

Clarion

NEWSPAPER OF THE PROFESSIONAL STAFF CONGRESS / CITY UNIVERSITY OF NEW YORK



NOVEMBER 2019



BALLOTS
Cast
your
vote

It's time to
vote on
the MOA.
Here's how.

PAGE 3



Dave Sanders

MEMBERS TO VOTE ON CONTRACT

In this special issue of *Clarion*, the union presents to the members a pathbreaking proposed equity contract that substantially raises wages for adjunct instructors and lifts pay for some of CUNY's lowest-paid titles. It is a complicated agreement that came together after nearly two years of bargaining, direct action and lobbying. Every member should take time and review what this proposed agreement means – and then cast their vote.

BARGAINING TEAM **Reflections from** **the front line**

The PSC's bargaining team – made up of activists from around the CUNY system – worked tirelessly to promote the union's agenda at the negotiating table. **PAGE 4**

CONTRACT **The MOA,** **spelled out**

The tentative agreement includes across-the-board raises and equity raises for adjuncts, CLTs and other titles. Here's the document in full. **PAGE 5**

ACTIVISM **Uniting to win** **raises**

Since the expiration of the last contract in Fall 2017, the PSC has held marches, speak-outs, lobbying days and acts of civil disobedience to push for a fair contract. **PAGE 6-7**



DEBATES **Deal goes to the** **membership**

After a Special Delegate Assembly – and lots of debate – the union's elected representatives voted to send the tentative agreement to the members for a vote. **PAGE 12**

Explaining the adjunct raises

Salaries of teaching adjuncts will increase significantly if the proposed contract is approved and ratified, with minimum adjunct pay increasing by more than 70% by the final year of the contract. Minimum pay will reach \$5,500 for a three-credit course and minimum pay for a four-credit course will be \$6,875 at end of the contract.

A major portion of the adjunct raises begins as early as next semester, **Spring 2020**. The minimum salary for a three-credit course will be \$4,469, and it will be \$5,586 for a four-credit course. Here's how it works.

THE RAISES

Reaching agreement on raises many times higher than the 2% raises in the state and city's collective bargaining "pattern" required a combination of approaches.

1. ACROSS-THE-BOARD INCREASES: 2018, 2019, 2020 AND 2021

The hourly pay rate of teaching adjuncts and of full-time faculty and staff teaching on overload will be raised by 2% in each of the first four years of the contract, just as all other salaries will be raised. The raises following the first one will be compounded.

2. PAID OFFICE HOURS: 2020, STARTING NEXT SEMESTER

One of the breakthroughs of the proposed contract is that it recognizes the professionalism of CUNY adjuncts and their commitment to students.



Adjunct activist Lynne Turner during a protest of the CUNY Board of Trustees

The first big jump in adjunct pay rates will begin next semester. Starting in the Spring 2020 semester, every adjunct (and full-timer on overload) who teaches a course of at least three credit hours will be responsible for and paid at their full hourly rate for formal office hours.

For an adjunct currently teaching a three-credit course who does not now receive any paid professional hours, this change will mean an increase of 33%, on top of the across-the-board increases of 2018 and 2019. For adjuncts who are currently being paid for professional hours, the increase will be less dramatic, but still significant.

3. THE INTRODUCTION OF A SINGLE RATE FOR EACH ADJUNCT TITLE: AUGUST 25, 2022

The second big jump in adjunct pay comes at the start of the Fall 2022

semester, when the current salary steps within teaching adjunct titles will be replaced by a single rate. Instead of receiving a final 2% raise in 2022, teaching adjuncts (except adjuncts in the special circumstances explained below) will see their pay raised to a new hourly rate, based on a single pay rate for each title. The new rates for a three-credit course for both adjunct faculty and full-timers on overloads will be:

- Adjunct Lecturer: \$5,500 (\$91.67 per hour)
- Adjunct Assistant Professor: \$6,000 (\$100.00 per hour)
- Adjunct Associate Professor: \$6,500 (\$108.33 per hour)
- Adjunct Professor: \$6,750 (\$112.50 per hour)

By introducing the new single rates, the union was able to build a second major raise into adjunct faculty salaries, beyond the increase through paid office hours. The single rates also allowed us to structure the raises so that the largest increase applies to the lowest-paid adjuncts in the Adjunct Lecturer title, the title in which about 70% of adjuncts are concentrated.

Once the single rates are introduced, the salary steps within adjunct titles (with the exceptions noted below) will disappear. While salary steps do increase pay, they also delay being paid the top amount for the title. Adjuncts currently move to a higher salary step only after three years of service.

EXCEPTIONS FOR ADJUNCTS IN SPECIAL CIRCUMSTANCES

- Adjuncts in certain professional schools within CUNY – at the Law School, Medical School, Graduate School of Journalism and Executive Programs in the Zicklin School of Business at Baruch – will achieve higher raises if they

receive the final 2% increase than if they were to be paid at the new single pay-rates for each title. These adjuncts will receive the final 2% and not be moved to the single rates.

- Teaching adjuncts who, on the day when the single rates are applied, are already being paid at an hourly rate *higher than the new hourly rate derived from the single rate* will not be moved to the new single rates. Adjuncts on the top three steps of the Adjunct Professor title and the top step of the Adjunct Lecturer, Adjunct Assistant Professor and Adjunct Associate Professor titles on August 25, 2022, will be in this group. These individuals will be "red-circled," in labor parlance, and will receive the final 2% raise on November 1, 2022, instead of being moved to the single rate for their title. Their pay will continue to be calculated based on the number of hours worked, including office hours, multiplied by their "red-circled" hourly rate of pay.
- Note that full-time faculty and staff teaching an additional course as an overload assignment are *not* an exception to the new rates of pay and responsibility for office hours.

OFFICE HOURS

- The introduction of paid office hours will boost adjunct pay in Spring 2020 and will mean that every CUNY course of three or more credit hours will come with compensation for work adjuncts are doing meeting individually with students outside of class.
- Starting with the Spring 2020 semester, the current provision for adjunct professional hours will be replaced with a new provision for office hours. Teaching adjuncts and full-timers on overload will be responsible for and paid for an office hour at their full hourly rate.
- Totals are calculated based on the total number of classroom contact hours you teach at a *single college* (not in a single department or CUNY-wide). If you teach at two colleges, you will be entitled to be paid for office hours at both, following the provisions below:
 - Fewer than 3 classroom contact hours: 0 paid office hours. Adjuncts teaching fewer than 3 classroom contact hours at a single college will not be paid for or responsible for office hours at that college, but those teaching at least 1 credit hour will be paid

for and responsible for professional development hours

- 3 or more but fewer than 6 classroom contact hours: 15 paid office hours/semester
- 6 or more but fewer than 9 classroom contact hours: 30 paid office hours/semester
- 9 or more classroom contact hours: 45 paid office hours/semester
- The hours are to be spent "engaged in or available for student contact," as the MOA states. The MOA also says that the office hours are to be "formalized" as directed by the department chair. That is, the hours are to be posted in your department, listed on your syllabus or otherwise published and observed as is normally done in your department and as the department chair directs.
- If your course is conducted wholly or in part through distance learning, a proportionate share of your office hours may also be conducted through distance technology.
- If you do not have an office, you are still required to hold the office hours, even if it means posting on your syllabus that your "office" is the cafeteria. If the proposed contract is ratified, the PSC will immediately begin working with departments and colleges to address the need for adjunct office space.

PROFESSIONAL DEVELOPMENT HOURS

- Professional development hours are hours that college administrations may designate in order for adjuncts to complete trainings required by law, to participate in other professional development and to meet with union representatives for orientation, while being paid at their full hourly rate. These hours are contained within the adjunct's total number of office hours:
 - Up to 3 hours per semester may be designated professional development hours for adjuncts with 15 office hours.
 - Up to 6 hours may be so designated for adjuncts with more than 15 office hours.
- Teaching adjuncts and those on overload whose total teaching load at a single college is 1 or more but fewer than 3 contact teaching hours will be paid for 2 professional hours per semester at the full hourly rate, to be used for required trainings, professional development, etc., as described above.
- With agreement by the PSC, professional development hours may be used for meetings with union representatives under the new provisions in the Taylor Law added following the Supreme Court *Janus* decision.

Contract highlights

- Breakthrough on adjunct pay—the biggest gain in equity in the union's history
- Salary increases across the board of more than 10% by November 2022
- Two retroactive pay increases
- Pay for teaching adjuncts restructured: minimum for a three-credit course rises by the end of the contract to \$5,500 (an increase of 71%), four-credit course to \$6,875
- Adjunct workload restructured to include paid office hours for every course, resulting in increases of up to 39% per course next semester
- Additional salary increases for equity: full-time CLT titles, all Lecturer titles, and Assistants to HEO
- Across-the-board salary increases also applied to EOCs and Continuing Ed faculty
- Graduate employee health insurance funding and tuition waivers expanded
- Committee to implement paid family leave for full-time and part-time employees
- Improved funding and firm time frames for HEO differential awards
- First-ever contractual language on online teaching, union partici-

- pation in University technology committee
- Travel funds under the contract doubled
- Research support for department chairs, starting 2021
- Increased funding for professional development funds for adjuncts, Continuing Ed faculty, CLTs and HEOs
- Access to professional development grants for non-teaching adjuncts
- Pilot program on payment of stipends for specific projects
- Additional agreement to conduct labor-management campaign against workplace bullying
- Welfare Fund funding increased, supporting further benefit enhancements
- No givebacks

Clarion NOVEMBER 2019

Newspaper of the Professional Staff Congress/City University of New York, collective bargaining representative of the CUNY instructional staff. Vol. 48, No. 5. PSC/CUNY is affiliated with the American Association of University Professors, National Education Association, the American Federation of Teachers (Local 2334), AFL-CIO, the New York City Central Labor Council and New York State United Teachers. Published by PSC/CUNY, 61 Broadway, 15th floor, New York, NY 10006. Telephone: (212) 354-1252. Website: www.psc-cuny.org. Email: apaul@psccmail.org. All opinions expressed in these pages are not necessarily those of the PSC.

