

Frequently Asked Questions

FAQs about the contract

The PSC negotiating team is presenting the proposed contract at chapter meetings throughout CUNY. Here are some of the questions that members are asking, with responses from negotiating team members.

■ When can I expect my retroactive pay?

If union members ratify the proposed agreement and CUNY's Trustees approve it, the University will set a projected pay date for faculty and professional staff to get the money they are owed retroactively. As soon as this date is set, the PSC will notify members through the union website. Based on the last contract, we would expect it to be by late August. The union will press for an earlier pay date if at all possible.

■ How much retroactive pay will I receive?

If the contract is ratified and approved by the CUNY Trustees, you will get a check for retroactive pay equal to between 6% and 8% of your annual salary as of April 2006 (depending on step increases), which will then be reduced by the usual taxes and pension deductions. Among employees who have been in full-time PSC titles since at least April 2004, retroactive pay – before tax and pension deductions – could

your salary. For a CLT who earned \$46,948 at the end of the last contract, the top of the scale for that title, \$800 is worth 1.7%. That position will pay \$51,728 at the end of the new contract, for a total increase of 10.18%. For someone who earned the old top professor/HEO salary of \$93,507 at the end of the last contract, \$800 is worth 0.86%. That person would earn \$102,235 at the end of the new contract, for a total increase of 9.33%. Among all full-time employees in the bargaining unit, the average salary increase is 9.5%. A combination of percentage and lump-sum increases provides greater equity across the salary spectrum than a straight percentage increase.

To provide part-timers with a pro-rated equivalent of this \$800 raise, part-time salary steps will get an un-compounded 1% increase on September 19, 2007.

■ Are all across-the-board increases on top of the salary steps?

Yes. Each of these increases will raise the whole salary schedule by that percentage, and will be paid in addition to any step increases that employees are due. Thus, each salary step will go up by the across-the-board increases.

For example, an associate profes-



In session after session, PSC negotiators faced CUNY management representatives across the bargaining table.

Gary Schochet

staff employees at the start of the contract. The increase will be calculated by taking 1% of each 11/1/02 adjunct hourly rate and applying the resulting amount to the equivalent 5/1/06 hourly rate on September 19, 2007.

■ How does this proposed contract compare to the agreement between SUNY and United University Professions?

In comparing SUNY and CUNY, it's important to note that the two systems have very different salary and benefit structures. For example, SUNY does not have salary steps like CUNY, but instead has "discretionary" raises that are awarded by management.

The UUP package is comprised of three elements: across-the-board salary raises, other economic enhancements, and discretionary pay increases. When all three parts are totaled up, the UUP package is worth 15.6% over four years – 11.6% in across-the-board increases and other enhancements, and 4% for the discretionary increases. The 11.6% is comprised of the state salary increase pattern (\$800 in cash in the first year, three across-the-board increases of 2.5%, 2.75%, and 3%, and \$800 added onto an individual's base salary at the end of the contract) plus the other enhancements (a \$500 "achievement increase" to long-serving employees, increases to location stipend, and other benefits).

The PSC contract is worth 12.36% in across-the-board increases and economic enhancements, and 6.8% in step increases (the value the State places on the step increases over the life of the contract), for a total of 19.2% over four years and 10.5 months. The PSC across-the-board salary package is the same as the State pattern. The PSC enhancements above the salary package (such as sabbaticals at 80% pay or an additional 12 hours of untenured faculty leave) are worth more and address needs that are different from UUP's.

The latest AAUP annual salary survey (<http://chronicle.com/stats/>

aaup/) shows that the average faculty salary in the SUNY system is lower than at CUNY at most comparable campuses – in large part because of the salary steps that have been won by the PSC. In total compensation (salary plus benefits), CUNY campuses are among the highest rated in their class. This doesn't mean our salaries are adequate, but we need to keep our facts straight when making comparisons.

■ Why is the contract longer than 4 years? Why aren't the salary increases effective November 1, since that's when this contract started?

The PSC bargains with both the City and the State, and the State made it clear that they would not agree to higher across-the-board salary increases for the PSC than other State employees (including SUNY faculty) received in this round of bargaining. Confronted with that ceiling on salary increases, the PSC bargaining team tried to maximize the financial gains for our members in areas other than salary. We used an approach used by other unions (such as the UFT) in this round, and extended our contract by a number of months to create more funds; we also negotiated to delay contractual increases by six months to generate more recurring money. By delaying the salary increases from November 1 to May 1 in each of three years (which ultimately means a one-time difference in retroactive pay), we negotiated a permanent, recurring increase in the money available for Welfare Fund benefits and research support. Put simply, we transformed part of a one-time cash amount into a permanent source of funds.

■ How much money will be added to the Welfare Fund?

In FY 2005, the Welfare Fund's income was \$25.7 million. This money comes from a combination of per capita payments that the PSC negotiated in coalition with the other city unions in the Municipal Labor Committee, and separate increases that the PSC has nego-

tiated directly with CUNY.

