



Erik McGregor

RATIFICATION VOTE BEGINS

TENTATIVE CONTRACT REACHED

After six years without a contract the PSC concluded negotiations with CUNY, arriving at an agreement that includes a 10.4 percent increase in salaries, including back pay. The final phase of negotiations closed with a round-the-clock bargaining session that also broke ground for on creating a more reasonable teaching

load. "I am inspired by the PSC membership," said PSC President Barbara Bowen. "We were able to negotiate a strong, imaginative contract in a period of enforced austerity for public workers because our members mobilized. The fight for our contract was a fight for investment in quality education at CUNY."

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SECOND THOUGHTS Speech and freedom

After proposing a restrictive "expressive conduct" policy, the CUNY board delays voting on a measure decried by free speech advocates.

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HELLUVA YEAR Militancy brings results

Over the course of the academic year, PSC members raised their voices in the streets and put their bodies on the line for the win.

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DECISION TIME Deal sent to membership

In spirited debate at the delegate assembly, elected representatives discussed merits of the tentative contract reached after months of negotiation.

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DETAILS Inside the agreement

From back pay to new gains for teaching faculty, adjuncts, HEOs and other constituencies, the contract proposal deserves a deep read.

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Board rethinks speech policy

By SHOMIAL AHMAD

After pressure from the PSC and students, the CUNY Board of Trustees decided to postpone voting on a controversial free speech policy that would have limited leaf-letting, tabling and posting of fliers to areas designated by college presidents. At a well-attended Bronx Borough hearing of the Board of Trustees at Hostos Community College, dozens of faculty and students testified in opposition to the proposed Policy on Freedom of Expression and Expressive Conduct, calling it “Orwellian,” “paranoid,” and “hysterical,” according to a report by *Politico New York* reporter Conor Skelding. Some took issue with the fact the policy would limit media access to classrooms, libraries and laboratories — especially as it appeared on the Board’s agenda just weeks after *The New York Times* published an investigative report on deteriorating conditions

Vote delayed after protest



Mojúbàolú Olúfúnké Okome, professor of political science at Brooklyn College, speaks in opposition to the proposed policy at the Board of Trustees' June 20 Bronx borough hearing.

at CUNY colleges that included a photo of a library in disrepair at Lehman College, and another of a CUNY classroom.

A CUNY working group, chaired by Frederick P. Schaffer, general counsel and senior vice chancellor for legal affairs at CUNY, drafted the policy over the course of the year, according to a statement he posted on the CUNY website. The Board held its borough hearing on Monday, June 20, and was scheduled to vote on the proposed policy a week later on June 27. Days before the scheduled vote, a note added to the meeting agenda stated that the policy will be considered “at a later time.”

CALL FOR BARGAINING

In 2013, the PSC passed a resolution opposing a similar proposed policy. At the recent borough hearing, PSC President Barbara Bowen urged the Board to bargain over this policy since it refers to contractual procedures on discipline, as-

serting that the draft policy, in its current form, should be withdrawn.

‘ESPECIALLY DANGEROUS’

“Such a policy seems especially dangerous in a university whose students are already often silenced and marginalized by poverty and racism,” Bowen added. Others who spoke out at the meeting took issue with the fact that discussion about the policy was scheduled for a vote after the Spring semester had ended, when many faculty and students are away from campus for the summer.

It was after hearing testimony from faculty, staff, students and alumni that the board backed down — for now. Recently appointed Board Chair Bill Thompson and CUNY Chancellor James Milliken, according to a note posted on the Board of Trustees calendar, decided that in response to concerns raised at the hearing, further consultation and discussion needs to occur over the proposed policy.

Seven trustees appointed

By SHOMIAL AHMAD

The former city comptroller, the current state budget director, a former Bronx borough president and a regional director of public affairs at The Coca-Cola Company were among the seven people confirmed by the State Senate this June to join the CUNY Board of Trustees. Governor Andrew Cuomo nominated six of the board members, Mayor Bill de Blasio selected one.

The 17-member board wields decision-making power on major university matters, including approving the CUNY budget, tuition hikes and union contracts. Newly appointed board members attended their first meeting on June 27, where the board approved CUNY’s collective bargaining contracts with American Federation of State, County and Municipal Employees District Council 37, the International Brotherhood of Teamsters, Local 237, and the Professional Staff Congress/CUNY. Former New York City Comptroller and mayoral candidate William C. Thompson now chairs the Board of Trustees, replacing Benno Schmidt, who held the post for more than a decade. Schmidt was a key champion of the Pathways curriculum, which faced near-unanimous opposition from CUNY faculty. Of the current board, more than half of the trustees assumed their positions in the past year. In addition to Thompson, the most recent appointees include Fernando Ferrer, former Bronx Borough President and New York City Council member (see the April 2016 Clarion); Mayra Linares-Garcia, director of public affairs and

New era for CUNY BOT

communications for New York and Puerto Rico at The Coca-Cola Company; Robert F. Mujica Jr., the current budget director for the New York State Division of the Budget; Ken Sunshine, a head of Sunshine Sachs Consultants, a public relations firm and longtime friend of Cuomo; Sandra Wilkin, founder of the women-owned construction firm

Bradford Construction Corporation, and Lorraine Cortés-Vázquez, senior vice president of corporate relations and government affairs at Emblem Health and former secretary of state of New York.

Several of the new trustees are CUNY alumni, including Mujica (Brooklyn College), Wilkin (Kingsborough Community College, Hunter College), Cortés-Vázquez (Hunter College) and Ferrer (Ba-

ruch College). Outgoing board members include Benno Schmidt, Peter Pantaleo, Valerie Beal, Hugo Morales, Freida Foster, Philip Berry and Carol Robles-Román. Of the 17 board members, 10 are appointed by the governor, and five are appointed by the mayor. The chairperson of the University Student Senate sits on the board along with the chair of the University Faculty Senate, who is a non-voting member. Five of the board members will complete the terms of the board members they replaced. Trustees are normally appointed to seven-year terms, as specified by state law, with service limited to two terms, but many trustees have served beyond the expiration of their terms.



(second from right) Bill Thompson, who was recently confirmed as chair of the CUNY Board of Trustees, attends a June 20 Board of Trustees Hearing at Hostos Community College. (also in photo, from left) Hostos Community College President David Gómez, CUNY Chancellor James B. Milliken, Bronx Borough President Ruben Diaz Jr. and (far right) Wellington Z. Chen.

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Notice of nominations and elections – Fall 2016

Research foundation field units

Chapter Officers, Delegates and Alternates to the PSC Delegate Assembly and PSC-CUNY Welfare Fund Advisory Council

Term of Office: Until the Spring 2019 Chapter Elections

ELECTION SCHEDULE

1. Deadline for filling Declarations of Candidacy will be September 12, 2016
2. Pre-printed Nominating petitions will be available upon request from the PSC office on September 15, 2016.
3. Fully completed nominating petitions must be received at the PSC office, 61 Broadway – Ste. 1500, New York, N.Y. 10006, by 5:00 pm, October 17, 2016.
4. Ballots will be mailed to members’ home addresses on October 31, 2016.
5. Ballots must be received at the PSC office by 5:00 pm on November 21, 2016.
6. Ballots will be counted at 10:00 am on November 22, 2016.

OFFICERS TO BE ELECTED

In each of the Chapters listed below, voters will elect the Chapter Chairperson, Vice Chairperson, Secretary, four Officers-at-Large, Delegates to the Delegate Assembly (in addition to the Chapter Chairperson, who shall automatically be the initial delegate to the Delegate Assembly) and Alternates to the Delegate Assembly according to the following listing:

Chapter	RF Field Units
Members	176
Delegates	Chair +1
Alternates	2
Petition Signatures Required	25

The complete rules may be obtained from Barbara Gabriel at the PSC office, or viewed on the PSC website.