PSC OFFICERS: Barbara Bowen, President; Andrea Vázquez, First Vice President; Nivedita Majumdar, Secretary; Sharon Persinger, Treasurer; Michael Fabricant, Steven London, George Emilio Sanchez, Luke Elliott-Negri, Alia Tyner-Mullings, University-Wide Officers; Penny Lewis, Vice President Senior Colleges; James Davis, Michael Batson, David Hatchett, Senior College Officers; Lorraine Cohen, Vice President Community Colleges; Michael Spear, Sharon Utakis, Howard Meltzer, Community College Officers; Iris DeLutro, Vice President Cross Campus Units; Janet Winter, Jacqueline Elliott, Cross Campus Officers; Joan Greenbaum, Steve Leberstein, Retiree Officers; Carly Smith, Vice President Part-Time Personnel; Susan DiRaimo, Blanca Vázquez, Meg Feeley, Part-Time Officers; Peter I. Hoberman, Vice President Emeritus, Cross-Campus Units.

STAFF: Deborah Bell, Executive Director; Naomi Zauderer, Associate Executive Director; Faye H. Alladin, Coordinator, Financial Services; Renée Lasher, Director, Contract Administration; Deirdre Brill, Director, Organizing; Francis Clark, Coordinator, Communications; Barbara Gabriel, Coordinator, Office Services and Human Resources; Kate Pfordresher, Director, Research & Public Policy; Diana Rosato, Coordinator, Membership Department; Peter Zwiebach, Director of Legal Affairs.

Editor: Ari Paul / Associate Editor: Shomial Ahmad / Designer: Margarita Aguilar / Copy Editors: Teri Duerr, Matt Schlecht
© 2019 Professional Staff Congress/CUNY

Contract questions and answers

1. IF THE PROPOSED CONTRACT IS RATIFIED, HOW MUCH WOULD MY SALARY INCREASE?

Salary and hourly rates would increase by 10.41% by the end of the contract, through five 2% increases, compounded.

The 12,000 teaching adjuncts and the 3,000 full-time employees in certain lower-paid titles will receive additional increases based on the principles of equity and lifting the salary floor for all.

Those in teaching adjunct and hourly professorial titles will see a substantial additional increase in pay at the start of next semester, when they will begin to be responsible for and paid for weekly office hours. In general, these titles will not see the last 2% increase, because they will be advanced to a new hourly rate based on a single rate of pay per course per title on August 25, 2022, the first day of the Fall 2022 semester. (See Sections II through IV of the Memorandum of Agreement.)

The proposed agreement also includes equity increases in salary rates for 3,000 employees in lower-paid full-time titles (CLT titles, Assistant to HEO, and Lecturer and related titles). See below.

2. IS THERE ANY RETROACTIVE PAY IN THE PROPOSED AGREEMENT?

Yes, and we had to push hard to win it. CUNY management's initial offer included no back pay and a delay of more than a year and a half before any increases would be paid, but the PSC refused to accept a contract without retroactive increases for 2018 and 2019.

After intense negotiations, we won an agreement that includes an increase in every year of the contract and retroactive increases for everyone represented by the PSC who was on payroll on October 1, 2018, and everyone who was on payroll on Oc-

Raises for all, and equity



Michael Spear and the rest of the bargaining team explained the contract during a Special DA in November (see story on page 12).

tober 31, 2019 (including those who have since retired or left CUNY).

Back pay is the difference between what you were actually paid and what you would have been paid if the new higher rates had been in place at the time. As an example, for someone earning a salary of \$50,000 and on payroll for both increases, back pay will be between \$1,500 and \$2,000, depending on when it is paid. Back pay is taxed and is subject to the same payroll deductions as your regular paycheck. Some members may want to consult a tax professional for more information about the income tax implications.

3. IF THE CONTRACT IS RATIFIED, WHEN WOULD I ACTUALLY GET MY HIGHER PAY AND BACK PAY? I HEAR THERE WAS A LONG DELAY FOR DC37 MEMBERS AT CUNY.

Conscious of the unacceptable delay in payment of increases for our

coworkers at CUNY, the PSC bargaining team repeatedly expressed to CUNY management that increases must be implemented – and retroactive pay paid – as promptly as possible. CUNY management has not yet announced dates. The Chancellor's Office has confirmed, however, that if the contract is ratified, payment for the new additional adjunct office hours will be included in adjuncts' regular paychecks starting with the beginning of next semester. After the last contract was settled, the PSC had to press CUNY hard for timely payment, and it still took five months for raises and retro to be paid. Days after agreement on the current proposed contract was reached, the union leadership met with the chancellor and pressed for timely payment of increases. The PSC has also designated a team of officers and staff prepared to focus, as soon as a contract is ratified, on ensuring that the CUNY administration moves with dispatch to get raises paid.

4. HOW IS THE CONTRACT FUNDED?

The big economic news about the proposed contract is that it comes with a commitment for additional State and City funding, over and above the annual salary increases and equity increases, to pay for the new adjunct office hours. The PSC won the support of the CUNY Board, Governor Cuomo and Mayor de Blasio for investing millions of additional dollars annually so that CUNY adjuncts could be paid for more of the work they do and CUNY students could have increased access to time with their instructors. That commitment is a major achievement of this contract.

The claim made by some college presidents that tuition must be raised to cover contractual increases is false and divisive. The reason for budget shortfalls at CUNY is systemic underfunding, not our contractual increases. New

York City has made the commitment and has the practice of adding funds to the community college budgets to cover every dollar of the across-the-board and equity increases in every year of the contract. New York State has not regularly done so, but the State did provide funding for the retroactive pay increases in the last contract and has made the important new commitment of funds for the proposed agreement. If the "TAP Gap" were closed and if New York City increased its contribution to the senior colleges, some of CUNY's funding problem would be solved – without the need for tuition increases. The PSC will continue to press for additional State funding; our effort is already under way. The proposed contract, with its commitment of additional public funds, gives us a good place to start.

5. WHAT IS MEANT BY "EQUITY INCREASES" AND WHO WILL RECEIVE THEM?

Equity increases are increases in pay in addition to the "across-the-board" raises. One of the major economic victories of the proposed contract is that it provides equity increases in salary for lower-paid full-time employees as well as the major gain for teaching adjuncts. Management initially took the position that there could be no equity increases for full-time employees if there was to be a significant adjunct increase. The union prevailed.

If the proposed contract is ratified, about 3,000 colleagues in full-time titles will receive salary increases on base in addition to the annual 2% raises. The equity increases, all of which will be applied to every step of the given salary schedule, are as follows:

- Full-time CLT titles, effective January 1, 2020:
 - \$2,500 for CLTs
 - \$2,000 for Senior CLTs
 - \$1,500 for Chief CLTs
- Assistants to HEO, effective February 1, 2021: \$1,000
- Lecturers, Lecturers Doctoral Schedule, CLIP and CUNY Start Instructors, and EOC Lecturers, effective April 1, 2021: \$1,500

The different dates for equity increases are part of the overall economic framework of the agreement.

There are several other important equity gains in the proposed contract, notably the provisions for graduate employees and the increases to the professional development grant funds for HEOs, CLTs, adjuncts and continuing-ed faculty.

6. WHAT ABOUT PAID FAMILY LEAVE?

Paid family leave, an initiative introduced by New York State in 2018, allows public-sector unions and their employers to negotiate a program to provide up to 12 weeks per year of partially paid leave for care of a new child or an ill family member. Under the program, both full-time and part-time faculty and

staff would be entitled to take paid time away from work to help with a parent's medical appointments, bond with a new child, take care of an ill spouse or provide other family medical needs.

As part of the proposed contract, the PSC and CUNY management have agreed to work together to try to implement paid family leave. Implementing the program entails contracting with a private insurance vendor, and that process has been slower than anticipated. The program would be funded by modest mandatory payroll deductions, according to a schedule developed by State government.

7. WHAT IS THE SIGNIFICANCE OF NEW LANGUAGE ON OBSERVATIONS OF ONLINE CLASSES?

It represents the first-ever language in our contract addressing online teaching. That is a significant gain, because the CUNY administration has expressed an interest in expanding online instruction, and the rights of CUNY faculty must remain protected. The new provision on classroom teaching observations of online or partially online courses states that it aims to "replicate as closely as possible the observation practices" already included in the contract. The instructor will be given no less than 24 hours' notice of the observation. The observer is to be given limited access to the teaching platform – that is, "student" or "guest" access. The new provision outlines procedures for observations of different kinds of classes using distance learning, but in general, the observer's access to the platform has a time limit, and there is a limit to the portion of the course's activities that may be referenced in the post-observation memorandum.

8. WERE WE ABLE TO NEGOTIATE ANY SOLUTIONS TO THE DIFFICULTIES EXPERIENCED AT SOME CAMPUSES WITH THE HEO SALARY DIFFERENTIAL?

Yes. Supplementary funds will be provided to each college to eliminate budgetary reasons for being unable to approve differentials for eligible employees. For each year of the contract, funds will be made available to each college based upon the number of HEOs who are eligible for the differential at that college. Given the availability of substantial new funds, we hope that there will be an increase in applications and an increase in differentials awarded.

Additionally, although applications may still be submitted and approved at any time of the year, there is now a contractual timetable for final approvals to be made at least twice a year. HEOs who submit their application to HR by January 1 shall receive notification of the President's decision no later than June 30; those who submit applications by July 1 shall receive notification of the president's decision no later than January 15.

Two ways to vote

By CLARION STAFF

The PSC Delegate Assembly voted to send the tentative contract agreed to by the PSC and CUNY to rank-and-file members for a ratification vote. Members will have the option of voting yes or no on the Memorandum of Agreement that appears on pages 5, 8-11 of this issue of *Clarion*, and on the PSC website (tinyurl.com/MOA-2017-2023).

Members will need a personal identification number (PIN) to vote and may vote by phone or internet. PINs and voting details will be sent by the American Arbitration Association (AAA) and should arrive by surface mail and email during the week of November 11. If you have not received a PIN by Monday, November 18, contact the PSC Office at 212-354-1252.

According to the PSC Constitution, to be eligible to vote on the proposed contract you must have been a PSC member in good standing as of four months before ratification ballots are sent out – in this case, as of July 8, 2019. Employees of the Educational Opportunity Centers are eligible to participate in the ratification vote.

CUNY Research Foundation employee members are not eligible to vote because they are covered under separate collective bargaining agreements. Under the PSC Constitution, retirees do not vote on contract ratification. For questions about eligibility to vote, contact the PSC Office after November 18. The deadline for phone and online voting is 11:59 pm on November 26, 2019.

