



April 26, 2006

Dear Members and Colleagues,

I am happy to announce that the PSC has reached a contract settlement. We received word from CUNY management at the end of the day yesterday that the City, the State and CUNY had agreed to a settlement. The union immediately reviewed and this morning approved the document summarizing the agreement.

Every PSC member who contributed to the long campaign for this contract should consider the settlement your achievement.

### **Welfare Fund Victory**

In the final few weeks of negotiations, we were able to gain a victory that had eluded us for three years: management has agreed to a multimillion-dollar increase in contributions to the Welfare Fund. This money is above and beyond the salary increases. Together with the additions to the Welfare Fund reserves, funded out of the settlement, the new contributions by CUNY will stabilize the Welfare Fund for at least two years beyond the end of the contract and allow for an improvement in the dental plan.

Improved dental coverage was a primary goal for many members in this contract, and the union negotiating team was not willing to settle until we provided for it. It is significant, in the current political climate, that we were able to secure an increase in annual contributions to healthcare by management.

### **Sabbaticals at 80% Pay**

The settlement includes salary increases of 9.5%, on average, over the life of the contract. Because the State held us to the same salary increases as the SUNY faculty, the union bargaining team fought to expand the total economic package in areas other than salary. Your activism as members, together with the bargaining team's negotiation over the tenure clock, produced significant additional money, primarily for two areas: the Welfare Fund, and research and professional development. The settlement includes an increase in sabbatical pay to 80%, enhanced professional development support for employees in nearly every title, and a doubling of research time for future untenured faculty. It also removes several past concessions and resolves some issues of basic fairness, such as CUNY's failure to provide paid sick days to all employees. Almost as important as what the contract includes is what it omits: the union defeated management's demands to remove department chairs from the bargaining unit and reduce job security for higher education officers.

There is no denying that this is a settlement within fierce economic constraints imposed on all public-employee unions by the City and State. The conversation for the next round of bargaining must be about how to change the political conditions that produce those constraints. But the PSC bargaining team believes that we negotiated the best settlement possible within a hostile political environment that we have not yet succeeded in changing. This is a principled, imaginative agreement that maximizes the available funds for CUNY faculty and staff.

## **Salary Increases**

The permanent salary increases in the settlement are as I have outlined in previous messages. Across-the-board salaries and salary steps will be raised on the following schedule:

- **May 1, 2004 - 2.50%**
- **May 1, 2005 - 2.75%**
- **May 1, 2006 - 3.00%**
- **Sept. 19, 2007 - \$800 added to base salary for full-timers; pro-rated for part-timers at 1%.**

For full-time employees, the total salary increase over the term of the contract will be 8.48% (the three increases, compounded) + \$800 added to base salary, for an average total of 9.5%. For part-time employees, the final \$800 added to base pay is pro-rated as 1%, so the total is 9.48%.

A few examples illustrate the salary increases under the agreement we have reached.

1) You are a professor or higher education officer on the top salary step, currently earning \$93,507. On May 1, 2006 your salary would increase to \$101,435. Your total increase over the term of the contract would be 9.33%, and on September 19, 2007 your salary would go up to \$102,235.

2) You are an associate professor or higher education associate currently on the penultimate salary step, earning \$74,979. On May 1, 2006 your salary would increase to \$81,336. Assuming you move to the top salary step in January 2007, your salary on September 19, 2007, the last day of the contract, would be \$84,902.

3) You are an adjunct lecturer at the top of the adjunct salary scale, currently earning \$2,843 per three-credit course. On May 1, 2006 your per-course pay would rise to \$3,084; and on September 19, 2007 it would go to \$3,113. For the large number of adjuncts who qualify for the professional hour, the pay for that hour would also increase 9.48% by September 19, 2007.

4) You are a college laboratory technician at the top of the salary scale who currently earns \$46,948. On May 1, 2006 your salary would increase to \$50,928; and on September 19, 2007 it would go up to \$51,728. For you, the \$800 added to base salary represents a larger percentage of the total salary than it does for someone at a higher income; your total contractual increase would be 10.18%.

5) You are an assistant professor or higher education assistant currently earning \$58,558. On May 1, 2006, your salary would increase to \$63,523. Assuming you move up the normal salary step in January 2007, your salary on the last day of the contract would be \$67,092. The equity effect of the salary steps emerges when you compare what you were earning at the beginning of the contract, in November 2002, to what you would be earning at the end: \$48,993 compared to \$67,092. The salary steps plus the contractual increases add up to a total increase of 37%.

These examples offer a sense of the effect on salaries for different members of the faculty and staff. The union will publish a complete new salary schedule as part of the information members receive as they vote on ratification of the settlement.

### **Retroactive Pay**

Upon ratification and approval of the contract, faculty and staff will also receive a lump-sum payment of contractual increases owed from previous years. You will receive at least two years of retroactive pay, or approximately 6% of your current salary (minus the usual taxes and deductions), in a one-time payment. A portion of the retroactive money due for the 5/1/04 salary increase, and a one-time amount of \$800 per full-time employee (pro-rated for part-timers), have been allocated to the Welfare Fund to rebuild the Fund's reserve. The Fund's reserve has been depleted through years of soaring prescription drug costs and CUNY's failure to provide adequate support; it must be restored. Attributing one-time retroactive money to the Welfare Fund does not affect the recurring annual salary increases; these will still be 9.5% on average.

The one-time allocation of retroactive cash removes the need for the Welfare Fund to increase deductibles or co-pays. When added to the increased annual contributions by management, it allows the Fund to maintain excellent prescription drug coverage and improve the dental benefit.

