

MEMORANDUM OF AGREEMENT
Between
THE PROFESSIONAL STAFF CONGRESS/CUNY
And
THE CITY UNIVERSITY OF NEW YORK
Covering
Research Professors, Research Associate Professors,
and Research Assistant Professors

MEMORANDUM of AGREEMENT made this ___ day of ___ 2022 (hereinafter “MOA”) by and between the undersigned parties, to wit The Professional Staff Congress/CUNY (the “PSC”) and The City University of New York (“CUNY”) covering employees in the titles Research Professor, Research Associate Professor, and Research Assistant Professor, and certain employees as described below in the titles Part-Time Research Professor, Part-Time Research Associate Professor, and Part-Time Research Assistant Professor, (sometimes referred to herein as “Research Faculty”).

WHEREAS, on September 21, 2020, CUNY voluntarily recognized the PSC as the collective bargaining representative of employees in the titles Research Professor, Research Associate Professor, and Research Assistant Professor under the New York State Public Employees’ Fair Employment Act; and

WHEREAS, CUNY and the PSC have engaged in negotiations to include the titles Research Professor, Research Associate Professor, Research Assistant Professor, Part-Time Research Professor, Part-Time Research Associate Professor, and Part-Time Research Assistant Professor in the 2017-2023 PSC-CUNY collective bargaining agreement (the “Agreement”) and to specify the contractual provisions that would apply to these titles; and

WHEREAS, this MOA covers all economic and non-economic matters agreed to by the parties for these titles;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

I. TERM

This agreement expires on 2/28/23.

II. RECOGNITION

Section 1.1 of Article 1 of the Agreement shall be modified to include the following language:

“The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 8, 9.1, 9.2, 9.5, 9.7, 10.2, 10.3, 14.2, 14.6, 14.7, 14.9, 14.10, 15.5, 16.1, 16.2, 16.3 (excluding the exception in the first sentence), 16.4, 16.5, 16.8, 16.10, 16.11, 17, 18.1, 18.3(b), 18.3(e), 19, 20, 21A, 24.3(b), 25.2, 25.7, 26, 27, 27A, 28, 29.1, 29.2, 31.3, 31.4, 32, 38, 39, 40, 41, 42, 43.2, 43.3, and Appendix C, Appendix F, Appendix G, and Appendix K:

Research Professor
Research Associate Professor
Research Assistant Professor

The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 8, 20, 26, 38, 39, 40, 41, 42, 43.2, and 43.3:

Part-Time Research Professor (appointed to work at least 20 hours per week)
Part-Time Research Associate Professor (appointed to work at least 20 hours per week)
Part-Time Research Assistant Professor (appointed to work at least 20 hours per week)”

III. ACROSS-THE- BOARD WAGE INCREASES

A. The following increases shall apply on the dates listed below:

- 10/01/2018 – 2%
- 10/31/2019 – 2% compounded
- 11/15/2020 – 2% compounded
- 11/15/2021 – 2% compounded
- 11/01/2022 – 2% compounded

B. In addition to the procedures specified in Article 24.3(b) of the 2017-2023 PSC-CUNY collective bargaining agreement, to be eligible for the retroactive increases provided in Section III.A above, a Research Professor, Research Associate Professor, or Research Assistant Professor must have been in active status on or after the commencement of bargaining on October 28, 2020 and have remained in active status for at least three months.

IV. SCHEDULE FOR NOTIFICATION OF REAPPOINTMENT AND NON-REAPPOINTMENT

Research Professors, Research Associate Professors, and Research Assistant Professors shall receive notice of a subsequent appointment, if any, as follows:

- On or before April 1 of an initial one-year appointment, and
- On or before December 1 of the final year of any other appointments.