Bargaining team reflects on proposal

By CLARION STAFF

The members of the PSC's bargaining team met on nights and weekends. They agonized over charts and analyzed complicated economic offers volleyed between management and labor. They spent hours pressing the union's case to an often-intransigent management-side bargaining team.

Charged with the goal of face-to-face negotiations with CUNY, the PSC bargaining team, made up of members from the PSC's Executive Council, had the task of pushing the union's ambitious demands.

Since the previous contract expired in November 2017, the bargaining team has worked to tackle the historical suppression of faculty and staff salaries, the poverty adjunct faculty endure and the need for providing equity increases to college laboratory technicians and other titles at the lower end of the salary spectrum.

The members of the bargaining team debated and examined all of the complicated aspects of this tentative collective bargaining agreement. The team voted to recommend the contract to the executive council, which sent the MOA to the delegates, who voted to send it to the membership for ratification.

With membership voting on a groundbreaking tentative agreement that substantially lifts pay for adjunct faculty, members of the bargaining team reflect on the long process and what the union managed to win.

OFFICE HOURS

I was an adjunct for 17 years, and while we were not able to win the maximum demand of \$7,000 per course for adjunct instructors, this agreement significantly advances the remuneration of every single adjunct in the bargaining unit, with the lowest-paid faculty receiving a 71% boost in their pay over the next three years.

The new minimum of \$5,500 for a 3-credit course is up from the current minimum of \$3,222. While the new flat rates will be applied in 2022, there are significant gains along the way: by getting compensation for previously uncompensated labor in the form of office hours, adjuncts will begin to see substantial increases in their paychecks beginning next semester. Someone teaching one 3-credit course will see a 39 percent increase starting in the Spring 2020 semester (2% + 2% compounded + one office hour).

Going forward, every raise will include the increased hours. This was no easy achievement. CUNY has relied on a good deal of free labor for decades now, and changing that took a great amount of persistence and creativity. I believe this creates a model that other academic unions will use in their bargaining. It should be added that

Nearly two years of talks



Iris DeLutro



Luke Elliott-Negri

important advances in equity were achieved elsewhere in the contract as well for CLTs, HEOs, Lecturers, graduate employees and others. All this was achieved without taking from other units of the bargaining team.

MICHAEL BATSON
EXECUTIVE COUNCIL,
SENIOR COLLEGES
COLLEGE OF STATEN ISLAND

FT FACULTY WIN

Our priority was to improve the wages of our lowest-paid members, but not at the expense of full-time faculty. We rejected CUNY's demand to generate equity money by hollowing out the raises full-time faculty should expect. Our commitment was to enhance total funding, not merely redistribute a modest economic "pattern." Sticking to this position allowed the bargaining team to achieve equity gains while also providing full-timers with raises that keep pace with inflation, including back pay in each of the two years in which we worked on an expired contract, and equity increases for our lowest-paid full-timers, the lecturers.

JAMES DAVIS
EXECUTIVE COUNCIL,
SENIOR COLLEGES
BROOKLYN COLLEGE

STRUCTURAL CHANGE

We have taken a huge step toward eliminating an entire tier of doctoral students – those who lack stable funding and access to health insurance (NYSHIP), a group of graduate "sometime-employees." CUNY has committed money to provide health insurance for this entire group and we will work with the Graduate Center to construct an employment system that will allow them consistent access to

cians, one of the lowest paid constituencies in the union, this MOA added more pay on their line. The Assistant to HEO title, which has a high concentration of women and people of color, needed some attention, and the MOA adds money for that line.

In addition to the economic gains of 10.4% plus more for HEOs, we all won an important separate agreement: a joint PSC and CUNY campaign against workplace bullying.

IRIS DELUTRO
VP OF CROSS-CAMPUS UNITS
SCHOOL OF LABOR AND URBAN
STUDIES

CONTRACT PRIDE

This contract significantly improves adjunct pay – *CUNY acknowledges that adjuncts do hold up half the sky* – and addresses equity issues for our members and nonmembers alike: join the union if you have not done so! For me, the bargaining team was a role model for how to move forward in a post-*Janus* era and of what we can accomplish when we keep the eyes on the prize: thoughtful dialogue, solidarity across titles, organizing and persistence makes a union strong. A lot more of that on all our campuses will make us unstoppable. There is much more to win, but we have achieved a solid foundation that we can continue to build on.

BLANCA VÁZQUEZ
EXECUTIVE COUNCIL, PART-TIME
PERSONNEL
HUNTER COLLEGE

A RAISE FOR THE BOTTOM

CLTs are among the lowest-paid titles among full-time positions. We set up the labs, conduct budget research, order equipment, ensure that equipment is running properly in television studios, theater production sets and much more. When there's not enough money in the budget, we find a way to order

needed equipment. Some of us have certifications from the FDNY and all of us keep up-to-date on latest technology. We coordinate projects, counseling and course scheduling. We multitask the minute we walk into work.

Yet there are little promotional opportunities – if any – for us. The new contract gives an additional boost in pay to CLTs in addition to across-the-board raises. This additional money is a step in the right direction. It recognizes us for the work we do, the extra workload that we've taken on during years of austerity – and that the lowest-paid PSC titles need more of a boost to live in one of the world's most expensive cities. I'm glad that we were able to attain the equity raises and I look forward to future contract gains where there can be formalized promotional opportunities.

JACQUELINE ELLIOT
EXECUTIVE COUNCIL,
CROSS-CAMPUS UNITS
CITY TECH

NO ZERO SUM

What characterized the bargaining of this contract compared to the prior one was the challenge of meeting our priority of raising adjunct salaries without allowing management to turn this into a zero-sum game: if adjuncts win, full-time faculty and staff have to lose. The team worked really hard to find a way to raise adjunct salaries without diminishing the raises of other full-time faculty and staff. What allowed us to be successful was the educational and political work that the union did over a period of several years.

I am very happy the contract is settled and I hope that it will be approved by the membership. I am proud that we did not make any concessions. In a period marked by austerity, we made some important gains.

LORRAINE COHEN
VP OF COMMUNITY COLLEGES
LAGUARDIA COMMUNITY COLLEGE



Blanca Vázquez



Michael Batson

BIG GAINS FOR STAFF TITLES

We were able to improve funding for differential awards for HEOs. For the college laboratory techni-

Memorandum of Agreement for a Successor Collective Bargaining Agreement Between The City University of New York and The Professional Staff Congress/CUNY

I. TERM: 12/01/2017-02/28/2023 (63months)

II. ACROSS-THE-BOARD WAGE INCREASES:

A. The following increases shall apply on the dates listed below, except as modified in II.B. 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. The 11/01/2022 2% wage increase does not apply to teaching adjunct series title and hourly professorial salary schedules – which salary schedules receive increases specified in IV below – except as follows:

The 11/01/2022 2% wage increase shall apply to the hourly rates for teaching adjuncts in Medical series titles, Law School series titles, Resident series titles, Graduate School of Journalism series titles and Executive Programs in the Zicklin School of Business at Baruch College series titles, whose compensation and workload shall continue consistent with past practices and the collective bargaining agreement.

C.1. The 11/01/2022 2% wage increase shall apply to the hourly rates for all non-teaching adjuncts, adjunct CLTs and CETs, including those in the schools and programs named in paragraph II. B. above.

2. The 11/01/2022 2% wage increase shall also apply to the hourly rates for individuals employed in the teaching adjunct titles specified in paragraph IV below whose hourly rate of pay as of 08/25/2022, as a result of previous CUNY employment as a teaching adjunct, exceeds the hourly rate of pay resulting from the application of a single rate of pay for their title effective 08/25/2022, as specified in paragraph IV below.

D. As of 08/25/2022, Article 24.2 (b) will not apply to teaching adjuncts.

III. ADDITIONAL TEACHING ADJUNCT PAY:

1. Effective the start of the Spring 2020 semester, employees in teaching adjunct titles – except teaching adjuncts in Medical series titles, Law School series titles, Resident series titles, Graduate School of Journalism series titles and Executive Programs in the Zicklin School of Business at Baruch College series titles – who are assigned to teach at least three (3) classroom contact hours per semester (at least 45 appointment hours) within the same college will be responsible for and paid for office hours in the amounts designated below. Adjuncts shall be paid for these hours at their full hourly rate. These hours are to be spent on campus – unless the course is conducted entirely or partially through distance learning, in which case the office hours may be conducted online to a corresponding extent – and are to be formalized as directed by the department chair. The hours are to be spent engaged in or available for student contact, except that the colleges may direct that up to three (3) office hours per semester – or up to six (6) per semester for those who are responsible for and paid for more than 15 office hours – be used for required trainings (e.g., Workplace Violence Prevention, Sexual Harassment Prevention, You Have a Right to Know, etc.); for professional development; for attendance at college orientation sessions; for

meetings with the union pursuant to Section 208.4(b) of the NYS Civil Service Law, which may be conducted individually or in a group, as agreed to with the PSC; or as otherwise directed by the colleges.

2. Allocation of paid office hours per college:

A total of fewer than 3 classroom contact hours: 0 paid office hours

- 3 or more but fewer than 6 classroom contact hours: 15 paid office hours/semester
- 6 or more but fewer than 9 classroom contact hours: 30 paid office hours/semester
- 9 or more classroom contact hours: 45 paid office hours/semester

3. Consistent with Article 15.2 (a), paid office hours will be capped at 45 per semester at any one college. If an adjunct teaches at two colleges, paid office hours will be capped at 45 at the first college and 30 at the second college.

4. Allocation of paid professional hours per college for teaching adjuncts assigned to teach one or more but fewer than 3 classroom contact hours in a single college: two (2) paid professional hours/semester to be used for required trainings (e.g., Workplace Violence Prevention, Sexual Harassment Prevention, You Have a Right to Know, etc.); for professional development; for attendance at college orientation sessions; for meetings with the union pursuant to Section 208.4 (b) of the NYS Civil Service Law, which may be conducted individually or in a group, as agreed to with the PSC; or as otherwise directed by the colleges.

5. Full-time employees who teach a course that represents an overload assignment and for which they are paid at the applicable hourly professorial rate, which corresponds to the teaching adjunct rates as set forth in paragraph II above and in paragraph IV below, will be responsible for and paid at the applicable professorial rate for the office hours specified above (paragraph III. 1. through 4. above), in addition to any office hours for which they are normally responsible as part of their full-time assignment.

6. Effective at the start of the Spring 2020 semester, the current language of Article 15.2 (b) will be replaced with the following sentence: “It is understood that paid office hours and paid professional hours for adjuncts shall not be counted toward the maximum adjunct teaching hours in section 15.2 of this Agreement.”

