

SUMMARY OF PROPOSED 2010-17 PSC-CUNY CONTRACT

This is a summary of the main features of the tentative contract. You can review the entire Memorandum of Agreement and related materials on the PSC website (www.psc-cuny.org). Answers to frequently asked questions (FAQs) about the proposed settlement are also on the website (tinyurl.com/NewContractInfo). Agreed-upon updated salary schedules and information about pay dates for adjusted pay and retroactive pay will be posted on the PSC website when available.

Salary:

1% across-the-board effective 4/20/12

1% across-the-board effective 4/20/13, compounded

2.5% across-the-board effective 4/20/14, compounded

2% across-the-board effective 4/20/15, compounded

2% across-the-board effective 4/20/16, compounded

1.5% across-the board effective 4/20/17, compounded

TOTAL: 10.41% (with compounding)

Retroactive Payment:

- The increases are fully retroactive, and will be applied, as in previous PSC contracts, to the salary schedules and to all employees under the contract who were on payroll during the covered period.
- Payment of the retroactive salary increases will be made in two checks. We expect both payments to be made in the 2016 calendar year, but the date depends on when the City and State process the payroll. CUNY has agreed to use its best efforts to ensure timely retroactive payment.
- Current annual salaries will be adjusted to reflect increases to the salary schedules, and we expect regular biweekly pay to start reflecting the adjustment sometime this fall.

Dates:

The proposed contract covers a period of just over seven years: 85 months + 14 days. It will be in effect from October 20, 2010 through November 30, 2017.

Signing Bonus:

- A lump-sum payment of \$1,000 for full-time employees, pro-rated for employees in part-time titles, will be made to all those who are on payroll as of September 1, 2016 and who were also on payroll on May 1, 2016.
- The PSC was able to negotiate the full \$1,000 signing bonus for adjuncts who taught 9 or more contact hours in both semesters of the 2015-16 academic year and who are on payroll on September 1, 2016.
- We were also able to negotiate a signing bonus of \$750 for Graduate Assistants A, B, and C, and a \$500 signing bonus for Graduate Assistants D, on payroll on the dates above.

Increased Welfare Fund Contribution to Allow Improved Dental Benefit:

- Additional funding achieved through the contract and directed to the PSC-CUNY Welfare Fund will allow the Welfare Fund to improve benefits, including the dental benefit. Welfare Fund staff and Board of Directors are determining how to use the additional funding most effectively; details will be announced later this summer.

Teaching Load:

- As part of the contract, CUNY management agrees that it is "committed to a shared goal of reducing the annual undergraduate teaching contact hour workload for full-time classroom teaching members of the instructional staff by 3 teaching contact hours."
- A labor/management committee, in place by October 1, 2016, will develop a plan and identify resources to reduce the contractual teaching load by 3 hours.
- The plan will be implemented no later than the conclusion of the next round of bargaining.
- The reduction in the contractual teaching load is designed to allow faculty more time for mentoring, academic research, and individual attention to students.

Improved Advancement Opportunities for HEOs:

- Assistants to HEO, HEO Assistants and HEO Associates who have completed one or more years of service at the top salary step for their title will be eligible to nominate themselves or be nominated by their supervisor for a \$2,500 increase to their base pay in recognition of "excellence in performance or increased responsibilities within the title."
- The HEO Reclassification Guidelines will be changed to allow HEOs to nominate themselves directly for reclassification. The Guidelines will also recognize that a significant increase in volume of work can transform the nature of the position and be a factor in the reclassification to a higher title. Reclassification to the highest HEO title will be possible even if there is another HEO in the highest title in the same office or department.

Multi-Year Appointments for Teaching Adjuncts:

- The contract creates a five-year pilot program to restructure adjunct appointments for those who regularly teach at least 6 contact teaching hours a semester in the same department of a college. Full information about the program is provided in the Memorandum of Agreement; it is presented only in outline here.
- Starting in Fall 2017, an adjunct who has taught at least 6 contact teaching hours per semester in the same department of the college for the 10 most recent semesters will be considered for a three-year appointment.
- To receive a three-year appointment, an adjunct must receive a positive recommendation by the department P&B committee following a comprehensive review. As with all appointments, approval by the college president is required.
- Subsequent appointments will be for 3 years, and will involve a review.
- Adjuncts on three-year appointments will be assigned at least 6 contact teaching hours a semester.
- If, for some reason, the department is unable to offer 6 contact teaching hours in any semester during the three-year appointment, the department chair will offer the

adjunct either a non-teaching adjunct assignment or a course (or courses) to make up the hours at some time during the next year.

