

CUNY / PSC 2023 Collective Bargaining Negotiations

The City University of New York

A Value Driven Contract for the Community

Bargaining Agenda

This document reflects the Bargaining Agenda of The City University of New York. This document does not reflect proposed contractual language for the Collective Bargaining Agreement. The City University of New York is not bound by this Agenda. The City University of New York is not restricted in adding or removing items from its Agenda.

Financial

1. For the PSC to pay, out of the settlement of this agreement \$9.76 Million. (Appendix L- Obligation to Pay)
2. Set term of the agreement to three (3) years with no retroactivity.
3. Eliminate the ability to purchase additional release time for additional Union designees.
4. Link the graduate student health insurance contributions to the SUNY Graduate Student Union Collective Bargaining Agreement as a minimum.
5. Eliminate the ability of the PSC to collect a 7.5% fee for administering the HEO / CLT development fund.
6. Eliminate the ability of the PSC to collect a 7.5% fee for the Adjunct Professional Fund.

Operational Limitations: Appointment / Work Assignment / Salary

1. Eliminate the University-wide cap of 250 positions and 7-year employment limit for Distinguished Lecturers and Clinical Professors.
2. Eliminate University-wide cap of 300 for Distinguished Professors.
3. Eliminate the 10% Chief CLT, 25% Senior College CLT, and 65% CLT goals for CLT series positions.
4. Eliminate restrictions placed on the backfill of a HEO position held by a HEO with a multiple year appointment or a CCAS who is appointed to a higher title.
5. Eliminate the prohibition of budgetary constraints as a basis to deny promotions.

6. Extend and make permanent Appendix N: Provide full-time faculty the opportunity to teach courses during the summer annual leave period on a voluntary basis and in the discretion of CUNY in exchange for workload credit during the academic year or adjunct pay.
7. Provide qualified HEOs the opportunity to teach courses on a voluntary basis and in the discretion of CUNY as part of their 35-hour workweek.
8. Increase the maximum adjunct workload at one college from 9 to 15 contact hours per semester.
9. Increase the maximum above base salary from 180% to 200% of the top step and expand the eligibility for a salary above base to individuals appointed to Visiting Assistant Professor, Visiting Associate Professor and Visiting Professor titles.
10. Expand and make permanent Appendix M: Stipends for Defined Projects. Expand eligibility to include adjuncts, increase the maximum stipend to \$20,000, and indicate that all materials developed pursuant to the payment of such a stipend shall be subject to CUNY's Intellectual Property Policy.
11. Eliminate requirements for construction of new facilities.

Benefits & Leave

1. Provide Clinical Professors with 40 days of annual leave in lieu of annual summer leave to be used during the time their program is running. Such days shall not be accrued or subject to carryover.
2. Provide colleges the discretion to schedule annual leave for Counselors hired after September 1, 1998 in two-week increments instead of four-week increments.
3. Provide the University the discretion to modify the definition of annual leave year.
4. Eliminate the discretion for carryover and payout of unused vacation days over 45 days.
5. Establish a four (4) week notice of resignation requirement for payout of annual leave.
6. As a voluntary option for retiring employees, payout 50% of accumulated sick time upon retirement in lieu of Travia Leave.
7. Reconcile Dedicated Sick Leave Program, Catastrophic Sick Leave Program and Paid Parental Leave within Article 16 (Temporary Disability & Parental Leave).
8. Limit the advance of temporary disability benefits to three (3) months and only upon exhaustion of Dedicated Sick Leave Program and Catastrophic Sick Leave Program Benefits.