IV. ADJUSTMENT TO ADJUNCT SALARY STEPS:

1. Effective at the start of the Fall 2022 semester (i.e., August 25, 2022), the salary steps in teaching adjunct titles, except Medical series titles and Resident series titles, shall be eliminated and replaced with a single hourly rate. Individuals employed in teaching adjunct titles who receive the final 2% raise on 11/01/2022 shall be paid as specified in paragraph II.C.2. above, not at the single rates established below.

2. Effective August 25, 2022, hourly rates shall be as follows:

Adjunct Lecturer and related titles (Adjunct Lecturer (H), Adjunct Lecturer Doctoral & Instructor (H)): \$91.67 per hour (\$5,500 per semester for a three-contact hour course)

Adjunct Assistant Professor and Adjunct Assistant Professor (H): \$100.00 per hour (\$6,000 per semester for a three-contact hour course)

Adjunct Associate Professor and Adjunct Associate Professor (H): \$108.33 per hour (\$6,500 per semester for a three-contact hour course)

Adjunct Professor and Adjunct Professor (H): \$112.50 per hour (\$6,750 per semester for a three-contact hour course)

The PSC will withdraw the section of PERB charge U-36619 relating to the pay rate for Section 208.4 (b) meetings.

HEALTH SAVINGS AND WELFARE FUND CONTRIBUTIONS:

The June 28, 2018, and August 31, 2018, letter agreements between the City of New York and the Municipal Labor Committee regarding health savings and welfare fund contributions pertain to CUNY and the PSC and are attached (Attachment 1). Article 26 will be amended to reflect the per capita contributions provided in the MLC letter agreements.

Effective February 28, 2023, Article 26 will also be amended to provide that the annual per capita contribution to the PSC-CUNY Welfare Fund on behalf of active and retired full-time employees will be increased by \$35, and on behalf of eligible active part-time employees by the pro-rated amount: \$25.

COLLEGE LABORATORY TECHNICIAN TITLE SERIES SALARY SCHEDULE (ARTICLE 24.6):

Effective January 1, 2020, each step on the College Laboratory Technician salary schedule shall be increased by \$2,500.

Effective January 1, 2020, each step on the Senior College Laboratory Technician salary schedule shall be increased by \$2,000.

Effective January 1, 2020, each step on the Chief College Laboratory Technician salary schedule shall be increased by \$1,500.

ASSISTANT TO HIGHER EDUCATION OFFICER SALARY SCHEDULE (ARTICLE 24.6):

Effective February 1, 2021, each step on the Assistant to Higher Education Officer salary schedule shall be increased by \$1,000.

LECTURER TITLE SERIES SALARY SCHEDULES (ARTICLE 24.6):

Effective April 1, 2021, each step on the Lecturer, Visiting Lecturer and Lecturer Doctoral Schedule, CLIP Instructor and CUNY Start Instructor salary schedules shall be increased by \$1,500.

NEW YORK STATE PAID FAMILY LEAVE:

The parties agree to establish a Labor/Management Committee to work out implementation of Paid Family Leave for eligible part-time employees and for eligible full-time employees, if possible, modeled on the NY State statute and on applicable New York State/New York City programs.

HEO SERIES DISCRETIONARY ASSIGNMENT DIFFERENTIAL:

A pilot program will be established for the University to set aside funds to supplement the funding provided by the colleges for discretionary HEO assignment differentials. The

pilot program will be effective January 1, 2020, through June 30, 2023, and the supplementary funding for differentials to be awarded in accordance with Article 22.5 will be provided as follows:

Effective January 1, 2020 \$ 71,946

Effective July 1, 2020 \$143,893

Effective July 1, 2021 \$143,893

Effective July 1, 2022 \$143,893

Funds available January 1, 2020, shall be apportioned to each college on February 1, 2020, based upon the number of Assistant to HEOs, HEO Assistants and HEO Associates who have completed one or more years of service at the top salary step of their respective salary schedule as of October 1, 2019. Each subsequent apportionment shall be based on the number of eligible employees on the July 1st that the funds are available, which funds shall be apportioned to the colleges on the following dates:

August 1, 2020

August 1, 2021

August 1, 2022

It is understood that the decision as to how many, if any, assignment differentials to award in any year remains discretionary with the colleges. The colleges will track the number of differentials awarded, and the University will report annually to the PSC on the amounts of reimbursements awarded to each college and the number of differentials awarded by each college. Prior to February 1, 2023, the parties will meet to discuss continuation of the pilot and/or the use of any remaining funds.

AMEND Article 22.5 by adding a new subsection (c) as follows:

Eligible employees who submit completed applications to the college HR office by January 1 of each year shall receive notification of the President's decision no later than the following June 30. Eligible employees who submit completed applications to the college HR office by July 1 of each year shall receive notification of the President's decision no later than the following January 15.

PAYMENT FOR DEFINED PROJECTS THROUGH STIPENDS:

The parties agree to a pilot program as follows: In addition to the existing ability of the colleges and the University to grant reassigned time or make payment on an hourly basis, the parties agree to enter into a pilot program that will give the colleges and the University the discretion to pay faculty via stipends for work on certain defined projects that are not part of the employee's normal responsibilities and that include a specific deliverable in a specified timeframe. The terms of this pilot program are as follows:

- The pilot program governing stipends will be for five academic years, beginning with the 2019-2020 academic year through the end of the 2023-2024 academic year.
- Eligibility for stipends will be limited to full-time faculty members who are on the regular University payroll and who have a continuing CUNY appointment.
- Stipends may not exceed \$10,000 per project.
- Stipends will be taxable, pensionable and subject to normal payroll deductions.

Continued on page 8

Contract actions, in the streets and



Dave Sanders

October 2017 | Voting on demands

Union delegates vigorously debated and eventually voted overwhelmingly to approve an ambitious set of demands for the PSC bargaining team that focused on raising adjunct pay and reaching fair salaries across the board.



December 2017 | Baruch College protest

Members marched from the Graduate Center to the CUNY Board of Trustees with CUNY expired.



Dave Sanders

June 2018 | Board of Trustees

Members said clearly: adjunct instructors are full-time teachers with part-time pay.



Ellen Moynihan

September 2018 | Thompson protest

The union descended on the Financial District office of CUNY Board of Trustees Chair William Thompson to demand a fair contract.

board rooms



January 2019 | Board of Trustees protests

Students joined PSC members to demand that the Board of Trustees tell the state it must address its chronic underfunding of CUNY.

f Trustees hearing at Baruch College as the previous contract



March 2019 | Bargaining intensifies

The bargaining team discussed progress in the ongoing contract talks with CUNY.



May/June 2019 | Graduation

Students and their families showed solidarity with faculty and staff, demanding a fair contract during Spring graduation ceremonies throughout the CUNY system. Many graduates wore PSC stickers on their caps and gowns.

December 2018 | Civil disobedience

More than a dozen union members were arrested for blocking the Baruch College entrance during a Board of Trustees hearing. The PSC protested the BOT's lack of action on demands for state funding.

Memorandum of Agreement

Continued from page 5

- The amount of stipend pay will be determined by the scope and complexity of the project, not by the title or underlying salary of the recipient. It is understood that stipends will be awarded for projects that are not part of the faculty member's normal workload or responsibilities.
- Stipends will be paid for work on defined projects deliverable within a specified timeframe. Projects for which faculty are paid a stipend must be completed within a defined period of time that may not exceed one year.
- A letter specifying the terms of the stipend must be signed by both the faculty member and the President's designee.
- Projects for which stipends are paid will be limited to: University or college strategic initiatives, course development as part of a University or college initiative, and leadership roles in accreditation processes. Other defined projects may be stipended if approved by the Executive Vice Chancellor and University Provost or his/her designee.
- Stipends may not be used to replace reassigned time that is normally allocated for administrative leadership of departments, programs or schools.
- No stipend may be less than \$500. Work requiring payment below \$500 will continue to be paid at the appropriate non-teaching adjunct rate.
- Except to the extent, if any, that a stipend is awarded in an amount below \$500 or above \$10,000; that a stipend is awarded to someone who is not a full-time faculty member; that a stipend is awarded for a project that will exceed one year or is being used to replace reassigned time that is normally allocated for administrative leadership of departments, programs or schools; or that a college fails to pay an agreed-upon stipend, all decisions regarding stipends, including, but not limited to, assignments covered, the amount of the stipend, and the individual to whom the stipend is awarded, shall remain discretionary with the college and/or University and are not subject to the provisions of Article 20.
- The Colleges will track the stipends awarded each year of the pilot, and the University's Office of Academic Affairs will provide the Union with a summary report at the end of each academic year.
- Ownership of any copyright in work paid for with a stipend as part of the pilot project shall be as follows:
 1. If the work consists of creating scholarly or pedagogical work such as instructional materials, classroom presentations, curriculum, etc., then the faculty member shall own any copyright.
 2. If the work is other than creating scholarly or pedagogical work, for example if the work consists of creating personnel manuals, written policies, administrative handbooks, etc., then the University shall own any copyright.

EDUCATIONAL TECHNOLOGY:

Effective upon ratification and approval of the collective bargaining agreement, the Professional Staff Congress may designate two representatives to the CUNY Committee on Academic Technology.

REASSIGNED TIME FOR UNTENURED FACULTY:

AMEND Article 15.1 (e) of the collective bargaining agreement by renumbering the current paragraph 15.1 (e) to make it 15.1 (e) 1. and adding the following as 15.1 (e) 2.:
Effective with the 2020-2021 academic year, untenured Assistant Professors, untenured

Associate Professors and untenured Professors (including those employed as faculty counselors or as faculty librarians) who receive an initial appointment to a professorial title on or after the start of the Fall 2020 semester will receive 18 contact hours of reassigned time to be used during their first five annual appointments, in order to engage in scholarly and/or creative activities related to their academic disciplines. In the event that such faculty member takes a leave during the specified five-year period, the period will be extended by one year. Upon receiving appointment with tenure, the faculty members specified above shall receive six (6) contact hours of reassigned time to be used during the three (3) succeeding academic years, beginning with the year in which tenure becomes effective. In the event that such faculty member receives a fellowship leave or takes other leave during the specified three-year period, the period will be extended by one year. Assignment of such reassigned time will be made by the college pursuant to guidelines designed to encourage scholarship.