PSC-CUNY WELFARE FUND ADVISORY COUNCIL

At the RF Field Units, voters will elect the designated number of members of the PSC-CUNY Welfare Fund Advisory Council, in accordance with the above schedule and rules and the by-laws of the PSC/CUNY Welfare Fund:

College	RF Field Units
Council Members	1

PSC reaches contract deal

10.4 percent increase, adjunct security

Six years after its last contract with CUNY expired, the PSC bargaining team emerged from a round-the-clock bargaining session on June 16 with a new agreement in hand, just days after CUNY reached an agreement with District 37 of the American Federation of State, County and Municipal Employees.

The tentative agreement would provide 10.4 percent raises – including back pay – spread across seven years. And, for the first time, members who work as adjuncts will have the opportunity for multiyear appointments once they meet certain eligibility criteria.

Other gains include a clear path to achieving workload reduction in the near future for full-time faculty, and greater opportunities for advancement among higher education officers (HEOs).

STRUCTURAL CHANGE

Teachers in the CLIP and CUNY Start programs will be moved onto annualized salary lines – another first – and library faculty will see an increase in annual leave that is more commensurate with the leave policy afforded other full-time faculty.

The agreement was put before the union's general membership for a ratification vote as this issue of *Clarion* went to press. The vote will conclude on August 3. (See the article on voting methods on this page.)

The agreement contains gains for each of the 27,000 CUNY faculty and employees represented by the PSC.

In a written statement – after extending thanks to Governor Andrew Cuomo, who approved the \$240 million the PSC insisted was necessary for retroactive raises, and to



At a June 23 meeting, members of the PSC Delegate Assembly vote to send tentative contract agreement to members for ratification vote.

Mayor Bill de Blasio – CUNY Chancellor James B. Milliken thanked Bowen and the PSC bargaining team “for the countless hours they dedicated to reaching this successful resolution.”

He continued: “This agreement provides not only a much-needed increase in pay for our many faculty and staff, but it also includes additional provisions important to CUNY’s competitiveness for talent

at all levels.”

“I am inspired by the PSC membership,” Bowen said in her statement. “We were able to negotiate a strong, imaginative contract in a period of enforced austerity for public workers because our members mobilized. The fight for our contract was a fight for investment in quality education at CUNY. On behalf of the union bargaining team, I commend our negotiating partners at CUNY, and I thank the many lawmakers in Albany and New York City – as well as the students and community groups – who offered essential support.”

IMAGINATIVE CONTRACT

First among the sticking points during negotiations was the multi-year appointment for adjuncts. First Vice President Mike Fabricant described management as putting up fierce resistance to the idea because it represents a structural change – one that strikes a blow against the trend of staffing the university with growing numbers of contingent employees.

SIGNIFICANT ADVANCE

“Is it ideal, is it pure? Absolutely not,” Fabricant said of the adjunct appointment agreement to members at a PSC Delegate Assembly on June 23. “Does it represent a significant advance on job security? Without a doubt.”

The road to the current tentative agreement proved treacherous, full of hairpin turns and sudden stops. After the PSC began escalating its actions, beginning with an October 1 protest outside the apartment building where Milliken lives, negotiations grew more intense, with CUNY making its first economic offer on November 4, the day the union staged a disruptive action at the entrance to the building

that houses CUNY headquarters, at which 52 PSC members were arrested. The offer, however, was for a mere 6 percent increase, which Bowen deemed “insulting.”

In his January budget message, Cuomo proposed reducing state funding to senior colleges by \$485 million and leave the city to fill in the gap – at the same time he proposed providing \$240 million to CUNY for the settlement of union contracts. The \$240 million for back pay and salary was later cast into doubt, but the Legislature ultimately prevailed and funding for CUNY senior colleges was included in the state budget – only at last year’s level. To achieve contract settlements, CUNY worked with the city and the state, with clear support from the State Assembly, to identify funds for back pay to 2012.

MOBILIZATION

Meanwhile, the union engaged with community and religious organizations, whose leaders and members joined in actions calling on the governor, the state legislature and city lawmakers to fund CUNY adequately – both for maintaining facilities and programs, and for decent pay for university faculty and employees.

By March 24, with no agreement at hand, the union staged yet another disruptive action, this one outside the governor’s New York City offices, where 41 members lay on the sidewalk amid chants by around a thousand members, students and allies who cried, “Don’t let CUNY die!”

In May, the union conducted a strike authorization vote in which 92 percent of the 10,000 members who voted cast a ballot to authorize the union’s Executive Council to call a strike – despite the repercus-

Major features of the settlement

- Salary increases of 10.41 percent for all titles by April 2017
- Fully retroactive raises, effective from April 2012
- Increased funding to Welfare Fund, allowing for improved dental benefit
- Commitment to reduce the teaching load for full-time faculty by three hours before the end of next round of negotiations
- Three-year appointments for adjuncts with consistent teaching service in a single department
- Accrued sick days for adjuncts on multiyear appointments
- Changes in HEO reclassification guidelines
- Opportunity for HEOs on top salary step in all but highest title to apply for additional \$2,500 on base salary
- Elimination of one-year waiting period for graduate employees to qualify for adjunct health insurance
- Major gain in annual leave equity for full-time faculty librarians
- Annualized salaries, health insurance and accrued sick leave for CLIP and CUNY Start instructors
- Pilot programs to expedite grievance and discipline procedures
- Refusal to concede to management demand for unlimited annual appointments for non-tenure-track full-time faculty
- In a separate agreement: pilot program for limited new positions with higher overscale salaries and new full-time positions for current adjuncts

Three ways to cast your vote, must be received by August 3

The PSC Delegate Assembly voted overwhelmingly to send the tentative contract agreed to by the PSC and CUNY to rank-and-file members for a ratification vote, to begin on July 11. Members will have the option of voting yes or no on the deal laid out in the Memorandum of Agreement that appears on pages 8-11 of this issue of *Clarion*, and on the PSC website (tinyurl.com/MOA-2010-2017).

ONLINE & PHONE

Members may vote by mail, phone or through the American Arbitration Association website (www.adr.org). The deadline for internet and online voting is 11:45 pm EDT on Wednesday, August 3, 2016; mail-in ballots must be received by that date and time in order to be counted. The PSC recommends voting either by phone or through the AAA website. However, if you choose to vote by mail, the PSC recommends that you mail your ballot by July 18 in case of postal delays.

Copies of the complete memorandum and its attachments have been emailed to members. Mail-in ballots and instructions on how to cast ballots either electronically or by post were mailed to members’ homes.

ELIGIBILITY

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 March 7. Unlike in 2008, employees of the Educational Opportunity Centers are eligible to participate in the ratification vote. CUNY Research Foundation Central Office employees are covered under a separate collective bargaining agreement. Under the PSC Constitution, retirees do not vote on contract ratification. For questions about eligibility to vote, contact the PSC Office at 212-354-1252.

sions both the union and individual members could experience under the state’s Taylor Law, which forbids strikes by public employees. The June negotiations that yielded the tentative agreement took place with the threat of a strike looming for the fall semester.

“We got what we got because we picketed the chancellor’s house, because we got arrested – twice,” said bargaining team member Blanca Vázquez to the June Delegate Assembly, at which the delegates voted 111-11 to refer the agreement to the membership for ratification. “We got what we got because we mobilized all of those conversations and got the 92 percent. Every time we moved, they moved.”

Bargaining team takes stock

The tentative contract agreement reached after an around-the-clock bargaining session that concluded on June 16 contains significant improvements to the PSC's contract with CUNY, including multiyear appointments for long-serving adjuncts, a commitment to a reduction in teaching load for full-time faculty and gains for HEOs and library faculty. In addition, the union won retroactive raises dating back to 2012, for a total 10.4 percent increase. Here, members of the bargaining team reflect on the victories achieved in the deal and the work yet to be done. Other bargaining team members include Bob Cermele, Iris DeLutro, Arthurine DeSola, Anne Friedman, Steve London, Marcia Newfield, Costas Panayotakis and Barbara Bowen, the chief negotiator. Susan DiRaimo and Alex Vitale served as nonvoting members.