V. CLASSIFICATION OF TITLES

Appointment to the titles Research Professor, Research Associate Professor, and Research Assistant Professor is in accordance with the following principles:

- The titles Research Professor, Research Associate Professor, Research Assistant Professor are twelve-month, non-tenure-bearing titles.
- Research Professors, Research Associate Professors, and Research Assistant Professors shall not be assigned to regular teaching duties, but they may participate in instructional programs by, for example, providing lectures or demonstrations. Research faculty may serve as principal or co-principal investigators on grants or contracts administered by the University. They may manage postdoctoral fellows and their research projects, as well as supervise the research projects of graduate and undergraduate students.
- Research Professors, Research Associate Professors, and Research Assistant Professors may be given initial appointments of one to three years in duration.
- Research Professors, Research Associate Professors, and Research Assistant Professors may be given subsequent appointments of one to three years in duration.
- The appointment year for faculty in the titles Research Professor, Research Associate Professor, and Research Assistant Professor shall generally be from September 1 through August 31, although appointments may be made throughout the appointment year to continue to the end of the academic year in which the appointment takes effect. Appointments may be made contingent upon the faculty member's securing and maintaining external funding sufficient to cover his/her salary and fringe benefits.
- Appointments of faculty in these titles that are contingent upon securing external funding may be made for less than one year.

VI. ANNUAL LEAVE

Persons employed full-time in the titles Research Professor, Research Associate Professor, and Research Assistant Professor have a twelve-month work year and shall accrue annual leave at the following rates:

During the 1st year of service	15 days
During the 2nd through 11th year	15 days plus one additional day thereafter for each year of service to a maximum of 25 days

VII. WORKLOAD

While a 35-hour workweek is the benchmark for determining the use and accrual of annual leave and temporary disability leave for faculty in the titles Research Professor, Research Associate Professor, and Research Assistant Professor, the parties recognize that faculty in these titles have the professional obligation to devote the time necessary to accomplish all required work, with no eligibility for compensatory time or overtime pay. The work schedule will be determined by the chairperson, institute or center director, or other supervisor to be designated by the President or unit head. Research Professors, Research Associate Professors, and Research Assistant Professors shall not be required to work an excessive number of hours or be assigned an unreasonable schedule. Regulations established by the College or the University concerning time and leave accounting and record-keeping shall be observed by faculty in these titles.

VIII. EVALUATION

The evaluation of the professional activities of employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to encourage the improvement of individual professional performance and to provide a basis for decisions on subsequent appointments and promotions. Evaluation of research faculty shall be based on total professional performance, which may include, as appropriate, assessment of scholarship, operations, education and outreach, and other criteria appropriate to the unit/assignment. Written evaluations shall be on file for all research faculty members.

Preferably once each semester, but at least once each year, each Research Professor, Research Associate Professor and Research Assistant Professor shall have an evaluation conference with the chairperson, institute or center director, or other supervisor to be designated by the President or unit head. At the conference, the research faculty member’s total performance and professional progress shall be reviewed. Following the conference, the designated official shall prepare a record of the evaluation discussion in memorandum form for inclusion in the employee’s personal file. A copy of the report shall be given to the research faculty member within ten (10) working days following the conference.

In the event that a date for the yearly evaluation conference is not scheduled by August 31, the employee shall, within ten (10) working days thereafter, file a request for an evaluation conference with the chairperson, institute or center director, or other supervisor. A copy of the request shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file the request shall bar the employee from subsequent complaint regarding such

non-compliance with the above-stated scheduling requirement. Upon receipt of the request, the dean or President shall cause appropriate remedial action to be taken to insure compliance with this provision.

IX. SALARY RANGES

Research faculty shall be compensated within with the following salary ranges:

Research Assistant Professor

4/20/2017	Minimum	\$57,753
	Maximum	\$109,982
10/1/2018	Minimum	\$58,908
	Maximum	\$112,182
10/31/2019	Minimum	\$60,086
	Maximum	\$114,425
11/15/2020	Minimum	\$61,288
	Maximum	\$116,714
11/15/2021	Minimum	\$62,514
	Maximum	\$119,048
11/1/2022	Minimum	\$63,764
	Maximum	\$121,429

Research Associate Professor

4/20/2017	Minimum	\$74,900
	Maximum	\$130,175
10/1/2018	Minimum	\$76,398
	Maximum	\$132,779
10/31/2019	Minimum	\$77,926
	Maximum	\$135,434
11/15/2020	Minimum	\$79,484
	Maximum	\$138,143
11/15/2021	Minimum	\$81,074
	Maximum	\$140,906