AMEND Article 15.1 (f) as follows:

For the purpose of calculating the reassigned time provided in paragraphs (d) 2., (e) 1. and (e) 2. above to untenured Assistant Professors, untenured Associate Professors and untenured Professors employed as faculty counselors or as faculty librarians, 12 contact hours shall be equivalent to the number of clock hours that would be necessary to provide full reassigned time to a faculty counselor or a faculty librarian for 15 weeks. Assignment of such reassigned time will be made by the college pursuant to guidelines designed to encourage scholarship.

BARUCH COLLEGE WORKLOAD CREDIT IN EXECUTIVE DEGREE AND INTERNATIONAL MASTER'S PROGRAMS:

The parties agree to a five-year pilot program, beginning with the 2019-2020 academic year and continuing through the end of the 2023-2024 academic year, as follows:

In the Baruch College executive master's degree, dual master's degree and international executive master's degree cohort programs listed below, in which instruction during the summer annual leave period as defined in Section 14.1 of the collective bargaining agreement is an intrinsic part of the program, tenured and certificated full-time faculty members who agree to teach courses during the summer annual leave period may elect to receive workload credit under Appendix A of the collective bargaining agreement or to be paid at the appropriate professorial hourly rate for such teaching contact hours during summer annual leave, subject to approval by their department chair. Members of the teaching faculty who receive workload credit for teaching contact hours during the period of summer annual leave shall receive no additional compensation for such teaching contact hours.

For purposes of managing the annual undergraduate teaching contact hour workload under Appendix A, teaching contact hours during the summer annual leave period for which workload credit is received shall be considered part of the annual workload in the academic year in which they occur; i.e., in the academic year starting with the previous Fall semester, unless the faculty member is in his/her final year of the three-year workload averaging period, in which case the workload credit for teaching during the summer annual leave period may be considered part of the annual workload in the following academic year. The workload credit received for such courses shall be identical to the workload credit that would

have been received if such courses had been taught during the regular academic year.

The parties will meet and negotiate over inclusion of additional programs during the period of the pilot program, should any such programs be created by the college. It is the intention of the parties that such newly created programs be included in the pilot to the extent they comply with the criteria above.

BARUCH COLLEGE YEAR-ROUND COHORT PROGRAMS

Zicklin School of Business

- Executive Master of Business Administration (EMBA)
- EMBA in Health Care Administration
- Executive Master of Science (EMS) in Finance
- EMS in IS (Information Systems)
- EMS in Human Resources Management
- EMS in Finance in Sao Paulo, Brazil*
- EMS in Entrepreneurship in Sao Paulo, Brazil*
- MBA-MS in Entrepreneurship with College of Management in Israel
- MBA-MS in Finance with Peking University HSBC Business School (PHBS)
- MBA-MS in Finance with Renmin University of China (RUC)
- MBA-MS in Finance with University of Science and Technology Beijing (USTB)
- MBA-MS in Finance with Xi'an Jiaotong University (XJU)
- MBA-MS in Finance with Shanghai International Studies University (SISU)
- MSFA-MS in Finance with Free University of Bozen-Bolzano and University of Padua in Italy

*Inclusion of these programs is contingent upon their receiving final approval in a form consistent with the criteria above.

Weissman School of Arts & Sciences

- MA in Mental Health Counseling
- MS in Industrial/Organizational Psychology, Singapore program

Marx School of Public and International Affairs

- Executive Master of Public Administration (EMPA)

MULTI-YEAR APPOINTMENTS FOR TEACHING ADJUNCTS:

AMEND paragraph 1 of Appendix E of the collective bargaining agreement to provide that the pilot program will be extended through the end of the 2023-2024 academic year.

AMEND paragraph 2 of Appendix E of the collective bargaining agreement as follows:

An employee who has served as a teaching adjunct and who has taught at least six (6) contact teaching hours per semester within the same department of the college for the 10 most recent consecutive semesters (excluding summer sessions) preceding the effective date of the three-year appointment shall be considered for a three-year appointment, subject to the comprehensive review and assessment referenced in paragraph "4" below. Up to four semesters of substitute service in a teaching title within the same department of the college may be counted as qualifying service. The first three-year appointments shall begin in the Fall 2017 semester, and three-year appointments will continue to be available starting in each fall semester through Fall 2023. Adjuncts shall be notified on or before May 15th concerning appointment or non-reappointment for a three-year period.

With the start of the Fall 2019 semester, the following eligibility criteria, in addition to the criteria in the paragraph above, shall be in ef-

fect. An employee who has served as a teaching adjunct and who has taught at least six (6) contact teaching hours per semester within the same department of the college for at least 10 of the 12 most recent consecutive semesters (excluding summer sessions) preceding the effective date of the three-year appointment shall be considered for a three-year appointment, subject to the comprehensive review and assessment referenced in paragraph "4" below, provided that the adjunct was initially assigned to teach at least six (6) contact hours in the semester(s) resulting in the lack of continuity and that the adjunct lost no more than one course owing to insufficient enrollment or reassignment of the course to another faculty member and/or that the adjunct lost one or more courses owing to medical reasons in the semester(s) at issue. A teaching adjunct who believes that his or her service in at least 10 of the 12 most recent semesters counts as qualifying service as set forth herein must self-identify to the college Human Resources Office and the department chair no later than the end of the second week of the Spring semester in which he or she would be considered for the three-year appointment; the college shall determine whether the adjunct meets the eligibility criteria set forth herein for consideration for a three-year appointment and shall notify the adjunct whether he/she is eligible to receive consideration for such appointment.

In rare instances in which a department Personnel and Budget Committee determines that an eligible adjunct will not be reappointed to a three-year appointment but could benefit from a one-year appointment and additional guidance, the adjunct shall be appointed to a one-year appointment. At the end of the one-year appointment, the adjunct must be considered for a three-year appointment.

EXPANDING ACCESS TO THE NEW YORK STATE HEALTH INSURANCE PROGRAM FOR GRADUATE EMPLOYEES:

The University will make available up to \$700,000 to enable doctoral students in their first five years of enrollment in a Ph.D. program who were not previously enrolled in the New York State Health Insurance Program (NYSHIP) and who have been admitted to a Ph.D. program on a tuition-only basis to receive health insurance through the New York State Health Insurance Program to the extent that such students are appointed to titles within the PSC bargaining unit and meet the eligibility requirements for New York State Health Insurance Program coverage. The funds will be made available as follows: \$175,000 effective January 1, 2020; \$175,000 effective July 1, 2020; \$200,000 effective February 1, 2021; and \$150,000 effective July 1, 2021. A labor/management committee will be established no later than December 1, 2019, to discuss implementation of expanded access to the New York State Health Insurance Program for graduate employees.

GRADUATE EMPLOYEE ISSUES LABOR/MANAGEMENT COMMITTEE:

The Committee established to discuss implementation of NYSHIP will also explore consideration of graduate employee teaching service as qualifying service for multi-year adjunct appointments and, by mutual agreement, other issues relevant to graduate employment.

GRADUATE ASSISTANT APPOINTMENT:

AMEND the third paragraph of Article 11.2 as follows:

No persons shall be appointed to the title Graduate Assistant more than five years consecutively except when special permission is requested by the executive officer of the doctoral program in which the student is enrolled and the Chairperson of the department in which he

or she is employed. In no instance shall such extensions be granted for more than two additional appointments. Appointments may be for less than one year.

GRADUATE ASSISTANT B WORKLOAD:

AMEND the second sentence of Article 15.3, Section “Graduate Assistant B,” as follows: If a Graduate Assistant B also holds an adjunct or other hourly position, his or her total assignment may not exceed 270 contact hours or 450 hours of non-teaching assignment during the work year.

GRADUATE EMPLOYEE TUITION WAIVERS:

Effective with the start of the Spring 2020 semester, tuition at the Doctor of Philosophy Level 3 Resident rate shall be waived for up to four additional semesters (normally, years 6 and 7 of enrollment) for students who have completed 10 semesters of enrollment in a Doctor of Philosophy program and who are employed in a title recognized under Article 1 of the Collective Bargaining Agreement. Students who meet the eligibility criteria above and whose tuition is at a higher rate than the Doctor of Philosophy Level 3 Resident rate shall have the portion of their tuition equivalent to the Doctor of Philosophy Level 3 Resident rate waived under the terms stated herein.

NON-TEACHING ADJUNCTS AND ADJUNCT CLTS, PROFESSIONAL DEVELOPMENT:

AMEND Article 33.5 (f) on the HEO/CLT Professional Development Fund as follows:

Full-time employees in Higher Education Officer Series and College Laboratory Technician Series titles will be eligible to apply for professional development grants as set forth herein. Employees in adjunct College Laboratory Technician titles and Non-Teaching Adjunct titles will also be eligible to apply, provided that they are working an average of 10 or more hours per week during the semester in which application is made and have worked an average of 10 or more hours per week for four consecutive semesters (not including summer sessions) immediately preceding the semester in which application is made. Eligible employees will apply by using the standard application form. The application will explain how the professional development activity is related to the employee’s position at the University and to the employee’s own professional development.

RESEARCH ACCOUNTS FOR DEPARTMENT CHAIRS:

AMEND Article 25 by including the following as 25.6 and renumbering the current 25.6 as 25.7:

Effective February 1, 2021, the University will establish a research account at the CUNY Research Foundation for each department chair and Graduate Center executive officer represented by the PSC. The University will deposit \$1,750 in the research account of each department chair and Graduate Center executive officer on February 1, 2021, and \$3,000 on September 1, 2021, and on or before September 1 every year thereafter. The account is to be used to further the scholarly and/or creative activities of the department chair or executive officer and will be governed by the same guidelines that apply to the PSC-CUNY Research Awards Program. Unused funds may be rolled over to the subsequent year (including the year after the department chair or executive officer leaves office), but must be expended within that year. Any funds not expended within the subsequent year shall be returned by the CUNY Research Foundation to the PSC-CUNY Research Awards account. Funds in the amount of 10 percent of the total deposited in all department chair research accounts annually will be provided to the CUNY Research Foundation on February 1, 2021, September 1, 2021, and every September 1 thereafter to support administrative costs.