BACK PAY

Mike Fabricant
PSC First Vice President
Professor, Silberman School
of Social Work
Hunter College

One of the most contested demands of the contract campaign revolved around retroactive cash due to PSC members. Despite intense resistance in Albany, the issue gained significant political traction during the course of the PSC contract campaign. In the

Agreement includes significant wins



Mike Fabricant

winter of 2016, as the campaign escalated, Governor Andrew Cuomo acknowledged the legitimacy of the PSC claim when he linked a proposed \$485 million cut to CUNY with a \$240 million initiative to cover back pay. Because of the growing power of the contract campaign, the \$485 million cut disappeared even as the PSC figure of \$240 million owed to members received sustained support by the

legislature and was eventually approved by the governor.

Sharon Persinger
PSC Treasurer
Associate Professor, Department of
Mathematics
Bronx Community College

There are a lot of things to be proud of in this agreement, and retroactive pay has to be one of them, given the resistance we met from CUNY and New York State until the very end of negotiations. Under the tentative contract agreement, a full-time member of the bargaining unit who earned \$100,000 in 2012 will be due more than \$18,000 in retroactive pay by October 20, 2016. This estimate doesn't take into account the effect of step increases, which could increase the amount. CUNY's original financial offer would have resulted in less than \$5,500 in retroactive pay for this member at that time. As a result of organizing our members, our students and the community, and because of our meetings, rallies, lobbying and civil disobedience and media work, we will receive more than three times the amount of back pay that was in the original offer. I'm voting YES to ratify this contract and claim that win.



Sharon Persinger



(l to r) Michael Batson and Michael Spear

MULTIYEAR ADJUNCT APPOINTMENTS

Michael Batson
Adjunct Lecturer, Department of History
College of Staten Island

Back in 2010, the union began soliciting input from members for what they wanted in the new contract. Not surprisingly, adjuncts repeatedly demanded greater security and equity. The multiyear appointments in the proposed contract – like nearly all the demands – are the result of intense negotiations at the bargaining table between two sides with very different visions for CUNY: one side

looking for greater contingency, and the other looking to curtail it. But make no mistake, the multiyear appointments represent a structural change for adjuncts.

A large number of long-serving adjuncts will immediately be granted appointments that will relieve them of semester-by-semester anxiety, and going forward, greater numbers will qualify. Most importantly, this step away from contingency gives us a strong base on which to build when we begin bargaining for subsequent contracts. In addition, the demand for equity was partially met with the negotiation for adjunct health care. Clearly, there is much work left to do, but this round represents significant progress for adjuncts at CUNY.

Blanca Vázquez
Adjunct Assistant Professor, Film and
Media Department
Hunter College

The three-year adjunct contract is an important structural change. It acknowledges that adjuncts are a core part of CUNY's teaching faculty and not provisional workers serving at management's pleasure.

It guarantees those on multiyear appointments six credits per semester (or compensation if six credits are not available) and allows us to accumulate sick leave over the three-year period. It will have a major impact in our departments, allowing for better long-term planning, coordination and integration of full- and part-time faculty. It is up to all of us to make sure it's implemented well as we build on this achievement in the next contract fight.

TEACHING LOAD

Lorraine Cohen
Professor, Social Science Department
LaGuardia Community College

One of the most important breakthroughs in this contract is the statement on teaching load. For the first time since I have been a faculty member at CUNY, management has finally acknowledged that the teaching load is too high and not commensurate with the teaching loads of other public universities. For many years the faculty – and especially the community college faculty – have been collecting data supporting this claim. The language in the statement is strong and specific. It puts a date on the calendar for the formation of a labor-management committee, and ends with a statement committing CUNY to implementation of the plan to reduce workload by three hours for all teaching faculty. For many faculty in both community and senior colleges, reducing workload is one of the most important gains for which we have fought. With the support of our members we will make this promise a reality.

GAINS FOR HEOs

Andrea Vázquez
Chair, PSC Higher Education Officers
Chapter
Associate Director, American Social
History Project
Managing Director, New Media Lab
The Graduate Center

For those of us who work as higher education officers (HEOs), one of the most disappointing and infuriating moments is when we discover that we are in a "non-promotional" series. Some are permitted to apply for reclassification to a higher title, but that works for only a relatively small number whose job duties have significantly changed. In this contract we have expanded the crite-



Lorraine Cohen



(center) Felipe Pimentel

ria for reclassification in two ways, allowing more HEOs to be eligible for reclassification. Until now, any change in the volume of work we are assigned could not be considered



Andrea Vásquez

when applying for reclassification to a higher title. Now it can, in recognition that the amount of work we do can transform the jobs we do.

Also, until now, many HEO Associates were ineligible for reclassification if a full HEO already worked in the same office or department. That will no longer be the case. In addition to the changes in the reclassification system, we also won a provision for a discretionary addition of \$2,500 on base salary for HEOs in all but the highest title once they are on the top salary step for a year. I look forward to working with HEOs to implement these changes so that we can fully own and benefit from them.

ONLINE TEACHING OBSERVATION

Felipe Pimentel
Assistant Professor, Behavioral Sciences Unit
Hostos Community College

In our negotiations with CUNY, we raised important questions related to online teaching. We put together a faculty-and-staff technology advisory group, which provided the PSC bargaining team with relevant information that we used in contract negotiations. While CUNY management refused to negotiate on many questions about online

teaching, they had to negotiate on the matter of “class observation” for online courses, since Article 18.1 (Professional Evaluation) requires these procedures. PSC and CUNY will create a joint committee to establish the manner in which class observations should be conducted in the online teaching environment.

This is the first step in what will be a long process of revising the contract to protect members’ rights in online teaching – a growing practice at CUNY. We still need a technology labor-management committee to address many questions that faculty and staff involved in online teaching encounter, as we cannot allow management to change teaching procedures at CUNY without a strong union voice in the process.

THE FIGHT FOR FAIRNESS

Michael Spear
Assistant Professor, Department of History, Philosophy, and Social Science
Kingsborough Community College

From the very beginning of the bargaining, we were confronted with a series of demands from CUNY that demonstrated management’s desire to move in a radically different direction from the one the bargaining team felt was best for our members and the university. For example, several of CUNY’s central demands, such as allowing an unlimited number of one-year appointments for distinguished lecturers and clinical professors – who



Blanca Vázquez

are not on tenure-track lines – were designed to increase job insecurity.

And while our goal was to raise the salaries of all faculty and staff, many of CUNY’s central demands focused on raising the salaries of a small number of faculty. The bargaining team successfully pushed back on most of CUNY’s demands and worked with CUNY on others that we felt made sense (such as a new medical separation procedure). On some of their demands we did make partial movement. Doing so put us in a better position to win some of our key demands (such as increased annual leave for librarians and multiyear appointments for adjuncts). So overall, I think the bargaining team effectively pushed back on the worst of CUNY’s demands while, at the same time, making some significant gains that will increase job security for many of our members, increase the amount of annual leave for others and create a commitment to implement a reduction in the teaching load for full-time faculty before the next contract is ratified.



Nivedita Majumdar

Nivedita Majumdar
PSC Secretary
Associate Professor, Department of English
John Jay College

I have been in many contract campaigns, but this was the first time I was part of a bargaining team. As our excellent team negotiated everything from conceptual differences to the tiniest minutiae of policies, it was always invigorating to remember that management’s preference would be to not do any of this. They would much rather be the sole decision-makers. It was exciting to be part of a process that itself represents a victory for labor. It was also instructive to experience firsthand what I had known theoretically: Every bit of our power on the negotiating table was derived from our battle on the streets and on campuses. I’m thrilled and grateful to have worked with our deeply committed team members, led by Barbara Bowen, who, through the long process of expertly negotiating contractual intricacies, never let us lose sight of the political stakes.

