INTERPRETATIVE AGREEMENT: 1-92 DATE: 9/11/92
reissue of Interp. Memo 11-90

PERSONNEL POLICY BULLETIN NO.: _____________

REGULATION REFERENCE NO.: 8.1.1. ____________

INDEX REFERENCE: Contractual Due Process
Procedure for Provisionals With
2 Years Continuous Service
Within A CUNY - DC 37 Titles

ISSUE:
The following letter to Stanley Hill confirms the mutual understanding reached between the University and District Council 37 on a contractual due process procedure, effective January 1, 1991, for provisional employees who have served at the same college of The City University of New York (CUNY) continuously for two years in the same or similar DC-37 represented titles or in a District Council 37 represented titles which are in a related occupational group.

City University of New York
Office of the Vice Chancellor for Faculty and Staff Relations
533 East 80 Street, New York, N.Y. 10021
212/794-3333

September 14, 1990

Mr. Stanley Hill
Executive Director
District Council 37 - AFSCME
125 Barclay Street
New York, NY 10007

Dear Mr. Hill:

I write to confirm our mutual understanding and agreement to provide a contractual due process procedure, effective January 1, 1991, for provisional employees who have served at the same college of The City University of New York (CUNY) continuously for two years in the same or similar DC-37 represented titles or in a District Council 37 represented titles which are in a related occupational group. Provisionals serving in titles represented by other unions may be similarly covered, effective three months from the date when those unions become signatories to this agreement. The provision of the contractual due process procedure is subject to the following additional terms of our understanding:

Any period off payroll of more than 31 days shall break continuous service. No periods off payroll shall count towards the two-year eligibility. Time on an official leave without pay or time off payroll for fewer than 31 days shall not count towards the two year requirement, but will not break continuous service. An employee appointed to and serving in a different title in a different occupational group shall not be entitled to the disciplinary rights set forth herein by virtue of service in a prior title. Provisional rights acquired in another civil service jurisdiction shall not apply to an employee hired by The City University of New York. Disciplinary rights can only be obtained in a subsequent permanent appointment after serving the established probationary period.

Standard amending language to be added to the applicable agreements will be jointly developed prior to the effective date of this agreement.
The following letter to Stanley Hill confirms the mutual understanding reached between the University and District Council 37 on a contractual due process procedure, effective January 1, 1991, for provisional employees who have served at the same college of The City University of New York (CUNY) continuously for two years in the same or similar DC-37 represented titles or in District Council 37 represented titles which are in a related occupational group.

The City University of New York

Office of the Vice Chancellor for Faculty and Staff Relations

535 East 80 Street, New York, N.Y. 10021

September 14, 1990

Mr. Stanley Hill
Executive Director
District Council 37 - AFSCME
125 Barclay Street
New York, NY 10007

Dear Mr. Hill:

I write to confirm our mutual understanding and agreement to provide a contractual due process procedure, effective January 1, 1991, for provisional employees who have served at the same college of The City University of New York (CUNY) continuously for two years in the same or similar DC-37 represented titles or in DC-37 represented titles which are in a related occupational group. Provisionals serving in titles represented by other unions may be similarly covered, effective three months from the date when those unions become signatories to this agreement. The provision of the contractual due process procedure is subject to the following additional terms of our understanding:
Any period off payroll of more than 31 days shall break continuous service. No periods off payroll shall count towards the two-year eligibility. Time on an official leave without pay or time off payroll for fewer than 31 days shall not count towards the two-year requirement, but will not break continuous service. An employee appointed to and serving in a different title in a different occupational group shall not be entitled to the disciplinary rights set forth herein by virtue of service in a prior title. Provisional rights acquired in another civil service jurisdiction shall not apply to an employee hired by The City University of New York. Disciplinary rights can only be obtained in a subsequent permanent appointment after serving the established probationary period.

Standard amending language to be added to the applicable agreements will be jointly developed prior to the effective date of this agreement.

During the period prior to January 1, 1991, incumbent provisional employees may be evaluated and reviewed. If an incumbent provisional employee with two years of service is evaluated and thereupon the College decides to terminate the employee's services during this period, the employee shall be notified in writing two weeks prior to the termination date. Within the two-week period prior to termination the Union may request the University Personnel Director to review the case with the College. Barring a stay of termination by the University Personnel Director, the decision of the College is final.

If this letter accords with your understanding, please sign below and return the signed copy to me.

Sincerely,

Ira Bloom
Vice Chancellor

Agreed to and Accepted on behalf of Dr. 37
by: Stanley Hill

Dr. Denise Sullivan
shill:sp3.