HEO/CLT PROFESSIONAL DEVELOPMENT FUND:

AMEND the first paragraph of Article 33.5 of the collective bargaining agreement as follows:

Effective January 1, 2020, the annual sum of \$807,442 and, effective February 1, 2021, and annually thereafter, the annual sum of \$1,047,442 University-wide will be allocated to provide opportunities for professional development for employees in Higher Education Officer series, College Laboratory Technician series titles, and Non-Teaching Adjunct titles. Guidelines for the implementation of this provision are as follows:

AMEND Article 33.5 (k) to delete the first sentence and replace as follows:

A sum equal to 7.5 percent of the annual \$807,442 allocation to the Fund (i.e., \$65,604) will be deducted by the PSC upon receipt of the funds. Thereafter, a sum equal to 7.5 percent of the annual \$1,047,442 allocation to the Fund (i.e., \$78,558) will be deducted annually from the HEO/CLT Professional Development Fund by the PSC to support administrative costs. The PSC will provide an annual itemized accounting of these expenses.

ADJUNCT PROFESSIONAL DEVELOPMENT FUND:

AMEND Article 33.6 of the collective bargaining agreement to add the following paragraph:

Effective January 1, 2020, the University will provide the sum of \$660,000 annually to the Adjunct Professional Development Fund. If the funds provided in any fiscal year are not fully expended in the fiscal year, they may be rolled over into the next fiscal year. Guidelines for the implementation of this provision are contained in Appendix B.

AMEND Appendix B, section 7, by replacing the third sentence as follows:

A sum equal to 7.5 percent of the annual \$660,000 allocation to the Adjunct Professional Development Fund (i.e., \$49,500) will be deducted from the Fund annually by the PSC to support administrative costs.

TRAVEL ALLOWANCES:

AMEND Article 28 of the collective bargaining agreement as follows:

Effective January 1, 2020, the University shall provide the sum of \$1,863,236 annually for use by members of the bargaining unit for attendance at professional meetings and conferences. The allocation of travel funds at each college shall be made by the appropriate college official or college committees.

CLASSROOM TEACHING OBSERVATIONS OF ONLINE COURSES:

AMEND Article 18.2 (b) 1 and **add** a new section, Section 18.2 (b) 3, as follows:

18.2 (b) 1. Regardless of the mode of instruction, at least once during each academic semester, non-tenured and non-certificated members of the teaching staff shall be observed for a full classroom period. One observation shall take place during any scheduled class, except as specified below in Article 18.2 (b) 3 for classes conducted wholly or in part through online technology, during the first ten weeks of the semester. Except as otherwise provided, the employee shall be given no less than 24 hours of prior notice of observation.

Tenured and certificated members of the teaching staff may be observed once each semester.

18.2 (b) 3. Teaching Observations for Online Courses:

- a. For teaching observations of online or partially online courses, the parties intend to

replicate as closely as possible the long-standing teaching observation practices established pursuant to this Agreement. Therefore, the provisions of Article 18.2 (b) 2 shall apply except as specifically modified herein.

- b. In a fully online synchronous course (that is, a course that meets online for 100% of the semester’s class meetings with a regularly scheduled class period during which students and the instructor are online at the same time), the designated observer shall be given limited access to the course platform, usually defined as “student” or “guest” access but in no event «instructor” or “administrator” access, only for the scheduled class period to be observed. Via the method for announcements normally employed by the instructor in the course, the instructor shall inform the students that the teaching observation is occurring. In no event shall the classroom teaching observation memorandum refer to the conduct of course activities outside of the observation period.
- c. In a fully online asynchronous course (that is, a course conducted entirely online without a scheduled class period), the designated observer shall be given limited access to the course platform, usually defined as “student” or “guest” access but in no event “instructor” or “administrator” access, for no more than a 48-hour period that will commence at a specified time not earlier than seven calendar days after the notice of the teaching observation has been given to the instructor. Within 48 hours of receiving notice of the observation, the instructor shall inform the students of the teaching observation and its beginning and end time via the method for announcements normally employed by the instructor in the course.
- d. In a fully online mixed course (that is, a course conducted entirely online using both synchronous and asynchronous instruction), the teaching observation shall take place according to the procedures for a fully online synchronous course, as specified above. At the request of the instructor, and with the consent of the Department Chairperson, the teaching observation may be conducted as it would be for a fully online asynchronous course, as specified above.
- e. In a hybrid or blended course (that is, a course in which some face-to-face classroom periods are replaced by online instruction or any other modality that is not face-to-face), the following rules shall apply:
 - i. If at least 50% of the class sessions are conducted in a traditional face-to-face classroom setting, the observation shall normally take place during a face-to-face classroom period as set forth in Article 18.2 (b). At the request of the instructor, and with the consent of the Department Chairperson, the observation may be conducted during an online class session. In such cases, the observation shall be conducted according to the procedures for a fully online synchronous course or a fully online asynchronous course, as applicable.
 - ii. If fewer than 50% of the class sessions are conducted in a traditional face-to-face classroom setting, the observation shall be conducted according to the procedures for a fully online synchronous course or a fully online asynchronous course, as applicable.
 - iii. The Department Chairperson may decide that an instructor teaching a hybrid course who has been observed under this provision may have his or her next observation conducted in the other modality used for the course.
- f. For observations of other than a fully online synchronous course, the observer

shall not review online activity that occurred more than seven calendar days prior to the 48-hour period of access to the course platform, nor shall the post-observation memorandum refer to any course activities that occurred more than seven calendar days prior to the 48-hour period of access.

- g. For a fully online course, the post-observation conference set forth in Article 18.2.b may be held, at the request of the instructor, in person, by telephone, or by video conference.

CLASSROOM TEACHING OBSERVATIONS BY OTHER DEPARTMENTS OR PROGRAMS:

AMEND Article 18.2 (b) to add a new section, 18.2 (b) 4, as follows:

Effective with the start of the Fall 2019 semester, teaching members of the instructional staff who are assigned to teach a majority of their classes in any given semester in a department or program other than the one to which they are appointed may be observed by a member of the other department or program, if requested by the chairperson of the department to which the faculty member to be observed is appointed. Following such request, if the faculty member to be observed does the majority of his/her teaching in another academic department, the chairperson of that department shall select the observer from that department’s panel of observers. If the faculty member to be observed does the majority of his/her teaching in a program, the observer will be designated by the chairperson of the faculty member’s appointing department, in consultation with the director of the program. The observer must be a teaching member of the instructional staff.

All other provisions of 18.2 (b) apply, and all references therein to “the department” shall be understood to mean the department in which the faculty member to be observed is appointed.

ANNUAL EVALUATIONS INVOLVING OTHER DEPARTMENTS OR PROGRAMS:

AMEND Article 18.3 (a) to add the following paragraph:

Effective with the 2019-2020 academic year, in evaluating members of the teaching instructional staff who, in a given academic year, teach the majority of their classes in a department or program other than the one to which they are appointed, their department chairperson or the members of the departmental P&B committee assigned by their chairperson to conduct the annual evaluations may consult with the director of the program or the chairperson of the other department in which the instructional staff members have taught the majority of their classes and may discuss the comments of the director of the program or the chairperson of the other department during the evaluation conference and reference the discussion in the evaluation memorandum.

OBLIGATION TO PAY:

The PSC’s obligation to pay \$9.76 million out of this settlement will be rolled forward and will become an obligation to be paid out of the settlement of the successor to this 2017-2023 agreement.

RECOGNITION:

The parties agree to amend Article 1.1 to add “Postdoctoral Fellow” to the list of titles for which the PSC is the exclusive collective negotiating representative, subject to reaching agreement on which contractual provisions will be applicable to this title. It is understood by the parties, however, that employees serving in the title Postdoctoral Fellow on the effective dates of across-the-board increases in paragraph III above shall receive those increases.

AMEND Article 1.1 as follows:

ADD “Associate Vice Chancellor” and “Executive Assistant to the Associate Vice Chancellor” to the list of excluded titles.

ADD footnote “j” to the Associate Vice Chancellor title. Footnote “j” shall provide as follows:

Not more than one excluded Executive Assistant per Associate Vice Chancellor and not more than four in total, provided that no incumbent Executive Assistant’s representation status shall be changed.

AMEND footnote “h” to provide as follows:

Not more than two members of the instructional staff in addition to the Dean of Executive Search and Evaluation. Effective January 1, 2020, not more than three members of the instructional staff in addition to the Dean of Executive Search and Evaluation, provided that no incumbent employee’s representation status shall be changed while he/she remains in his/her current position.

UNION DUES AND MEMBERSHIP:

REPLACE Article 4 effective June 28, 2018, as follows:

4.1 CHECK-OFF:

a) The University agrees to the principle of exclusive check-off of annual PSC dues on behalf of each represented employee who elects to join the union in amounts to be determined by the PSC in accordance with the forms and procedures approved by the appropriate offices of the City of New York or State of New York. Authorizations to withhold dues will be reported to the appropriate office of the University. The employer (or its designee) shall commence deduction of dues as soon as practicable, but in no case more than 30 days after receiving the report from PSC of a signed dues authorization card and shall ensure the prompt remission of dues to the PSC.

b) The right to membership dues shall remain in effect until: 1) the employee is no longer employed at CUNY in a position represented by the PSC; or 2) the PSC notifies the University that the employee has revoked his/her dues check-off authorization.

i. When an employee is re-employed at the same college within a period of one year in a title represented by the PSC, the employee shall continue to be covered by the same dues check-off authorization card and not be required to sign another authorization card. The University will issue appropriate administrative instructions to all colleges to insure compliance with this provision.

ii. When an employee in a PSC title is promoted or reclassified to another title represented by the PSC, the dues check-off shall continue uninterrupted. The University will issue appropriate administrative instructions to all colleges regarding this provision.

iii. When an employee in a PSC title returns from an approved leave of absence, with or without pay, or from a layoff, or is reappointed or temporarily appointed in the same or another title represented by the PSC, any dues check-off authorization in effect prior to the approved leave of absence or layoff shall be reactivated.

4.2 NEW MEMBER INFORMATION AND ORIENTATIONS:

a) Within thirty (30) days of an employee’s first being employed, re-employed, newly promoted or transferred to the PSC bargaining unit, the

University shall notify the PSC of the employee’s name, job title, employing college or unit, CUNY ID number, last 4 digits of the Social Security number, department, work location, work email address, home address, and work phone number, to the extent that one has been designated in CUNYfirst.

b) Where orientation kits are supplied to new employees, the PSC shall be permitted to have union literature included, provided such literature is acceptable to the University Office of Human Resources Management. Online orientation materials shall include an electronic link to the PSC website, and PSC membership cards provided to the colleges by the PSC shall be available in the college Human Resources offices.

c) Within sixty (60) days of an employee’s first being employed, re-employed, newly promoted or transferred to the PSC bargaining unit, the University shall allow a duly appointed representative of the PSC to meet with such employee for a reasonable amount of time during his or her work time, without charge to leave credits, provided that such meeting is scheduled in consultation with a designated representative of the college or constituent unit of the University to which the employee is appointed. This requirement may be satisfied for employees attending a formal employee orientation program by allowing PSC representative/s a reasonable amount of time during the program to provide membership information to employees.

