

MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY UNIVERSITY OF NEW YORK AND
THE PROFESSIONAL STAFF CONGRESS/CUNY

Term: 10/20/10 – 11/30/17 85 months + 14 days

Wage Increases: 1.00% across-the-board effective 4/20/12
1.00% across-the-board effective 4/20/13, compounded
2.5% across-the-board effective 4/20/14, compounded
2.00% across-the-board effective 4/20/15, compounded
2.00% across-the-board effective 4/20/16, compounded
1.5% across-the-board effective 4/20/17, compounded

Retroactive payments shall be made in two payments. CUNY will use its best efforts to make both payments in the 2016 calendar year.

Ratification Bonus: A lump-sum payment in the amount of \$1000, pro-rated for other than full-time employees, will be provided for those employees on payroll as of September 1, 2016, who were also on payroll May 1, 2016. For purposes of computing the pro-rata payment for other than full-time employees, twenty-four contact hours worked during the 2015-16 academic year shall be deemed full-time service. Notwithstanding the above, adjuncts who have taught nine contact hours in both the Fall 2015 semester and the Spring 2016 semester and who are on payroll as of September 1, 2016 shall be entitled to the full \$1000 payment. A lump-sum payment in the amount of \$750 will be provided to Graduate Assistants A, B, and C, who are on payroll as of September 1, 2016, and were also on payroll May 1, 2016, and a lump-sum payment in the amount of \$500 will be provided to Graduate Assistant Ds who are on payroll September 1, 2016, and were also on payroll May 1, 2016.

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Health Savings and Welfare Fund Contributions: The May 5, 2014 letter agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee pertains to CUNY and the PSC and is attached (Attachment 1). Effective the last day of the contract, the annual per capita contribution paid to the Welfare Fund on behalf of active and retired employees shall be increased by \$100. Such contribution shall be pro-rated for eligible active adjunct employees.

Higher Education Officer Series:

Amend Section 22.5 of the collective bargaining agreement as follows:

In recognition of the non-promotional status of the Higher Education Officer series titles, the parties agree that:

- (a) Upon the recommendation of the appropriate supervisory personnel in recognition of excellence in performance or increased responsibilities, a member of the instructional staff in any of such titles may, upon approval of the Board, be granted an additional Movement within Schedule in the same title.

- (b) Assistants to HEO, HEO Assistants or HEO Associates who have completed one or more years of service at the top salary step in their respective salary schedules shall be eligible for a discretionary assignment differential of \$2,500, to be added to their annual base salary, based upon excellence in performance or increased responsibilities within the title. Eligible employees may be nominated by their supervisors or may nominate themselves to receive the differential. Initial review of nominations shall be performed by the labor-management committee as constituted in Section 15.4 (f). Positive recommendations from the labor management committee shall be forwarded to the College HEO Committee; positive recommendations from the College HEO Committee shall then be forwarded to the President or the President's designee for decision, subject to approval of the Board.

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Amend Section 15.4(f) as follows: There will be a labor management committee on each campus composed of three members designated by the President of the College and three members designated by the PSC. Responsibility for chairing the committee will alternate annually between labor and management representatives. The committee will hear concerns from individual employees in the Higher Education Officer series concerning workload. The Committee, as appropriate, may make non-binding recommendations to the President. The Committee will also provide the initial review of requests for an assignment differential in accordance with Section 22.5.

Amend Section 13.13 as follows: Notice of non-reappointment shall be given to employees on or before April 1. For employees who first assumed their position at a given college on or after October 1 of the preceding year, the notice of non-reappointment (for first reappointment only) shall be given on or before May 1.

Multi-year Appointments for Teaching Adjuncts:

See Attachment 2.

Distinguished Lecturers and Clinical Professors:

- Section 11.7 shall be amended to provide for up to fifteen (15) additional annual appointments for those Distinguished Lecturers and Clinical Professors on payroll as of May 1, 2016.
- Effective with the Fall 2016 semester, the total number of Distinguished Lecturers and Clinical Professors combined shall not exceed 250 at any one time, University-wide.
- Effective upon ratification of the agreement by the membership of the PSC and approval by the Board of Trustees of The City University of New York, when a Clinical Professor is hired by the Medical School, the salary range shall be from the minimum of the Medical Lecturer range to the maximum of the Medical Professor (Clinical) range.