- As a one-time transition to the new program, adjuncts who have taught at least 6 contact teaching hours in the same department of the college for 14 of the 18 semesters preceding the 2016-17 academic year—including the 4 most recent semesters—will receive a two-year appointment without a performance review. The two-year appointments will cover the 2016-17 and 2017-18 academic years.
- Adjuncts on two-year and three-year appointments will accrue sick days, up to a cap of 3 weeks.

Graduate Assistants:

- Graduate Assistants who are covered for health insurance through NYSHIP and who then immediately become adjuncts will no longer have to work for a year as an adjunct before being eligible for health insurance through the NYC Health Benefits Program. They may move immediately to adjunct health insurance, provided they meet other eligibility requirements.
- Graduate Assistants will be eligible to apply for grants to support their research from the Adjunct Professional Development Fund.

Library Faculty:

- Annual leave for faculty employed full time as librarians, regardless of years of service, will be increased to 40 work days.

Adjunct Professional Development Fund:

- For the first time, funding for this program will be made permanent, with \$160,000 added each year to the total.

CLIP and CUNY Start Instructors:

- CUNY will create two new full-time titles: CLIP Instructor and CUNY Start Instructor. The new titles will have annualized salaries equivalent to the Lecturer salary schedule.
- The new titles will also have annualized health insurance and PSC-CUNY Welfare Fund benefits.
- Details on other contract provisions that apply can be reviewed in a separate link at tinyurl.com/NewContractInfo

Educational Opportunity Centers:

- EOC employees will receive the same salary increases, retroactive pay and signing bonus as other CUNY employees.
- EOC adjuncts who meet the eligibility requirements will be eligible to receive health insurance through the NYC Health Benefits Program and supplemental benefits from the PSC-CUNY Welfare Fund.

Educational Technology and Distance Learning:

- New contract language will be developed by a joint labor/management committee to govern contractual observations of online classroom teaching.

Bereavement Leave:

- For the first time, full-time faculty and staff will have a contractual entitlement to paid bereavement leave for a death in the family. The leave will be for up to four days.
- Adjuncts will be allowed to use their existing personal emergency leave for bereavement. Adjuncts using the leave will be expected to give advance notice, but will not be required, as they are now, to request such leave in advance.

Grievance and Discipline:

- On a pilot-program basis, several changes have been made to speed up the Grievance and Discipline processes. Full details are available in the documents appended to the Memorandum of Agreement.

CUNY's Demands:

- CUNY's demands prioritized increasing management's discretion to pay higher salaries to selected faculty and staff for the purpose of recruitment and retention. The union agreed to increase by 15 percentage points the limit of such salaries.
- The union agreed to increase the limit on the number of Distinguished Professor positions from 175 to 250. CUNY agreed to include a side-letter reaffirming its commitment to diversity of race, gender and ethnicity in these appointments.
- The union also agreed to a five-year pilot program that would allow up to 10 appointments annually, CUNY-wide, with no salary cap, governed by the existing contractual procedures. Separate from the contract, but related to this pilot program, CUNY will establish up to 30 new Lecturer positions per year for current long-serving adjuncts.
- The union agreed to participate in a labor/management committee to examine and make recommendations on salaries in the business schools at CUNY colleges. Discussion of whether a new salary scale should be introduced will include salaries of part-time as well as full-time faculty.
- CUNY management pressed hard to allow an unlimited number of annual appointments for full-time faculty on one-year contracts, without access to tenure. The union refused, but agreed to allow up to 250 such positions CUNY-wide, an increase from the current limit of 125.

Please keep in mind that the summary above does not include every detail of every provision (see tinyurl.com/NewContractInfo)—and that many provisions reflect struggle and compromise.