Contract deal cleared for vote

By ADELE M. STAN

At a spirited Delegate Assembly on June 23, delegates and other PSC members debated the tentative contract agreement reached with CUNY on June 16, ultimately deciding to recommend the deal to members for ratification. The vote to put the tentative agreement before the members was an overwhelming 111-11. PSC members have worked under an expired contract for the last six years, receiving no raises as the cost of living in New York City climbed.

President Barbara Bowen opened the assembly by describing some of the key gains made by the PSC bargaining team, starting with a 10.41 percent salary increase that includes back pay, as well as a \$1,000 signing bonus. Other wins include multiyear appointments for adjunct faculty, a commitment and timeline for workload reduction for full-time faculty, increased access to higher salary and title for HEOs, increased annual leave for library faculty and a salaried appointment for CLIP and CUNY Start teachers. (See details of the agreement on pages 8-11.)

Urging the DA to recommend the agreement for a ratification vote, Bowen called the deal “worthy of our struggle,” though she described the salary increase as only minimally acceptable, and said that the gains for adjuncts had been in health insurance and job security, not salary equity. “We are still in a period of artificial and enforced and unjustified economic austerity” she said.

ADJUNCT CONCERNS

A vociferous group of adjunct members urged delegates not to send the tentative agreement to the general membership, citing a continuing lack of salary equity between contingent faculty and full-time faculty. “I have to vote no on the contract because it still has not made enough structural change,” said Susan DiRaimo, PSC vice president for part-time personnel. “I’m for unity, but there will not be unity until adjuncts receive a fair wage.”

Marcia Newfield, former chair of the PSC’s chapter for part-time fac-

ulty and a member of the bargaining team, took issue with dissenters among the adjuncts. “The three-year appointment is cosmic, not just a little hangnail somewhere,” she said.

Several full-time faculty delegates also took issue with the agreement, including Sigmund Shen, chapter chair at LaGuardia Community College, who has been active in the union’s escalating actions during the contract campaign. “I am not angry at the union,” Shen said, “I am angry at Cuomo.” However, Shen continued, the strike authorization vote, which passed by an overwhelming 92 percent of voting members in May, should be taken as an indication that members are still willing to strike. “If we build toward a strike now, won’t we be in stronger position to organize against tuition hikes in the fall?” he asked.

A HARD-WON CONTRACT

Delegate Berkis Cruz-Eusebio of Hostos Community College wasn’t hearing it. “[If I vote] no for this contract after six years,” she asked, “how do I go back to members and tell them the only thing I can offer you is the possibility of a strike?”

Philippe Marius, a HEO at the College of Staten Island (CSI), asked delegates to vote for what he deemed a less-than-generous contract in terms of the raise in salary, which he said fell just a bit shy of the rate of inflation. “I can vote yes and [when this contract expires], lean out the window and yell, ‘We’re still mad as hell, and we ain’t gonna take it a second time.’”

A historical perspective on the campaign for the contract was brought by Jim Perlstein, who said he began teaching at CUNY in 1959. “This contract fight is the greatest triumph in the history of this union,” Perlstein said.

CSI Chapter Chair George Emilio Sanchez sought to strike a balance. “I am not going to contest any of the voices that have spoken up because I think everyone is in agreement with the criticisms. I want to speak to what got us here, and I want to affirm the fact that we, as a union, need to stick together,” he said. “We need to build on our solidarity; it’s the thing that got us to this point.”



Sigmund Shen, chapter chair at LaGuardia Community College, shares his concerns about the agreement at the June 23 meeting of the Delegate Assembly.

A year of action for contract



Erik McGregor



CIVIL DISOBEDIENCE – NOVEMBER 4, 2015

A Brooklyn College faculty member is led to a police van; all told, 52 union members were arrested for blocking the entrance of the CUNY Central Office on 42nd Street in Midtown Manhattan. The civil disobedience took place after a bargaining session where CUNY offered no retroactive raises for four of the years that union members have worked without a contract.



Dave Sanders

CUNY RISING RALLY – MARCH 10, 2016

Venus McGee, a student at LaGuardia Community College, addressed the crowd at the CUNY Rising rally, an unprecedented coalition effort by two dozen labor and community groups to press the state to fund CUNY and keep it true to its original mission of educating the children of “the whole people” of New York City.



Dave Sanders

CUNY WRITERS AGAINST AUSTERITY – MARCH 20, 2016

David Unger of City College was one of the 50 writers who read at the PSC literary event. In a marathon reading, writers read short excerpts about solidarity, family, teaching and the people of New York City.

Justice



Dave Sanders

MASS MEETING – NOVEMBER 19, 2015

Packed inside the Cooper Union's historic Great Hall, members listened to PSC leaders chart the way forward for winning a fair contract.



Dave Sanders

'DON'T LET CUNY DIE' – MARCH 24, 2016

George Emilio Sanchez of the College of Staten Island placed his body down on the line to fight against austerity at CUNY and massive budget cuts to the university system. Sanchez was among 41 people — including New York City Council members Inez Barron and I. Daneek Miller — arrested for taking part in a civil disobedience outside Governor Andrew Cuomo's Midtown Manhattan office.



Dave Sanders

WAKE-UP CALL – OCTOBER 1, 2015

In an early morning protest, nearly 1,000 labor activists packed East 68th Street in front of Chancellor James B. Milliken's Upper East Side luxury apartment in Manhattan, for which CUNY pays \$19,500 per month.



Marty Kerins

HIGHER EDUCATION LOBBY DAY – FEBRUARY 25, 2016

CUNY students and PSC members traveled to Albany to lobby state lawmakers for more funding for the state's public colleges. At stake was a \$485 million cut to the state's allocation for CUNY's senior colleges and possible tuition hikes at the state's public four-year colleges.



Dave Sanders

STRIKE AUTHORIZATION VOTE – MAY 2 - 11, 2016

PSC members at The Graduate Center cast their ballots for the union's strike authorization vote. With an overwhelming 92 percent yes vote from members who participated, PSC members authorized the union's Executive Council to call a strike or work stoppage if necessary.

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

Term: 10/20/10 – 11/30/17 85 months + 14 days
Wage Increases: 1.00% across-the-board effective 4/20/12
 1.00% across-the-board effective 4/20/13, compounded
 2.50% across-the-board effective 4/20/14, compounded
 2.00% across-the-board effective 4/20/15, compounded
 2.00% across-the-board effective 4/20/16, compounded
 1.50% across-the-board effective 4/20/17, compounded

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

Ratification Bonus: A lump-sum payment in the amount of \$1,000, prorated for other than full-time employees, will be provided for those employees on payroll as of September 1, 2016, who were also on payroll May 1, 2016. For purposes of computing the pro-rata payment for other than full-time employees, twenty-four (24) contact hours worked during the 2015-16 academic year shall be deemed full-time service. Notwithstanding the above, adjuncts who have taught nine (9) contact hours in both the Fall 2015 semester and the Spring 2016 semester shall be entitled to the full \$1,000 payment. A lump-sum payment in the amount of \$750 will be provided to Graduate Assistants A, B and C, who are on payroll as of September 1, 2016, and were also on payroll May 1, 2016, and a lump-sum payment in the amount of \$500 will be provided to Graduate Assistants D, who are on payroll as of September 1, 2016, and were also on payroll May 1, 2016.