Research and Professional Development Support Contracts are about time, as well as money. This settlement makes a major investment in time for professional development and research. When CUNY management, very late in the bargaining, demanded that we agree to an increase in the time-to-tenure, the union responded that we would not agree unless they provided some of the support that typically accompanies a longer tenure clock. After very tough negotiations, we doubled the full-paid research time for future untenured faculty, to 24 hours, and increased sabbatical pay from 50% to 80%, including for full-year sabbaticals. Both of these changes will take effect when the legislation changing the tenure clock becomes effective, possibly as early as fall 2006. Together, they create a significant change in the research climate of the university.

Support for research and professional development in this contract extends beyond full-time faculty. The settlement creates a new fund of \$500,000 for professional development grants for adjuncts, and increases the maximum professional development grant for HEOs and CLTs to \$3,000. Between this contract and the last, the union has won research and professional support for almost every category of instructional staff: adjuncts, HEOs, CLTs, tenured faculty and untenured faculty.

### **An Array of New Provisions**

Attached to this message is a list of the additional elements of the settlement. In chapter meetings and a special issue of Clarion, the union will provide complete information about each one.

Two elements deserve special mention. One is a breakthrough that creates 100 new full-time lecturer positions for which only experienced CUNY adjuncts will be eligible to apply. The application process will be as usual, through the department and college faculty committees, but the new lines mark the first time CUNY will move in the direction of converting part-time positions to full-time, instead of the other way around. Nationally, this will make our contract one of the few in higher education that creates new full-time positions and goes against the grain of increasing contingent labor. There is still a long way to go before CUNY offers anything like parity to the thousands of part-timers whose underpaid labor has kept the university afloat as funds were being slashed. CUNY's abusive reliance on part-time labor hurts all of us; it's clear that we will need an even greater level of mobilization in future contracts to break them of this bad-employer habit.

The other element to mention here is the agreement the union made with management to allow fall semester classes to begin three weekdays before the contractual start-date of August 30. The number of weeks of classes will not change -- there will still be 15 Mondays, 15 Tuesdays, etc. -- but we allowed this flexibility in part to accommodate the years when many of the Jewish holidays fall on weekdays. The City has insisted that all municipal unions "increase productivity"; the PSC argued that CUNY faculty and staff have already increased productivity through years of increased enrollment and that the three-day change in the academic calendar was the extent of what we were prepared to

do. In addition, the bargaining team refused CUNY's proposal that HEOs and CLTs "increase productivity" by giving up annual leave days.

## **Ratification**

If the PSC Delegate Assembly votes on April 27 to recommend this settlement, it will be offered to you for ratification shortly thereafter. I ask you to consider it carefully, to participate in the chapter discussions on campus, and to reflect on what we can learn from this round of bargaining. I believe we have achieved a reasonable settlement, given the economic limits we faced and the punitive proposals from CUNY. The discussion about ratification should include strategizing collectively about how to build a campaign that succeeds in changing the political conditions that made this fight so hard.

Meanwhile, I thank you for your patience and commend you on the most aggressive contract campaign in the union's history. I hope you will give the contract your approval.

In solidarity,  
Barbara Bowen  
President

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## **SUMMARY OF NEW CONTRACT PROVISIONS IN ADDITION TO SALARY AND WELFARE FUND**

### **More Time: Support for Research, Professional Development, Workload Equity**

- ▶ Sabbaticals increased to 80% (effective when tenure change is effective)
- ▶ Total of 24 hours full-paid reassigned time for untenured faculty (with tenure change)
- ▶ Support for legislative change in the tenure clock from 5 years to 7 years
- ▶ Reduction in New York City College of Technology courseload to 24 hours
- ▶ Creation of Adjunct Professional Development Fund, with \$3,000 maximum grant
- ▶ Increase in professional leave for Library faculty, from 4 weeks to 5 weeks
- ▶ Reduction in workweek from 35 hours to 30 for Counseling faculty hired post-1998
- ▶ Restoration of annual leave for Counseling faculty hired post-1998
- ▶ Ability for management to hire higher education officers as psychological counselors, at HE Assoc. and HEO rank
- ▶ Increase in maximum HEO/CLT professional grant, from \$2,000 to \$3,000
- ▶ Stipends of \$3,000 per year for HEO/CLT grant selection committee
- ▶ Increases in total PSC/CUNY grant fund, travel funds, HEO/CLT fund, fellowship leave fund and Distinguished Professor stipend

Basic Fairness: Salary, Leave and Working Conditions

- ▶ Increase in minimum salary for CLIP faculty, to \$32.50 per hour
- ▶ Paid sick days for non-teaching adjuncts and adjunct CLTs
- ▶ Timely notification of pay rates for adjuncts
- ▶ Ability for adjuncts to claim back-pay from the beginning of the semester in case of underpayment
- ▶ Adjunct access to college e-mail, voicemail and listing in faculty directories
- ▶ Same salary increases for faculty and staff at Educational Opportunity Centers as for other CUNY faculty and staff
- ▶ Library privileges for Continuing Education faculty
- ▶ Catch-up pay for Assistant Teachers at Hunter Campus Schools

### **New Positions, Other Changes**

- ▶ 100 new Lecturer lines, open only to experienced CUNY adjuncts
- ▶ Increase in permitted number of Distinguished Professors, from 125 to 175
- ▶ Ability to start fall semester classes three weekdays before August 30th
- ▶ Inclusion of Medical and Law Schools in PSC contract provisions on grievance and discipline
- ▶ Ability for management to hire Distinguished Lecturers in Medical and Law Schools
- ▶ Exclusion from the bargaining unit of HEOs in Chancellor's Office and Office of Secretary of Board of Trustees
- ▶ Changed contract language on suspension in case of conviction of a felony