550,000 in the prior contract. Professional Development Fund increased to \$327,914 or \$163,957 per year. This is an increase from \$150,000 per year in the prior contract. The State is providing a \$50,000 accidental death benefit to members.

The State improved its grievance procedure by adding, to the list of contract articles that can be grieved, the failure to provide written policies on workload. The State is also willing to resolve issues regarding the lag in payroll checks at the start of each semester.

Inpatient mental health coverage will be provided at 100%, subject to a \$200.00 co-pay. Up to 15 outpatient mental health visits per year will be provided, subject to a \$10.00 co-pay per visit. Outpatient substance abuse coverage is provided with a \$10.00 co-pay.

There are increases in some of the co-pays for medical services. The co-pay for outpatient services increased from \$8.00 to \$15.00; the co-pay for emergency services increased to \$25.00 from \$15.00. The co-pay for vision services increased to \$10.00

There are also changes to the prescription drug plan. The cap for prescription drugs is raised to \$3,000 from \$2,500.00. The co-pay for non-preferred drugs will increase to \$40.00 from \$30.00. There is also a \$10.00 increase in co-pays for non-preferred prescription drugs ordered through the mail. The co-pay for prescription drugs at the student health centers will be \$7.00.

To be eligible for health insurance, an employee must earn at least 50% of the contractual minimum stipend of employees at the University Centers.

To be eligible for the across-the-board percentage increase, an individual must have been an employee during all or part of the contract period, currently be enrolled at the same university at which he or she was employed, and not be a member of another [State] bargaining unit.

To be eligible to receive Fund monies, the individual must be in the bargaining unit at the time of payment. The universities/colleges will have some discretion in who receives fund monies, particularly the recruitment and retention monies.

The State demanded, as a condition of reaching a tentative agreement, that the Union withdraw all outstanding charges it had filed at the Public Employment Relations Board (“PERB”). There are three charges against the State, two of which address tuition scholarships at SUNY Binghamton. The issue of tuition scholarships, and a university’s or college’s ability to reduce them, is not an easy issue. An institution has the right to reduce the amount of tuition scholarship unless the Union can argue successfully that it is a term and condition of employment. There are a significant number of employees, particularly master’s degree students, who do not receive a tuition scholarship. This undermines the argument that it is a term and condition of employment since not everyone receives it. In addition, Side Letter S3 states: “In the event an employee’s tuition scholarship is reduced . . .” The State takes the position that this side letter is a waiver of the Union’s ability to bargain over changes in tuition scholarships, regardless of whether it is a term and condition of employment. It is not certain that the Union would have prevailed on the charges that were pending at PERB. Given that uncertainty, the Union could not justify rejecting the State’s demand that the PERB charges be withdrawn. The Union was also concerned that a ruling from PERB that tuition scholarships are a condition of employment could have resulted in tuition scholarships being considered taxable income.