INFORMATION AND DATA:

AMEND Article 5.2 as follows
5.2 The University shall make available to the PSC:

(a) Two copies of the proposed Annual University Budget immediately upon its receipt by the Board.

(b) The name, title, salary, CUNY ID number, college, department and tenure status of each member of the negotiation unit, and whether an employee is in a substitute title. Such data shall be made available in electronically sortable format once during each Fall and Spring semester, by October 15 and March 15.

The parties will enter into a side letter eliminating the University’s reporting obligation under paragraph 16. of the Substitute Settlement Agreement.

APPOINTMENT AND REAPPOINTMENT, ARTICLE 9.10 APPEALS:

AMEND Article 9.10 to provide that the pilot program referenced in the Article will extend through the end of the 2023-2024 academic year.

SELECT FACULTY COMMITTEE:

AMEND the first paragraph in section 20.5 (c) 1. to add a sentence at the end of the paragraph as follows:

Members of the Select Faculty Committee shall receive a \$600 stipend for their service. The University shall pay \$300 and the PSC shall pay \$300 to each Select Faculty Committee member following receipt of the committee’s decision.

NOTIFICATION OF APPOINTMENT FOR TEACHING ADJUNCTS:

AMEND the first paragraph of Article 10.1 (a) 3. as follows:

Persons in adjunct titles hired on a semester basis shall receive such notice on or before December 1 in the Fall semester or May 15 in the Spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum, which shall be communicated to the employee as soon as they are known to the appropriate college authorities.

SPECIAL LEAVES FOR CHILDCARE:

The parties agree to update Article 16.8 and will meet following the implementation of New York State Paid Family Leave for that purpose.

SCHEDULING OPTIONS FOR PAID PARENTAL LEAVE:

REPLACE Paragraph 4 of the Letter Agreement on Paid Parental Leave as follows:

4. Full-time classroom teaching members of the Instructional Staff (hereinafter “teaching faculty” or “faculty”)[1] may elect one of the options below in lieu of taking eight weeks of paid parental leave immediately following the birth or adoption of a child (or immediately following the expiration of approved use of temporary disability leave for the birth mother), as set forth in paragraph 3 above. The election shall be made at the time he/she files his/her notice of intent to take paid parental leave.

- a. In the event there are five or fewer weeks remaining in the semester at the time the faculty member becomes eligible to take paid parental leave (*i.e.*, upon the birth or adoption of the child or upon the expiration of the approved temporary disability leave for the birth mother), he/she may elect to take paid parental leave for the remainder of that semester and to receive a 3-contact-hour release in the next semester; if the faculty member does not so elect, she/he will be entitled to take the remaining weeks of paid parental leave (*i.e.*, up to the full eight weeks) in the next semester.
- b. A faculty member who becomes eligible for paid parental leave during the period of annual leave as set forth in section 14.1 of the PSC/CUNY collective bargaining agreement may elect either i) to take eight weeks of paid parental leave commencing effective with the first day of the Fall semester following the period of annual leave (or at the expiration of the approved period of temporary disability leave for a birth mother, to the extent that such period extends into the Fall semester), or ii) to receive a 6-contact-hour release to be taken in the Fall semester following the period of annual leave or in the following Spring semester, or to receive a 3-contact-hour release in each of those semesters.

- c. It is the intention of the parties that a faculty member not be on leave for two semesters; faculty, accordingly, are encouraged to utilize the course release option in subparagraph b) above, as appropriate.

DISCIPLINARY ACTIONS, ARTICLE 21:

AMEND the first paragraph of Article 21 as follows:

The provisions set forth in Appendix H supersede the provisions in Article 21 below during a pilot period starting with the 2016-2017 academic year and extending through the end of the 2023-2024 academic year.

DISTINGUISHED PROFESSORS:

AMEND Article 23.1 such that effective with the 2019-2020 academic year, the number of positions shall not exceed 300.

ELIGIBILITY FOR FELLOWSHIP AWARD (SABBATICAL):

AMEND Article 25.3 (a) as follows:

Eligibility: It is the intention of the parties that the funds for fellowship awards be limited to instructional staff members of the permanent instructional staff. Tenured members of the permanent instructional staff (including, for these purposes, instructional staff who have been approved for tenure effective the following September 1), and those holding the

title Lecturer with a certificate of continuous employment, who have completed six years of continuous paid full-time service with the University exclusive of non-sabbatical or fellowship leave shall be eligible for a fellowship award. Individuals in professorial titles who are on leave from the title Lecturer with a certificate of continuous employment shall be eligible for a fellowship award. Service shall include service in a school or college maintained in whole or part with City funds immediately preceding service in a college or institution under the jurisdiction of the Board of Trustees, provided that credit for such prior service shall not exceed three (3) years. Fellowship leaves awarded for the Fall semester or for the full academic year shall begin on the day full-time teaching faculty are scheduled to return from annual leave under Section 14.1.

CLINICAL PROFESSOR - MEDICAL SERIES:

The parties will establish a labor/management committee to discuss the existing limitations on service in the Clinical Professor - Medical series title under Section 11.7.

SALARIES ABOVE BASE:

AMEND the Pilot Program under Second Addendum to Settlement Agreement to provide that the pilot program will extend through the end of the 2023-24 academic year.

ADD the following titles as eligible for a salary above base:

- Distinguished Lecturer
- Clinical Professor

NON-TEACHING ADJUNCT RATES AND ASSIGNED OVERTIME RATES:

AMEND Article 24.2 (b) to delete the following sentence:

Salary schedules for Non-teaching Adjunct I - V have been added to Article 24, which contains rates applicable to employees who are remunerated at a rate of 60% of the adjunct or hourly rate.

AMEND the following sentences in Article 24.7 (“Assigned Overtime Rates”) effective 8/25/2022, as follows:

a. Counseling
All other non-classroom staff engaged in counseling assignments shall be remunerated at the appropriate non-teaching adjunct or hourly rate.

b. Professional Library Staff
Associate Professors, Assistant Professors and Instructors shall be remunerated in accordance with the appropriate non-teaching adjunct/hourly schedule and in accordance with the stated guidelines.

c. Professional Registrar Staff
Associate Registrars and Assistant Registrars shall be remunerated in accordance with the appropriate non-teaching adjunct/hourly schedule and in accordance with the stated guidelines.

d. Professional Business Management Staff
An employee who was converted from an Assistant Business Manager or Assistant to Business Manager title effective January 1, 1988, to a HEO series title and remains in the converted HEO series title performing the same duties performed in the former Business Manager series title shall be remunerated in accordance with the appropriate non-teaching adjunct/hourly schedule and in accordance with the stated guidelines.

CONTINUING EDUCATION:

Salary increases in the Supplemental Agreement will conform to the terms of this MOA. The parties agree to meet prior to January 1, 2020, to discuss CETs in the Math Start program who are appointed as full-time CUNY

Start Instructors and their placement on the CUNY Start Instructor salary schedule.

The parties also agree to meet and discuss implementation of an hourly pay rate schedule that incorporates existing service increments for CETs teaching in the Math Start program.

CLIP AND CUNY START INSTRUCTORS:
AMEND Appendix D to provide that CLIP and CUNY Start Instructors hired on an annual basis shall receive written notice of reappointment or non-reappointment on or before July 1.

The parties agree to meet prior to March 1, 2020, to discuss language to be included in Appendix D concerning the location of, content of, and employees' access to their personal personnel files.

The parties also agree to meet and discuss eligibility for Travia Leave and retiree health insurance benefits for CLIP and CUNY Start Instructors in the optional retirement program.

HUNTER CAMPUS SCHOOLS TEACHERS:
Effective January 1, 2020, \$60,000 shall be available for enhancements to the terms and conditions of employment for employees serving in represented titles at the Hunter College Campus Schools. The parties will meet prior to January 1, 2020, to discuss implementation.

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. EOC salaries 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 pro-

vision 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.

[1] It is understood and agreed that the provisions of this policy pertaining to teaching faculty also apply to faculty counselors hired prior to September 1, 1998.

ATTACHMENTS

Attachment 1 consists of two letters of agreement, the first, dated 6/28/18, between the NYC Commissioner of Labor Relations and the head of the Municipal Labor Committee (MLC – the coalition of unions representing NYC employees covered by the NYC Health Benefits Plan), spells out the agreement), spells out the agreement concerning health care savings for the period 7/1/19 through 6/30/21; the second letter dated 8/31/18, between the NYC Commissioner of labor Relations and the PSC President, specifies the amounts and dates of lump-sum payments to be made to the PSC-CUNY Welfare Fund, pursuant to the 6/28/18 letter agreement. These letter agreements are attached to the scanned version of the MOA available at https://www.psc-cuny.org/sites/default/files/2018_Letter_Agreements_with_NYC_on_Health_Savings.pdf.

In addition to contract, expanding benefits

By STEVE LONDON

In addition to the proposed MOA, the PSC-CUNY Welfare Fund has announced new benefit enhancements, the funding for which is already in place:

The enhancements will be effective January 1, 2020. The enhancements will double the frequency of the Welfare Fund's vision benefit, introduce new lower copayments for generic drugs, and offer major relief for members with conditions that entail exceptionally high prescription drug costs.

Fund Trustees carefully considered the financial position of the Fund and the expressed needs of our members before making the decision to enhance benefits. Given the increased funding from contracts negotiated by city municipal unions with New York City and by the PSC with CUNY, and the continued focus of the fund on administrative efficiencies, the trustees determined that the fund was well positioned financially and able to enhance benefits.

Barbara Bowen, chair of the PSC-CUNY Welfare Fund, spoke for the trustees when she said, "Thanks to PSC contracts and smart decisions by the Welfare Fund administrators, the Welfare Fund is in a strong financial position and can project continuing financial strength. As trustees, we were able to enhance benefits last year, and we are now in a position to enhance benefits again to cover needs of members that are currently unmet."