The new settlement will add \$5.2 million annually in increases that the PSC negotiated directly with CUNY. This \$5.2 million in annual cash and per capita increases represents an increase of more than 20% in the Welfare Fund's annual income.

Boosting support for these supplemental health benefits by more than 20% is a major victory of this contract. The bargaining team was able to leverage this increase from management by agreeing to allocate a portion of retroactive pay to generate approximately \$30 million to rebuild the Welfare Fund reserve.

■ Why does the proposed contract allocate a portion of retroactive pay to the Welfare Fund reserve?

The Welfare Fund must build up its reserve, which has been depleted through years of underfunding by CUNY. At the end of FY 2005, the Fund's reserve was down to \$3.7 million. According to the New York City Comptroller, this is unacceptably low. The reserve should be at one year's expenditures, \$26.6 million in FY 2005. We worked long and hard to get the State to provide an infusion of money to restore the reserve, but ultimately they refused.

Using a portion of the retroactive money for this purpose is not the ideal solution, but it does have some advantages. If these funds were paid as salary, taxes would be withheld – so members would receive only a portion of it. By contrast, the retroactive pay that is used to build the reserve goes into the Fund at full value. If we didn't build the Fund's reserve in this way, then the Trustees would have to raise copays and deductibles.

Until this country acts on a comprehensive national health care program, union negotiators will have to patch together various ways to fund the Welfare Fund. Under current circumstances, the negotiating team believes that the approach in this contract is the smartest way to resolve the immediate funding problems.



José Santana of Hostos asks a question at the April 27 Delegate Assembly.

range from about \$1,800 (for an assistant to HEO hired in September 2003 at the bottom of the salary scale) to \$7,400 (for a professor or HEO at the top of the salary schedule since January 2004).

■ Why is the salary increase described as an average of 9.5% rather than an exact number?

The first three raises in this contract are percentages (2.5% on May 1, 2004; 2.75% on May 1, 2005; and 3% on May 1, 2006). But the fourth and final pay increase, to be paid on September 19, 2007, is a fixed amount – \$800 – which will be added to the base salary of all full-time employees.

What that \$800 raise represents in percentage terms will vary with

sor currently earning \$70,474 would see her salary increase to \$76,450 with the application of the increase due May 1, 2006. Meanwhile, the next salary step, to which she would move in January 2007, would have been increased to \$79,221.

The final \$800 raise for full-time employees and the 1% increase for part-timers will be added to the salary step schedule on 9/19/07 – the last day of the new contract.

■ For part-timers, how was the 1% figure arrived at for this final increase?

\$800 represents 1% of the average compensation (salary plus CUNY's contribution for pension and Social Security) of full-time instructional

■ How will the dental benefit be improved?

The Welfare Fund currently spends approximately \$3 million on the dental benefit. The negotiating team's recommendation to the Welfare Fund Trustees is to double that amount. Ultimately, the Fund Trustees will make the decision about how much to spend and how best to improve the dental plan. The Welfare Fund Advisory Council will be consulted in the process of devising an enhancement of the dental benefit. Changes will be announced in October, and will take effect in January 2007.

■ The new tenure clock is a major change; why did the bargaining team agree to negotiate about it?

For two years the PSC had successfully blocked Chancellor Goldstein's unilateral effort to change the State law on tenure without giving the faculty any additional research time or support. When CUNY introduced a demand to lengthen the tenure clock late in the bargaining, the union saw an opportunity to press the University to provide improved research support. By agreeing to change the time to tenure from five years to seven, the PSC won the increase in sabbatical pay to 80% and a doubling of reassigned time for untenured faculty.

How will the sabbaticals at 80% pay work?

It has been a priority of this union leadership to make CUNY a place where scholarship is possible, and in a contract where salary increases are so constrained, this was a way to make gains in areas beyond salary. We recognize that members on different campuses take different, principled views on the tenure change but the majority of the bargaining team supported making the change, if we could gain increased sabbaticals and research time.

■ How will the sabbaticals at 80% pay work?

The process for applying for and being awarded sabbaticals will be unchanged. The only thing that will change is the rate of pay – from 50% to 80%. Everyone who is currently eligible for sabbaticals will be eligible for 80% sabbaticals, and the limited number of half-year sabbaticals at full pay will continue. Because the increase in sabbatical pay is linked to the legislative change in the tenure clock, it will become effective when

the change in the tenure law is effective – possibly as early as Fall 2006. The union negotiated substantial funds in this contract to support it, and there should not be any financial incentive for college presidents to deny sabbaticals. Where college presidents (particularly at the community colleges) have historically been reluctant to award any sabbaticals at all, the union will carefully monitor how this provision is enforced.

■ Library and counseling faculty did not receive the reassigned time for new faculty in the last contract. Has that been fixed?