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

Higher Education Officer Series:

Amend Section 22.5 of the collective bargaining agreement as follows: In recognition of the non-promotional status of the Higher Education Officer series titles, the parties agree that:

- Upon the recommendation of the appropriate supervisory personnel in recognition of excellence in performance or increased responsibilities, a member of the instructional staff in any of such titles may, upon approval of the Board, be granted an additional Movement within Schedule in the same title.
- Assistants to HEO, HEO Assistants or HEO Associates who have completed one (1) or more years of service at the top salary step in their respective salary schedules shall be eligible for a discretionary assignment differential of \$2,500, to be added to their annual base salary, based upon excellence in performance or increased responsibilities within the title. Eligible employees may be nominated by their supervisors or may nominate themselves to receive the differential. Initial review of nominations shall be performed by the Labor-Management Committee as constituted in Section 15.4(f). Positive recommendations from the Labor-Management Committee shall be forwarded to the College HEO Committee; positive recommendations from the College HEO Committee shall then be forwarded to the President or the President's designee for decision, subject to approval of the Board.

Amend Section 15.4(f) as follows: There will be a Labor-Management Committee on each campus composed of three (3) members designated by the President of the College and three members designated by the PSC. Responsibility for chairing the Committee will alternate annually between labor and management representatives. The Committee will hear concerns from individual employees in the Higher Education Officer series concerning workload. The Committee, as appropriate, may make nonbinding recommendations to the President. The Committee will also provide the initial review of requests for an assignment differential in accordance with Section 22.5.

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

Multiyear Appointments for Teaching Adjuncts: See Attachment 2.

Distinguished Lecturers and Clinical Professors:

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

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

Bereavement Leave:

- Add new Section 14.8 to provide as follows: All full-time instructional staff members shall be entitled to up to four (4) days of paid bereavement leave for a death in the immediate family (defined as spouse, domestic partner, parent, stepparent, father-in-law, mother-in-law, child, stepchild, sibling, grandparent or grandchild). Proof of bereavement shall be provided upon request made by the department chair, supervisor or the College Human Resources Department. Instructional staff members shall notify their department chair or supervisor of the need for the leave as soon as possible.
- Revise Section 14.9 (formerly 14.8) as follows: Effective August 25, 2006, adjunct classroom teachers, teachers on multiple position assignments employed for a course, non-teaching adjuncts including full-time instructional staff on non-teaching multiple position assignments and adjunct College Laboratory Technicians including full-time instructional staff in adjunct college laboratory multiple position assignments may be excused for personal illness or personal emergencies including religious observance, death in the immediate family or similar personal needs which

cannot be postponed for a period of 1/15 of the total number of clock hours in the particular session or semester. Request for such leave, where possible, must be made in advance, in writing. If it is not possible to make such a request in advance, the department chairperson or supervisor should be informed as soon as possible. The reason provided must be satisfactory to the chairperson or supervisor. Request in advance is not expected in cases of a death in the immediate family, as defined in Section 14.8, but employees covered by this section are expected to give advance notice to their department chair or supervisor of the need for the leave.

Distinguished Professorship:

- Modify Section 23.1 as follows: Distinguished Professors shall be nominated by a college in accordance with the procedures in the College Personnel and Budget Committee and Board Bylaws for appointments. The number of such positions shall not exceed 250.
- A side letter concerning appointments to the Distinguished Professor title is attached hereto as Attachment 3.

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

Effective with the start of the 2016-17 academic year, the University will establish two new full-time titles: CLIP Instructor and CUNY Start Instructor. Terms and conditions for the new titles will be in accordance with the principles set forth in Attachment 4.

Annual Evaluations:

Add a new sub-paragraph to Section 18.3 as follows: In the event an evaluation conference is scheduled as provided for in subsections (a) or (b) above, and the employee fails to attend without reasonable cause, the conference shall be rescheduled. The employee shall be notified in writing of the date of the rescheduled conference. If the employee again fails to attend the evaluation conference without reasonable cause, the department chair/designated official may prepare an evaluation in memorandum form for inclusion in the employee's personal file without holding a conference. A copy of the memorandum shall be sent to the employee within ten (10) working days from the scheduled date of the rescheduled conference by regular mail at his/her address on file and by email to his/her college email address.

Salaries Above Base (Appendix C):

- The permissible salary in excess of the base salary shall be increased to 180 percent of the last step of the applicable base salary schedule.
- The title Research Associate shall be added to the list of eligible titles.
- Under a five (5)-year pilot program from the 2016-17 academic year through the 2021-22 academic year, the Chancellor or his/her designee shall be entitled to recommend annually the appointment of up to ten (10) instructional staff employees in the titles referenced in Appendix C at a salary above base, not to exceed fifty (50) appointments University-wide at any one time. The Chancellor or his/her designee shall convene an ad hoc committee from the relevant department/unit situated within the college where the faculty member will be appointed to review the salary recommendation. The ad hoc committee's recommendation shall be forwarded to the University-wide Provost for review. These appointments shall not be subject to the limits on salary above base included in Appendix C of this Agreement.

PSC-CUNY Research Awards:

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

Educational Technology and Distance Learning: A labor-management committee will be established to develop contract language governing online classroom teaching observations.

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

Graduate Assistants:

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

Librarians:

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

Hunter College Campus Schools Assistant Teachers: The parties agree to add an additional \$5,000 on each step of the Assistant Teacher salary schedule effective the Fall semester of 2016.

Adjunct Professional Development Fund:

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

Tuition Waivers: A Labor-Management Committee will be established, as set forth in Attachment 6.

EOC Adjunct Health Insurance Coverage:

- Effective with the start of the Fall 2016 semester, qualified EOC adjuncts shall be eligible to enroll in the New York City Health Benefits Program on the same basis as other qualified adjuncts, as defined in paragraphs 2,

3 and 4 of the parties' July 30, 2014 Concluding Agreement on Adjunct Health Insurance.

- Qualified EOC adjuncts eligible to participate in the New York City Health Benefits Program will also be provided with supplemental health benefits through the PSC/CUNY Welfare Fund effective with the start of the Fall 2016 semester.

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

Section 9.10 Appeals: During the five (5)-year pilot period starting with the 2016-17 academic year, the following provision will supplement Section 9.10: The President shall be required to respond to an appeal from a full-time faculty member regarding a negative decision on reappointment or tenure within one hundred twenty (120) calendar days after the submission on appeal is complete, including the submission of any additional materials and the meeting with the President, if the college permits one, whichever comes later.

Excluded Personnel:

Amend Article 1 to provide that in addition to the excluded functions or titles already identified in Article 1, each College and the Central Office may exclude up to three (3) additional positions for employees newly appointed to those positions; no employee's representation status shall be changed while he/she remains in his/her current position.

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

Workload (Appendix A): A Labor-Management Committee will be established, as set forth in Attachment 8.

Business School Salaries: A Labor-Management Committee will be established, as set forth in Attachment 9.

Special Arbitration Provisions:

Amend Section 20.5(a) to read as follows: The parties shall mutually agree on a panel of arbitrators. An arbitrator from the panel shall be designated to serve in any case submitted to arbitration in accordance with this Section. The designation

of the arbitrator to be assigned in a particular case shall be made by the American Arbitration Association (AAA) or by such other method as agreed to by the parties to the collective bargaining agreement. Such designation shall be made in rotation order for cases submitted for arbitration in accordance with this Section. The arbitrator shall be authorized at any time during the course of the proceedings, on the basis of the proceedings to date, to issue preliminary or interim awards, including awards as to arbitrability, which shall determine the further course of the proceedings.

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

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

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

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

For The City University of New York
James B. Milliken
Chancellor

For the Professional Staff Congress/CUNY
Barbara Bowen
President

What follows are seven of a total of nine attachments to the final Memorandum of Agreement that appears above. Other attachments cover changes to Article 21 disciplinary procedures and a side letter on business school salaries. The attachments not shown here are included in the materials sent to members for consideration for ratification, and may be viewed along with the MOA and all of its attachments on the PSC website at tinyurl.com/MOA-2010-2017.