With the exception of the applicable salary ranges, the other terms and conditions of employment of Clinical Professors in the Medical School shall be the same as other Clinical Professors, as provided in Article 11.7.

Bereavement Leave:

- Add new section 14.8 to provide as follows: All full-time instructional staff members shall be entitled to up to four days of paid bereavement leave for a death in the immediate family (defined as spouse, domestic partner, parent, step-parent, father-in-law, mother-in-law, child, stepchild, sibling, grandparent or grandchild). Proof of bereavement shall be provided upon request made by the department chair, supervisor, or the College Human Resources Department. Instructional staff members shall notify their department chair or supervisor of the need for the leave as soon as possible.
- Revise section 14.9 (formerly 14.8) as follows: Effective August 25, 2006, adjunct classroom teachers, teachers on multiple position assignments employed for a course, non-teaching adjuncts including full-time instructional staff on non-teaching multiple position assignments and adjunct College Laboratory Technicians including full-time instructional staff in adjunct college laboratory multiple position assignments may be excused for personal illness or personal emergencies including religious observance, death in the immediate family or similar personal needs which cannot be postponed for a period of 1/15 of the total number of clock hours in the particular session or semester. Request for such leave, where possible, must be made in advance, in writing. If it is not possible to make such a request in advance, the department chairperson or supervisor should be informed as soon as possible. The reason provided must be satisfactory to the chairperson or supervisor. Request in advance is not expected in cases of a death in the immediate family, as defined in Article 14.8, but employees covered by this section are expected to give advance notice to their department chair or supervisor of the need for the leave.

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Distinguished Professorship:

- Modify section 23.1 as follows: Distinguished Professors shall be nominated by a college in accordance with the procedures in the College P&B Committee and Board Bylaws for appointments. The number of such positions shall not exceed 250.
- A side letter concerning appointments to the Distinguished Professor title is attached hereto as Attachment3.

CUNY Language Immersion Program (“CLIP”) and CUNY Start Instructors:

Effective with the start of the 2016-17 academic year, the University will establish two new full-time titles: CLIP Instructor and CUNY Start Instructor. Terms and conditions for the new titles will be in accordance with the principles set forth in Attachment4.

Annual Evaluations:

Add a new sub-paragraph to 18.3 as follows:

In the event an evaluation conference is scheduled as provided for in subsections (a) or (b) above, and the employee fails to attend without reasonable cause, the conference shall be rescheduled. The employee shall be notified in writing of the date of the rescheduled conference. If the employee again fails to attend the evaluation conference without reasonable cause, the department chair/designated official may prepare an evaluation in memorandum form for inclusion in the employee’s personal file without holding a conference. A copy of the memorandum shall be sent to the employee within 10 working days from the scheduled date of the rescheduled conference by regular mail at his/her address on file and by email to his/her college email address .

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Salaries Above Base (Appendix C):

- The permissible salary in excess of the base salary shall be increased to 180% of the last step of the applicable base salary schedule.
- The title Research Associate shall be added to the list of eligible titles.
- Under a five-year pilot program from the 2016-17 academic year through the 2021-22 academic year, the Chancellor or his/her designee shall be entitled to recommend annually the appointment of up to 10 instructional staff employees in the titles referenced in Appendix C at a salary above base, not to exceed 50 appointments University-wide at any one time. The Chancellor or his/her designee shall convene an *ad hoc* committee from the relevant department/unit situated within the college where the faculty member will be appointed to review the salary recommendation. The *ad hoc* committee's recommendation shall be forwarded to the University-wide Provost for review. These appointments shall not be subject to the limits on salary above base included in Appendix C of this Agreement.

PSC-CUNY Research Awards:

- Effective July 1, 2014, and annually thereafter, CUNY will provide the sum of \$3,704,218 for PSC-CUNY Research Awards (section 25.1).
- Effective July 1, 2014, and annually thereafter, CUNY will provide an additional \$180,000.

Educational Technology and Distance Learning:

A labor-management committee will be established to develop contract language governing online classroom teaching observations.

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Medical Separation Procedure:

A new procedure to separate from employment employees who suffer from a physical or mental incapacity is attached hereto as Attachment 5.