Yes. Effective September 1, 2006, newly appointed full-time faculty in library and counseling departments will be entitled to the equivalent of 12 contact hours (one 15-week semester) of reassigned time for scholarly work. Starting when the change in the tenure clock takes effect, they will be entitled to the equivalent of the same 24 contact hours of reassigned time as other untenured faculty, within their first five annual appointments. In addition, untenured full-time faculty in library and counseling who were newly appointed to those titles between September 1, 2002 and September 1, 2005 and are still on

CUNY payroll will be "made whole" for the reassigned time they did not receive in the last contract. They will be entitled to the equivalent of 12 contact hours of full-paid reassigned time to be used between Fall 2006 and the end of the 2008-09 academic year, regardless of their current tenure status.

■ What's in this contract for adjuncts?

The most important gain for adjuncts is the stabilizing of the Welfare Fund. Adjunct health insurance is paid for entirely from the Welfare Fund – because the City refuses to put CUNY adjuncts on the City health insurance plan – so the viability of the Fund is a critical adjunct issue. There are other incremental gains for part-timers, but the contract does not dismantle the shameful system of underpaid labor at the heart of the CUNY budget. It will take the united force of the entire union to pry CUNY loose from its attachment to treating adjuncts as academic piece-workers.

The incremental gains, however,



Thalia Vrachopoulos and more than 1,000 other PSC members rallied outside a Board of Trustees meeting in May 2004.

are meaningful: the creation of a professional development fund to support part-timers' research and scholarship; adjunct access to college e-mail and voicemail; improved ability to claim back pay in case of errors. And there is one structural breakthrough – the creation of 100 new full-time positions, reserved for adjuncts who have given extensive service to CUNY. For the first time, CUNY will convert part-time positions to full-time, reversing the direction of decades.

■ Who will fill the 100 new full-time lecturer positions established as "conversion lines"?

The new positions, a total of 100 in the academic years 2006-07 and 2007-08, will be allocated by college presidents to specific departments, most likely those that employ the largest numbers of adjuncts. Adjuncts in those departments who are currently teaching at least 6 classroom hours and who have served in the department for 8 of the 10 most recent semesters (excluding summers), and who have taught 6 classroom hours in at least 7 of those 10 semesters, will be eligible to apply.

The union negotiated these terms in order to create the greatest opportunities for adjuncts who have made the largest contribution to the teaching in their departments.

■ What's in this contract for Higher Education Officers?

In addition to negotiating the salary increases and Welfare Fund improvements, the union stood resolute against management's determined attempts to weaken

13.3(b) job security protection and establish a part-time HEO title. We also added money to the HEO/CLT Professional Development Fund and raised the maximum grant from \$2,000 to \$3,000.

In addition, HEOs will receive the same salary package as faculty but will not have any additional productivity requirements. In this round of bargaining, other city workers (faculty included) were required to make some "productivity increase" in order to enhance salaries – but the PSC bargaining team refused to impose this on HEOs. We accepted the "productivity increase" for faculty on the start-date for Fall semester, because it was balanced by improvements in sabbaticals and research time.

■ What does it mean that the Fall semester will start "three weekdays before August 30"?

The official first day of the semester and the first day of classes are not necessarily the same. Annual leave for full-time teaching faculty (and faculty counselors) will end on the third weekday before August 30 (except at LaGuardia). Full-time faculty are required, as in the past, to be available during the academic year, but are responsible for teaching only the same 15 weeks per semester. The number of days of classes will not change. The exact start-date for Fall semester will depend on where the weekend falls. For Fall 2006, the official start of the semester will be Friday, August 25. That's because August 30 falls on a Wednesday. In 2007, August 30 is a Thursday, so in that year the fall semester will start

on Monday, August 27.

The start-date of classes is more flexible. Classes will start sometime between the start-date of the fall semester and August 30, depending on the Fall calendar for each year. In 2006, classes will start on August 30.

■ This round of bargaining with the City was based on concessions; did the PSC make concessions?

The PSC absolutely refused to cut the starting pay of future employees, as many unions have done in this round. Management pushed hard to remove department chairs from the union, to weaken the grievance procedure, to undermine job security for HEOs, to cut annual leave days for HEOs and CLTs, to reduce Welfare Fund benefits for retirees – but we held firm against these demands. One of the reasons the contract took so long was that the PSC held out for an agreement that did not contain this kind of concession.

The two major management demands with which we did agree to work were the three weekdays at the beginning of the fall semester and the change in the tenure clock. The bargaining team rejected management's demand to end annual leave for full-time faculty on August 15, but we believed that most faculty could work with a start-date for the semester that could be three weekdays before August 30. The tenure change, while a major structural shift and an increase in the period without job security, is not purely a concession, because it comes with a full 24 hours of full-paid reassigned time for untenured faculty and 80% sabbaticals for tenured faculty.



Demanding equity for adjuncts at the January 2005 Trustees' meeting.