ATTACHMENT 1

Health Savings and Welfare Fund Contributions

July 16, 2016

The City of New York
Office of Labor Relations
40 Rector Street
New York, NY 10006-1705

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues related to Section 2 of the May 5, 2014 letter agreement for the period up to and including fiscal year 2018, effective July 1, 2014 (as seen below):

Up to an additional total amount of \$150 million will be available over the four-year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$60 million per year will be available from the Stabilization Fund for the

welfare funds, the allocation of which shall be determined by the parties.

The parties agree that the allocation of up to \$150 million over the four (4)-year period from the Stabilization Fund shall be distributed in the following manner:

- Effective July 1, 2014, there shall be an increase to the Employer's contribution to the Union-administered Welfare Funds by \$25 per annum.
- Effective July 1, 2015, there shall be an additional increase to the Employer's contribution to the Union-administered Welfare Funds by \$25 per annum, for a total of \$50 per annum.
- Effective July 1, 2016, there shall be an additional increase to the Employer's contribution to the Union-administered Welfare Funds by \$25 per annum, for a total of \$75 per annum.
- Effective July 1, 2017, there shall be an additional in-

crease to the Employer's contribution to the Union-administered Welfare Funds by \$25 per annum, for a total of \$100 per annum and for every year thereafter.

Every year thereafter, \$60 million from the Stabilization Fund will be allocated to the Welfare Funds, as determined by the parties.

These payments shall be made on behalf of each full-time per annum employee and retiree or other applicable equivalent for other than full-time per annum employee or retiree. For other than full-time per annum employees and retirees, payment shall be in accordance with the applicable Welfare Fund agreement.

If the \$150 million sum is greater or less than the monies required to maintain contributions as listed above, the parties agree to convene a labor-management meeting.

Individual letters will also be mailed to the respective Welfare Funds, execution of which shall serve to modify the Welfare Fund agreements, in accordance with what was previously agreed to by the City and the MLC, and requiring the incorporation of the amendment into their individual Welfare Fund trust agreements. The implementation of the modification to the individual Welfare Fund trust agreements will be in accordance with the past practice of the \$65 Welfare Fund increase. If the above accords with your understanding and agreement, kindly execute at the signature line provided.

Sincerely,
Robert W. Linn
Commissioner

Agreed and accepted on behalf of the Municipal Labor Committee

BY: Harry Nespoli, Chair

ATTACHMENT 2

Multiyear Appointments for Teaching Adjuncts

July 16, 2016

1. The parties will enter into a Pilot Program for five (5) academic years beginning with the 2016-17 academic year through the end of the 2020-21 academic year. Three (3)-year appointments made within the five (5)-year period shall remain in effect for the term of each appointment. The parties will meet no later than June 30, 2020, to determine whether to continue the Pilot Program as specified in this Agreement or to modify the Pilot Program. If the parties are unable to agree to continue or to modify the Pilot Program, the terms regarding adjunct appointments will revert to those expressed in the 2007-2010 collective bargaining agreement.

2. An employee who has served as a teaching adjunct and has taught at least six (6) contact teaching hours within the same department of the college for the ten (10) most recent consecutive semesters (excluding summer sessions) preceding the effective date of the three (3)-year appointment shall be considered for the three-year appointment, subject to comprehensive review and appointment referenced in paragraph 4 below. Up to four (4) semesters of substitute service in a teaching title within the same department of the college may be counted as qualifying service. The first three (3)-year appointments shall begin in the Fall 2017 semester and will continue to be available starting in each fall semester through Fall 2020. Adjuncts shall be notified on or before May 15 concerning appointment or non-reappointment for a three-year period.

In rare instances in which a department Personnel and Budget Committee determines that an eligible adjunct will not be reappointed to a three (3)-year appointment but could benefit from a one (1)-year appointment and additional guidance, the adjunct shall be appointed to a one (1)-year appointment. At the end of the one-year appointment, the adjunct must be considered for a three (3)-year appointment.

3. As a one-time transition due to the implementation of the Pilot Program, those adjuncts who have taught at least six (6) classroom hours within the same department at the same college for fourteen (14) out of the last eighteen (18) consecutive semesters (excluding summer sessions) preceding the 2016-17 academic year – including the four (4) semesters (excluding summer sessions) immediately preceding the 2016-17 academic year – and who are eligible for a two-semester appointment for the Fall 2016 and Spring 2017 semesters under Article 10.1(a)3 shall receive a two (2)-year appointment for the 2016-17 and 2017-18 academic years, without the necessity of a comprehensive review, but subject to sufficiency of registration and changes in curriculum. Up to four (4) semesters of substitute service in a teaching title within the same department of the college may be counted as qualifying service. An adjunct who believes that he/she meets the eligibility requirements for this two (2)-year appointment must file a notice of interest with his/her department chair no later than October 15, 2016. Filing a notice of interest shall be a pre-condition to receiving consideration for a two (2)-year appointment. It is understood that adjuncts who receive these initial two (2)-year appointments will receive a comprehensive review during said

period and will be considered for a three (3)-year appointment effective beginning in the 2018-19 academic year, on the same basis as other adjuncts, as set forth in paragraph 4 below. Adjuncts who file a notice of interest shall be notified on or before February 1, 2017, confirming their appointment to a two (2)-year appointment or notifying them of their lack of eligibility therefor.

4. To receive a three (3)-year appointment, an adjunct who meets the service requirements must receive the positive recommendation of his/her department P&B committee and of the college President, or his/her designee [e.g., Provost, Dean]. The recommendations shall be based upon a comprehensive review of the adjunct's performance and the fiscal and programmatic needs of the department and/or the college.

5. Adjuncts who receive three (3)-year appointments shall be considered for a subsequent three (3)-year appointment, subject to a comprehensive review of the adjunct's performance and an assessment of the fiscal and programmatic needs of the department and/or the college, as referenced in paragraph 4 above. Consistent with paragraph 2 above, if an adjunct serving in a three (3)-year appointment is appointed to teach as a substitute in the same department of the college within the three (3)-year period, such substitute appointment shall not serve to disqualify the adjunct from consideration for another three (3)-year appointment as an adjunct at the conclusion of the current three (3)-year appointment period or thereafter, if the substitute appointment continues beyond the conclusion of the current three (3)-year appointment period but ends within the pilot period. Consistent with section 6.4(d) of the Bylaws of the Board of Trustees, there is no presumption of continuous appointments. Adjuncts shall be notified on or before May 15 of the third year of their current three-year appointment concerning reappointment or non-reappointment for a successive three (3)-year period.

6. During the three (3)-year appointment period, the adjunct shall follow existing departmental policies regarding student evaluations; it is understood that the weight to be accorded student evaluations in the comprehensive review process is a matter of academic judgment. At least one fifty (50)-minute teaching observation shall be conducted during the three (3)-year period.

7. During the three (3)-year appointment period, the adjunct shall be assigned a minimum of six (6) classroom contact hours in each Fall and Spring semester, but shall have no entitlement to a particular course(s) or schedule.

8. Should a department be unable to offer an adjunct a minimum of six (6) classroom contact hours in a given semester, the department chair shall offer the adjunct either: a) an academically appropriate non-teaching adjunct appointment in the current semester for an equivalent number of hours at the non-teaching rate; or b) an additional teaching assignment of the number of hours of the contact hour deficit within the following two (2) semesters or summer session. For those adjuncts who receive their primary

health insurance by virtue of their adjunct employment at the college and who would lose the health insurance if their assignment at the college fell below six (6) contact hours in any given semester, department chairs shall make every effort to give such adjunct a non-teaching assignment in the same semester as the contact hour deficit sufficient to maintain health insurance; for these purposes only, one (1) non-teaching hour shall be deemed equivalent to 0.4 teaching contact hour.

A semester in which an adjunct's workload falls below six (6) contact hours for reasons other than his/her declination to teach continues to count as six (6) contact teaching hours of service toward eligibility for the following: subsequent three (3)-year adjunct appointments; movement in salary schedule (Article 24.2(b)); waiver of tuition (Article 29.3); Adjunct Professional Development Fund (Appendix B).