What follows are brief overviews of the benefit additions and improvements. Complete descriptions will follow this letter and will be available on the Welfare Fund website, pscunywf.org.

VISION BENEFIT

Beginning January 1, 2020, the frequency of the Davis Vision in-network benefit will be doubled. All plan participants and their eligible dependents will be entitled to a pair

Welfare Fund additions

of glasses (lenses and frames, or contact lenses, and an optometric examination) once per year (12 months). This annual benefit is available through the Davis Vision vendor network contracted by the fund, which includes all licensed optometrists that participate with Davis Vision. Service through the Davis network requires no out-of-pocket costs for a broad selection of Davis-branded frames, lenses and contact lenses, and includes coverage for progressive lenses, transition lenses and other enhancements. Eyeglasses and eye exams purchased outside of the Davis Vision in-network plan are not eligible for this enhancement.

REDUCED GENERIC COPAYS

Beginning January 1, 2020, members in active employment and retirees under 65 enrolled in the PSC-CUNY Welfare Fund Prescription Plan will have no copayment when filling a prescription for a generic drug included in the Welfare Fund-CVS \$0 generic copay formulary and when the prescription is filled at a CVS pharmacy or through the CVS mail program. A list of the \$0-copay generic medications will be posted on the Welfare Fund website. Generic drugs purchased outside of a CVS pharmacy are not included in the program.

While the new \$0 generic copay formulary list includes many of the drugs most often prescribed to our members, some generic drugs are not on the formulary list. For generic drugs covered by the fund but not on the list, costs will also be reduced. Members will be able to take advantage of the new 10% generic copay program, described below.

The copayment for generic drugs not included in the \$0 generic copay formulary but covered under the PSC-CUNY Welfare Fund Pre-

scription Plan formulary will be reduced from 20% to 10% when the prescription is filled at a CVS pharmacy or CVS mail-order facility. If the fund's coverage for a member's prescription drugs reaches \$10,000 in a 12-month period beginning on January 1 of each calendar year, the member's copay will revert to the plan's usual tiered copay structure. At that point the member will be eligible to apply for copay reimbursement under the new High-Cost Rx Program, described below.

The fund is aware that not all members have a CVS drugstore as conveniently located as some other retail pharmacies, but members will now have a choice of continuing to use a non-CVS pharmacy or realizing new savings by filling prescriptions at CVS or through the CVS mail-order facility.

HIGH-COST RX PLAN

Beginning January 1, 2020, the fund's prescription drug benefit will include up to an additional \$25,000 in reimbursement for out-of-pocket prescription costs when certain conditions are met.

Some of our members purchase prescription drugs for medical conditions that are very costly and not completely covered by our prescription drug plan. For example, the cost of medications that treat HIV, MS, hepatitis C, and other diseases expose members to possible high out-of-pocket costs.

Because drug companies' pricing and marketing structure is complicated, our plan to cover members who face high out-of-pocket costs is forced to be complicated as well. Over the last several years, the fund has explored various ways to provide some relief to our members for copayments of high-cost drugs. We believe the new High-Cost Rx

Plan is the best way to provide our members with help for coverage of high-cost prescription drug copayments.

DRUG EXPENSE ASSISTANCE

The High-Cost Rx Plan will take effect on January 1, 2020, and is designed to assist members in active employment and retirees under 65 who are enrolled in the PSC-CUNY Welfare Fund Prescription Plan and who are experiencing signifi-

cant out-of-pocket costs are expended. The plan will be administered by Administrative Services Only (ASO), a third-party company hired by the Welfare Fund. Members will submit their claims to be reimbursed directly to ASO, and reimbursement claims may only be submitted on a quarterly basis.

Eligible claims submissions to ASO *must* include copies of pharmacy cashier's receipts, prescription package receipts (including complete drug information, date of service and amount paid), and use of any copay-reduction coupons. The claim form and examples of acceptable receipts will be available on the Welfare Fund website. If the member participates in a catastrophic medical insurance plan that covers prescription drug costs, the Welfare Fund will pay only after claims have been submitted to the other catastrophic insurance carrier.

MORE DETAILS

Not all out-of-pocket drug costs will be eligible, such as costs for drugs

purchased through any plans other than the PSC-CUNY Welfare Fund Prescription Plan, drugs excluded from the Welfare Fund formulary or plan, and any dispensing penalty costs. Complete plan details will be available on the fund website, pscunywf.org.

Detailed plan descriptions of these enhanced benefits will follow this notification and will be available on the PSC-CUNY Welfare Fund website, pscunywf.org. The website is always the first, best place to learn about your benefits and how to take advantage of them. You can also call the fund staff at 212-354-5230, or email communications@pscunywf.org.

Steve London is the executive officer of the PSC-CUNY Welfare Fund.





15-MINUTE ACTIVIST

Time to vote

Voting on the proposed PSC-CUNY contract is one of the most basic and important things members can do. Casting your vote is quick and easy – see page 3 for more information about how to vote by phone or on the internet.

This special issue is about being

informed. It contains summaries of sections of the contract (pages 2 and 3) and the entire proposed agreement (pages 5, 8-11). Take some time to read the debates and talk to your colleagues about the equity raises and other gains in the contract.

Professional Staff Congress/CUNY
61 Broadway, 15th Floor
New York, New York 10006
Return Service Requested

NonProfit Org.
U.S. Postage
PAID
New York, N.Y.
Permit No. 8049

12

CONTRACT

Clarion | November 2019

Delegates send MOA to membership

By ARI PAUL

After a lively debate and discussion of the tentative contract during a Special Delegate Assembly on November 7 at the Times Square Sheraton Hotel, delegates voted resoundingly to send the proposed memorandum of agreement to the full membership for ratification.

The proposal is a complicated one, and chapters have been holding meetings to discuss the proposed deal with members. At the Special DA, delegates heatedly discussed the major changes to adjunct pay, which will result in a substantial boost in salary for part-time instructors over the life of the contract.

GIANT STEPS

Robert Farrell, the Lehman College PSC chapter chair, told *Clarion*, “Every contract is a step towards an ideal, and I think this contract makes some giant steps on a number of issues, particularly adjunct salary...The fact that we are seeing between 20 to 70% raises in that category of worker is historic.”

Susan Kang, a delegate from John Jay College, said, “As a full-time, tenured faculty member I’m happy to see that the largest gains went to our lowest-paid teaching staff. I’ve run a master’s program and a lot of our teaching is done by adjuncts. It’s nice to be able to offer something better for adjuncts who contribute so much to our students.”

The bargaining team, who sat facing the delegates to hear their questions and comments about the contract, also heard from several delegates who objected to the terms of the contract and urged the body not to send the proposal to the members. While a handful of member observers attempted to disrupt the meeting with heckling, many of the dissenters voiced their opposition with messages of solidarity and with concern that the gains for adjuncts did not come close enough to the demands the members had put forward two years ago.

A lively debate about the proposed contract

Debating and examining the pay increases



Members asked questions about the tentative agreement during a Special Delegate Assembly in November.

Retiree delegate Glenn Kissack said, “There are times when a [labor] regime is so odious that it compels us to stand and say ‘no’ to what it produces. Because \$5,500 a course still doesn’t pay all the bills; because the labor of adjuncts, non-teaching

adjuncts and CLTs deserves better; and because students shouldn’t have to suffer in a city with a record number of billionaires.”

Some delegates were concerned about the elimination of salary steps for some

instructors. Others asked whether the paid office hour for adjuncts was an increase in the adjunct workload. Others protested that the raise would still not be enough for educators in New York City. Some urged a “no” vote at the DA in order to send a message to CUNY: what was offered to workers wasn’t good enough.

Other delegates, however, spoke about their pride in a contract that prioritized addressing inequality, even as they acknowledged that much remains to be accomplished. Bargaining team members answered questions about the annual 2% increases, and addressed several questions on the replacement of salary steps for teaching adjuncts with new single rates. The new single rate, they explained, was negotiated in the context of raises for adjunct faculty averaging 45%. Because adjuncts move up in steps only once every three years, thousands of adjuncts remain on the lowest step. The contract prioritizes lifting the floor, they said.

EQUITY GAINS

John Gallagher, an HEO delegate from Borough of Manhattan Community College, pointed out that some of the lower-paid full-time

titles were getting a boost beyond the pattern in the MOA. “Getting out-of-pattern increases in pay on the steps for my assistant to HEO, CLT and lecturer colleagues is a real accomplishment,” he said. “Two percent isn’t enough when you are on the lower lines, so this is a really big deal.”

The vote at the DA was cast by a simple show of cards, as delegates voted against a roll-call vote. Nearly 200 members voted in the affirmative and 20 voted no.

Many delegates agreed that the biggest priority was to put the contract before the membership. Delegates said they hoped the pathbreaking settlement for more pay for adjuncts in an age of intense austerity would allow the union to build solidarity and power to push for more funding for CUNY and to build upon these gains in upcoming contract talks.

As Peter Dudek, an adjunct associate professor and Hunter College delegate, said, “I do believe [the MOA] positions us for a stronger next round of bargaining.”

BREAKING THE PATTERN

While many members appreciated the concerns brought up by delegates who voted no, the consensus at the DA was that the members will see a significant movement of money to titles who need the boost the most.

“The MOA drives money to some of the lowest-paid ranks in our bargaining unit, with significant lifts, in creative ways that provide a structure from which we can expand in the future,” said Meg Feeley, an adjunct lecturer at Kingsborough Community College, who also served on the bargaining team. “We will continue to push funding to CUNY in ways that benefit students directly. We came together, across titles, as a union to accomplish this, and I believe the solidarity that is manifested in this contract is the basis for the political power to accomplish more.”

PSC President Barbara Bowen thanked the bargaining team and delegates for their hard work. After the vote, she said, in a statement to the entire bargaining unit, “If the agreement is ratified, our raises, back pay and other provisions will go into effect following final approval by the CUNY Board. Salaries will go up, equity increases will be added for thousands of lower-paid full-time employees, and 12,000 adjunct faculty will see a major boost in pay.”

Bowen added, “This was a hard-fought contract, and thousands of PSC members joined the campaign. The gains in the agreement would not have been possible without your support. The proposed contract does not achieve everything we demanded or deserve, and it doesn’t solve the problem of austerity. But it offers new hope at CUNY and it gives us a platform on which to build even greater power.”

Shomial Ahmad provided reporting.