Graduate Assistants:

Amend Article 26.6 to provide that Graduate Assistants who were covered by the New York State Health Insurance Program and who are appointed as adjuncts without a break in service shall be eligible to elect health insurance coverage under the New York City Health Benefits Program without the prior two-consecutive-semester service requirement, provided that they meet all other eligibility requirements.

Librarians:

Amend Section 14.3 (b) to provide that members of the instructional staff who are employed full-time as Librarians shall accrue 40 work days of annual leave annually.

Hunter College Campus Schools Assistant Teachers:

The parties agree to add an additional \$5000 on each step of the Assistant Teacher salary schedule effective the Fall semester of 2016.

Adjunct Professional Development Fund:

Amend Article 33.6 to provide that CUNY will provide the sum of \$160,000 annually to the Adjunct Professional Development Fund.

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Tuition Waivers:

A labor-management committee will be established, as set forth in Attachment 6.

EOC Adjunct Health Insurance Coverage:

- Effective with the start of the Fall 2016 semester, qualified EOC adjuncts shall be eligible to enroll in the New York City Health Benefits Program on the same basis as other qualified adjuncts, as defined in paragraphs “2,” “3,” and “4” of the parties’ July 30, 2014 Concluding Agreement on Adjunct Health Insurance.
- Qualified EOC adjuncts eligible to participate in the New York City Health Benefits Program will also be provided with supplemental health benefits through the PSC/CUNY Welfare Fund effective with the start of the Fall 2016 semester.

Expedited Disciplinary Process:

The parties agree to establish a 5-year Pilot Program eliminating the hearing before the Chancellor’s Designee in Article 21 disciplinary proceedings. During the five-year pilot period starting with the 2016-17 academic year, the provisions set forth in Attachment 7 will supercede Article 21.

Section 9.10 Appeals: During the five-year pilot period starting with the 2016-17 academic year, the following provision will supplement Article 9.10:

The President shall be required to respond to an appeal from a full-time faculty member regarding a negative decision on reappointment or tenure within 120 calendar days after the submission on appeal is complete, including the submission of any additional materials and the meeting with the President, if the college permits one, whichever comes later.

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Excluded Personnel:

Amend Article 1 to provide that in addition to the excluded functions or titles already identified in Article 1, each college and the Central Office may exclude up to three additional positions for employees newly appointed to those positions; no employee's representation status shall be changed while he/she remains in his/her current position.

Department Chairs:

Provide that neither PSC grievance counselors nor PSC principal officers may serve as a Department Chairperson.

Workload (Appendix A):

A labor-management committee will be established, as set forth in Attachment 8.

Business School Salaries:

A labor-management committee will be established, as set forth in Attachment 9.

Special Arbitration Provisions:

Amend section 20.5 (a) to read as follows:

The parties shall mutually agree on a panel of arbitrators. An arbitrator from the panel shall be designated to serve in any case submitted to arbitration in accordance with this Section. The designation of the arbitrator to be assigned in a particular case shall be made by the American Arbitration Association ("AAA") or by such other method as agreed to by the parties to the collective bargaining agreement. Such designation shall be made in rotation order for cases submitted for arbitration in accordance with this Section. The arbitrator shall be authorized at any time during the course of the proceedings, on the basis of the proceedings to date, to issue

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preliminary or interim awards, including awards as to arbitrability, which shall determine the further course of the proceedings.

Educational Opportunity Centers: Modifications to the terms and conditions of employment for employees of the Educational Opportunity Centers will be covered by a separate Memorandum of Agreement, including the modifications referenced in the paragraph set forth above concerning EOC adjunct health insurance coverage. EOC salaries and ratification bonus will conform to the terms of this MOA.

Legislative Action: It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

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.

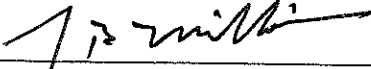
Approval and Ratification: This Memorandum of Agreement is subject to approval by the Board of Trustees of The City University of New York and ratification by the membership of the Professional Staff Congress/CUNY and is subject to State and City funding guidelines and the costing analyses of The State of New York and The City of New York.

Enforceability: It is agreed by and between the parties that this Memorandum of Agreement shall not become effective and is not enforceable until the appropriate governmental bodies provide adequate funding of the economic package.


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For The City University of New York

For the Professional Staff Congress/CUNY


James B. Milliken
Chancellor

8.25.16
Date


Barbara Bowen
President

8/18/16
Date


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