9. An adjunct may discuss with his/her department chair his/her course and scheduling preferences. The department chair may consider the adjunct's expressed preferences – just as the expressed preferences of full-time faculty are considered – but the department chair retains the final authority to determine who will be assigned to teach which courses and when the courses will be offered. If an adjunct declines to teach more than one (1) course as assigned by the department chair during the three (3)-year period, the three (3)-year appointment shall be considered null and void.

Notwithstanding the above, an adjunct serving in a three (3)-year appointment may seek to be excused for up to one (1)

semester upon the submission of documentation satisfactory to the college's Office of Human Resources establishing the need for such owing to: a) the adjunct's own illness; b) the need to care for an ill member of the adjunct's immediate family; c) the need to care for a newborn child or a newly adopted child, adopted at up to five (5) years of age; or d) receipt of an academic grant or fellowship that involves full-time commitment or absence. If approved, such one (1)-semester break in service shall not serve to disqualify the adjunct from consideration for another three-year appointment at the conclusion of the current three-year appointment.

10. Adjuncts who receive a two (2)-year or three (3)-year appointment under this provision will earn twelve (12) contact hours per year of personal illness/emergency leave, which may be accrued up to a maximum of thirty-six (36) contact hours. Adjuncts who are reappointed to a three (3)-year appointment may carry over up to 36 contact hours of leave. An adjunct is not entitled to carry over the leave to an appointment other than a three (3)-year appointment, nor is an adjunct entitled to receive a payout for unused days.
11. Adjuncts who receive a three (3)-year appointment continue to be subject to discharge for just cause, subject to the Grievance and Arbitration article (Article 20) and not to Article 21 of the collective bargaining agreement.
12. The second paragraph of section 10.1(a)3 of the collective bargaining agreement, regarding two (2)-semester appointments, remains in effect.

ATTACHMENT 8

Teaching Load Reduction Labor-Management Committee

June 15, 2016

Under the current collective bargaining agreement, the annual contractual workload for undergraduate teaching is among the highest of peer institutions. The University and the Professional Staff Congress (PSC) are committed to a shared goal of reducing the undergraduate teaching contact hour workload for full-time classroom teaching members of the instructional staff by three (3) teaching contact hours. This reduction will allow additional time for such activities as student and academic advisement, office hours, academic research and such other activities that allow the University to

improve its students' success and outcomes. The proposed reduction would be subject to the recommendations of a joint University and PSC Labor-Management Committee, which will be convened no later than October 1, 2016. The Labor-Management Committee will develop a plan for implementing the reduction and identifying resources to cover the costs. The University and PSC agree that the implementation of these recommendations will occur no later than the ratification of the successive collective bargaining agreement to the 2010-2017 collective bargaining agreement.

ATTACHMENT 3

Distinguished Professorship

March 18, 2016

Barbara Bowen
President
Professional Staff Congress/CUNY
61 Broadway, 15th floor
New York, NY 10006

Dear Dr. Bowen:

This is to confirm the parties' understanding that appointments to the Distinguished Professor title are expected to contribute to the University's commitment to recruit and retain an excellent faculty representing a

rich diversity of gender, ethnicity and race. Your signature on the line set forth below confirms the Union's agreement with this principle.

Sincerely,
Pamela S. Silverblatt
Vice Chancellor for Labor Relations CUNY

Agreed and Accepted on behalf of the Professional Staff Congress/CUNY

BY: Barbara Bowen, President

ATTACHMENT 4

CLIP/CUNY Start

June 15, 2016

- The University will create two (2) new full-time titles: CLIP Instructor and CUNY Start Instructor.
- The CLIP and CUNY Start Instructor titles will be included in the PSC bargaining unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 5, 7, 8, 17, 38, 39, 40, 41 and 43.
- Co-op teachers in CUNY Start will continue to receive six (6)-month CET appointments.
- CLIP teachers who do not wish to work during the summer will continue to receive six (6)-month CET appointments and will be paid based on the 3/19/11 CLIP Hourly Rate Schedule.
- New titles to have annualized salary. Salary schedule to be equivalent to the Lecturer schedule. Incumbents will be moved to the equivalent salary based on 1,230 hours of work per year.
- New titles to have annualized health insurance and participate in the PSC-CUNY Welfare Fund.
- January 1 movement in salary schedule (i.e., step increases) after at least ten (10) full months of service.
- CUNY Start Instructors with the functional title of Lead Instructor will receive a salary differential in the amount of \$5,300.
- Workload of 1,230 hours per year (including teaching and program days), exclusive of paid holidays. (Annual appointment periods to begin in August.)
- Annual leave will not accrue but will be taken when the programs are not in session.
- Sick leave accruals of twenty (20) days per year, with a cap of sixty (60) days.
- May participate in the Dedicated Sick Leave and Catastrophic Sick Leave Bank programs, in accordance with the terms of those policies.
- May participate in the HEO/CLT Professional Development Fund, set forth in Article 33.5 of the PSC-CUNY collective bargaining agreement.
- Existing observation/evaluation process remains in effect for CUNY Start.
- For CLIP, a teaching observation and/or an evaluation may be conducted at the request of the Campus Director or the CLIP Instructor, provided, however, that if such observation/evaluation is conducted at the request of the CLIP Instructor, such observation/evaluation may not be conducted more than once a year.
- Grievance process: Article 20 of the PSC-CUNY collective bargaining agreement.
- CLIP/CUNY Start Instructors shall be subject to discharge for just cause subject to the grievance and arbitration process set forth in Article 20 of the PSC-CUNY collective bargaining agreement.
- The parties shall convene a Labor-Management Committee to discuss appointment/non-reappointment letters, notification dates and personnel files.

ATTACHMENT 5

Medical Separation Leave Procedure

- The following procedures provide an alternative to the use of the Article 21 disciplinary process for employees who are unable to perform the duties of their positions by reason of a physical or mental incapacity. CUNY, in its discretion, may either commence disciplinary proceedings in accordance with Article 21 or may place an employee on a medical leave of absence (“medical leave”) according to the following procedures.
1. When in the judgment of CUNY an employee is unable to perform the duties of his or her position by reason of a physical or mental incapacity, including any such incapacity caused by substance abuse, and CUNY opts to follow the Medical Separation Leave procedures in lieu of Article 21, the president of the employee’s college, or his or her designee, having consulted with CUNY, shall send written notice of the facts providing the basis for CUNY’s judgment that the employee is not fit to perform the duties of his or her position (“the notice”), along with a copy of the employee’s job description, to the employee, the PSC, CUNY’s Office of the General Counsel and the PSC-CUNY Welfare Fund (“Welfare Fund”) at least fourteen (14) calendar days prior to the commencement of the medical leave. Such notice, stating the start date of the medical leave, shall be sent to the employee’s college email address, as well as to the employee’s home address on file by first-class mail.
 2. An employee who wishes to contest the placement on leave may, within fourteen (14) calendar days of the date of the notice, request an independent medical examination in accordance with paragraph 5 below, by written notice to the Welfare Fund, with copies to the PSC and to CUNY’s Office of the General Counsel. As a condition precedent to an independent medical examination, the employee must meet requirements regarding waivers, release forms and other documents specified by the Welfare Fund. Failure to do so will result in forfeiture of the opportunity to receive an independent medical examination.
 3. The Welfare Fund Board of Trustees shall select and enter into a contract with a third-party vendor (“the provider”) that will provide Board-certified medical practitioners in appropriate areas of practice, including, but not limited to, psychiatry, neurology, orthopedic medicine and internal medicine, to conduct independent medical examinations in accordance with the terms of this Article.
Should the Welfare Fund fail to retain a provider – either within ninety (90) calendar days of the ratification date of the successor to the 2007-2010 collective bargaining agreement or as needed in the future – the medical separation procedures set forth in this Article shall be considered null and void in their entirety.