11/1/2022	Minimum	\$82,696
	Maximum	\$143,724

Research Professor

4/20/2017	Minimum	\$92,683
	Maximum	\$156,751

10/1/2018	Minimum	\$94,537
	Maximum	\$159,886

10/31/2019	Minimum	\$96,427
	Maximum	\$163,084

11/15/2020	Minimum	\$98,356
	Maximum	\$166,345

11/15/2021	Minimum	\$100,323
	Maximum	\$169,672

11/1/2022	Minimum	\$102,330
	Maximum	\$173,066

X. TERMS AND CONDITIONS OF EMPLOYMENT APPLICABLE TO PART-TIME RESEARCH FACULTY COVERED BY THIS AGREEMENT

Appointments to the titles Part-Time Research Professor, Part-Time Research Associate Professor and Part-Time Research Assistant Professor that are for at least 20 hours per week are covered by this agreement. Such Part-Time Research Professors, Part-Time Research Associate Professors, and Part-Time Research Assistant Professors shall have the following terms and conditions of employment:

- The titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 8, 20, 26, 38, 39, 40, 41, 42, 43.2, and 43.3.
- The appointments are less than full-time and may be for less than one full year.
- They will accrue annual leave and temporary disability leave on a pro-rata basis.
- If they meet the eligibility requirements, they will receive health insurance through the New York City Health Benefits Program and the University will provide annual contributions to the PSC-CUNY Welfare Fund at the full-time, active employee rate on their behalf. The PSC-CUNY Welfare Fund has agreed to provide full-time, active employee welfare benefits for Part-Time Research Professors, Part-Time Research

Associate Professors, and Part-Time Research Assistant Professors for whom full-time, active contributions are made. (See attached letter.) The eligibility requirements are those stated in the Summary Plan Description of the New York City Health Benefits Program, including:

- That they work on a regular schedule at least 20 hours per week, and
- That their appointments are expected to last for more than six months.
- These are non-tenure-bearing titles. Part-Time Research Professors, Part-Time Research Associate Professors, and Part-Time Research Assistant Professors shall not be assigned to regular teaching duties, but they may participate in instructional programs by, for example, providing lectures or demonstrations. Part-Time Research faculty may serve as principal or co-principal investigators on grants or contracts administered by the University. They may manage postdoctoral fellows and their research projects, as well as supervise the research projects of graduate and undergraduate students.
- Appointments may be made contingent upon the faculty member's securing and maintaining external funding sufficient to cover his/her salary and fringe benefits.
- The salaries of Part-Time Research Professors, Part-Time Research Associate Professors, and Part-Time Research Assistant Professors will be pro-rated in the following manner: The College will select an appropriate salary from within the range for the title and divide that salary by 1,820 to establish the hourly rate, which will then be multiplied by the number of hours worked in each bi-weekly pay period.

XI. DISCRETIONARY APPOINTMENT TO ACADEMIC DEPARTMENTS

Research Professors, Research Associate Professors, and Research Assistant Professors may or may not be appointed to academic departments at the discretion of the President or unit head. Such employees have faculty status as defined in Section 8.2 of the *Bylaws of the Board of Trustees*.

XII. DISCIPLINARY PROCEDURES

Research Professors, Research Associate Professors and Research Assistant Professors shall have the same disciplinary procedures as those applicable to employees in the Higher Education Officer series in Article 21.9 and Appendix H.

XIII. VOLUNTARY PHASED RETIREMENT PROGRAM

Research Professors, Research Associate Professors and Research Assistant Professors shall be eligible to participate in the Voluntary Phased Retirement Program on the same terms as employees in the Higher Education Officer series.

XIV. ENTIRE AGREEMENT

The terms of this document constitute the entire agreement entered into by the parties, and the terms cannot be supplemented, amended, or modified in any manner, except in writing signed by all of the parties to this Agreement.

XV. EFFECTIVE DATE

The terms of this document become effective as of the date of the last signature below.

XVI. SAVINGS CLAUSE

In the event that any provision of this Memorandum of Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions.

XVII. APPROVAL AND RATIFICATION

This Memorandum of Agreement is subject to approval by the Board of Trustees of The City University of New York and ratification by the membership of the Professional Staff Congress/CUNY covered by the proposed agreement.

For The City University of New York

For the Professional Staff Congress/CUNY

Félix V. Matos Rodríguez Date
Chancellor

James Davis Date
President