Misconduct / Non-Reappointment / Removal

1. Extend and redefine the definition of job abandonment to tenured and certificated instructional staff as five (5) consecutive days of absence (excluding weekends and holidays).
2. Redefine job abandonment for adjuncts as any absence of a week of scheduled classes or other assigned duties during the week.
3. For faculty teaching online asynchronous courses, define course abandonment as unauthorized absence of 7% of a course. Provide Colleges the ability to void the appointment and / or withhold pay for certificated and tenured faculty who abandon an asynchronous course.
4. Provide for the separation of employees after one year on unpaid status, except those receiving disability insurance payments without resort to the contractual disciplinary procedure.
5. Define the length of classroom observation as “at least one contact hour” rather than “a full classroom period.”
6. Create a new and specific procedure and method to conduct Online Course Evaluations.
7. Provide colleges with the discretion to have up to two individuals at the post-observation conference.
8. Require employees to request a copy of an evaluation memorandum as a prerequisite to challenging their evaluation on the ground that the evaluation memorandum was not provided or not provided in a timely manner.
9. Define personnel file as consisting of both a paper and electronic component.
10. Require employees to examine and/or initial their personnel file annually as a prerequisite to challenging a negative employment action on the grounds that the file is incomplete or documents not initialed.
11. Notification of non-reappointment is effective upon sending a non-reappointment letter.
12. Modify adjunct non-reappointment notice date for the Spring semester to December 15.
13. Modify notification date for non-reappointment for HEOs to June 1.
14. Eliminate the requirement to provide a letter of reasons for non-reappointment or denial of promotion to all non-teaching instructional staff and all teaching instructional staff in non-tenure bearing and non-certificated titles.
15. Modify the timeframe to provide a letter of reasons to 30 business days from date of request.

16. Provide for the separation for cause of certificated Lecturers for “professional incompetence” when receiving an unsatisfactory evaluation within a minimum of 6 months following an initial unsatisfactory evaluation
17. Provide for the separation for cause of HEOs with a CCAS for receiving an unsatisfactory performance evaluation within a minimum of 6 months of receiving an initial unsatisfactory evaluation.
18. Provide for the elimination of a HEO function with 30 days notice.

Grievance / Arbitration

1. Require a grievance to include the manner in which each contract provision, by-law section or written policy is allegedly violated.
2. Require that the PSC file non-disciplinary grievances to Step 2 and Arbitration.
3. Arbitrations not held within a year of filing shall be deemed withdrawn with prejudice.
4. Require charged employee to request a meeting within 14 days of being served charges. Failure to request a meeting within 14 days or to appear at the meeting shall constitute acquiescence of the charges and penalty.
5. Make Appendix H Permanent - Permanently eliminate Step 2 from the Disciplinary Grievance Procedure.
6. Limit continuation of pay to one year from date of arbitration filing for terminated faculty during the pendency of an arbitration.
7. Require that a grievance that is not conferenced within three months of the date of the filing, excluding any period of delay caused by the administration, will be deemed abandoned.
8. Provide that a grievance appealed to the Chancellor or the Chancellor’s designee that is not conferenced within three months of the date of the appeal, excluding any period of delay caused by the administration, will be deemed abandoned.

Representation

1. Exclude from representation employees in the following functions: University Budget Office, the University Controller’s Office, the University Office and college offices of Academic Affairs, the University Office of Internal Audit and Management Services, the Offices of Academic Affairs and Development (at each college) and the Office of the College President/Dean of the Professional Schools.

2. Exclude from representation employees in the titles: University Professor, Department Chairs (or equivalent) and the Directors of Development, Information Technology, Payroll, Budget, Financial Aid; Registrar; Bursar; and Admissions at each college.
3. Exclude from the EOC Supplemental Agreement recognition clause the titles Assistant Coordinator of Academic Affairs and Assistant Coordinator of Computer Science.
4. Eliminate cap limitations and/or designations for functions and titles currently excluded.
5. Exclude PSC Chapter Chairs and PSC Grievance Counselors from serving on the College Personnel and Budget Committees or on the College or University Senate. (Add to Article 6)

Agreement Clean Up

1. Incorporate Appendices A, B, C, F, G, I, J, K, L, M, N into Agreement with amendments.
2. Incorporate terms of employment for Research Professor, Part-time Research Professor, Research Associate Professor, Part-time Research Associate Professor, Research Assistant Professor and Part-time Research Assistant Professor.