4. Upon receipt of a written request from an employee seeking an independent medical examination, the Welfare Fund shall direct the provider to appoint a medical practitioner from an appropriate area of practice to conduct the examination and shall furnish the provider with a copy of CUNY’s notice and the employee’s job description referred to in paragraph 2. Within sixty (60) calendar days of the Welfare Fund’s receipt of the employee’s request for a medical examination, the Welfare Fund shall deliver to CUNY’s Office of the General Counsel, with notice to the PSC of said delivery, a copy of the medical practitioner’s report regarding the employee’s fitness to perform the duties of his or her position and copies of the medical practitioner’s diagnoses, test results, observations and other data relied upon, if any. The Welfare Fund shall also provide copies of the report and the above-cited materials to the employee. The Welfare Fund shall maintain the originals in a confidential file.
 - a. If the medical practitioner certifies that the employee is fit to perform the duties of his or her position, the employee shall be removed from medical leave and returned to active status within seven (7) calendar days following CUNY’s receipt of the medical practitioner’s report.
 - b. If the medical practitioner certifies that the employee is not fit to perform the duties of his or her position, CUNY shall continue the employee’s medical leave of absence. CUNY shall send the employee and the PSC written notice of the continuation of the leave. The notice of continuation shall also inform the employee of his or her rights under Section 6 of these procedures.
5. Within fourteen (14) calendar days from receipt by the employee of medical certification that the employee is not fit to perform the duties of his or her position, the PSC may file a demand for arbitration on the question of the employee’s fitness for duty by serving written notice to that effect by certified mail, return receipt requested, directed to the Chancellor or the Chancellor’s designee. The parties shall designate an individual arbitrator to hear cases under this provision from among those mutually agreed to under Article 20.5 of the collective bargaining agreement, and the arbitration will be conducted in accordance with American Arbitration Association rules. The parties shall schedule a hearing to be held within forty-five (45) calendar days and completed within ninety (90) calendar days of the University’s receipt of the demand for arbitration, and a decision shall be rendered by the arbitrator within forty-five (45) calendar days of the close of the hearing. Closing arguments shall be made orally at the last day of the hearing; closing briefs will not be submitted. The Arbitrator shall determine, based on the evidence, whether the employee is fit to perform the duties of his or her position. Should the arbitrator

- determine that the employee is not fit to perform the duties of his or her position, CUNY shall continue the employee’s medical leave of absence. Should the Arbitrator determine that the employee is fit to perform the duties of his or her position, the employee shall be removed from medical leave and returned to active status. The burden of proving mental or physical fitness shall be upon the employee. The costs of arbitration shall be borne equally by the parties.
6. A medical leave under this section shall be for one year from the start date of the Medical Separation Leave in the notice in paragraph 2. The employee shall remain in paid status for the first six (6) months of the leave and thereafter may utilize his or her temporary disability leave and/or annual leave accruals, if any, and may apply for long-term disability to the extent available through the Welfare Fund, or to use the Catastrophic Sick Leave Bank or the Dedicated Sick Leave Program, in accordance with the terms of those policies, to the extent that he or she is eligible. An employee who is contesting his or her placement on medical leave or seeking to return to duty will not be eligible for the Sick Leave Bank or Dedicated Sick Leave Program, inasmuch as both programs require an acknowledgement from the employee that he or she is catastrophically ill (for the Sick Leave Bank) or seriously ill (for the Dedicated Sick Leave Program) and both require supporting medical documentation. Should the employee exhaust available accruals prior to the expiration of the medical leave, the remainder of the medical leave shall be unpaid.
 7. An employee placed on medical leave may seek to return to duty by making a written application to the Welfare Fund, with copies to the PSC and to CUNY’s Office of the General Counsel, for a medical examination by a medical practitioner selected by the provider, who should be different from the medical practitioner who conducted the initial medical examination under paragraph 5 above, to the extent a different practitioner is available. Such application may be made no earlier than one hundred twenty (120) days from the commencement of the medical leave and no later than one year from the commencement of the leave.
The procedures and time frames for the appointment of a medical practitioner and issuance of a report shall be the same as those in paragraph 5 above. If the medical practitioner certifies that such employee is fit to perform the duties of his or her position, the employee shall be removed from medical leave and returned to active status with-

- in seven (7) calendar days following CUNY’s receipt of the medical practitioner’s report. An arbitration filed in accordance with paragraph 6 above that is still pending at the time the employee applies for a return-to-duty medical examination under this paragraph 8 shall be deemed to be withdrawn with prejudice as of the date of receipt by the Welfare Fund of the medical practitioner’s report regarding the employee’s fitness to return to duty. The PSC shall notify the Arbitrator of the withdrawal.
8. After an employee has been on medical leave for one (1) year, he or she shall be separated from employment at CUNY. No such separation shall occur if any proceedings to establish the employee’s fitness under these procedures are pending. When proceedings are completed, the employee shall either be separated from employment or returned to active status, according to the outcome.
 9. Following any determination under Section 5(a), Section 6 or Section 8 above that an employee is fit to perform the duties of his or her position or in the event that the report regarding the employee’s fitness is not delivered to CUNY within sixty (60) calendar days of the Welfare Fund’s receipt of the employee’s request for an independent medical exam, CUNY may terminate the employee’s medical leave and commence disciplinary proceedings in accordance with Article 21.
 10. To fund the establishment and administration of this program, CUNY shall deposit \$35,000 per year into a dedicated fund with the Welfare Fund, from which the Welfare Fund may draw up to \$5,000 per year in administrative costs. On or before July 31 of each year, the Welfare Fund shall provide CUNY with an annual accounting of the expenditures with regard to any or all independent medical examinations, including any medical tests conducted and administrative costs incurred during the prior fiscal year (July 1 through June 30). In addition to the annual accounting, the Welfare Fund shall notify CUNY in writing at such point in time as it has encumbered \$25,000 of the funds dedicated to this program. Any funds remaining in one fiscal year shall be credited against CUNY’s contribution in the next fiscal year. Any shortfall in a given year shall be reimbursed by CUNY in the next fiscal year. Such reimbursement shall be made by September 30, provided that timely written notice of reaching the \$25,000 threshold was given to CUNY. If the medical separation process is declared null and void pursuant to paragraph 4 above, or for any other reason, unexpended funds shall be returned to CUNY.

ATTACHMENT 6

Side Letter on Tuition Waivers

A Labor-Management Committee will be established to examine the current use of undergraduate tuition waivers provided to full-time members of the instructional staff under Article 29. The

committee will explore a limited delegation of the current benefit through a Pilot Program that will allow full-time instructional staff to transfer certain benefits to a dependent child.



15-MINUTE ACTIVIST

Vote on your contract

Through civil disobedience, coalition building, political lobbying, and countless hours at the bargaining table, the PSC secured a contract that is, according to PSC President Barbara Bowen, “worthy of our struggle.” Now is the time to vote on the hard-won contract. Members can cast their ballots online, by phone, or through

mail. Online and phone voting ends just before midnight on Wednesday, August 3, 2016; mail-in ballots need to be sent well before the final deadline. It took months of activism to secure the gains in this contract, members can now choose whether or not to ratify this proposed contract. (For more details about the vote, see page 3.)

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UNION VIEWS

Clarion | Summer 2016

Why I urge you to ratify the contract agreement

By **BARBARA BOWEN**
PSC President

A step in building greater power

PSC members worked harder for this contract than for any contract that came before it; you deserve as honest an assessment of the proposed settlement as I can provide.

Here is how I would sum it up:

Because the union organized a principled, militant campaign that escalated to a strike authorization vote, we were able to defeat certain fiscal austerity policies of New York State and wrest substantial economic and non-economic gains out of CUNY management. But because we are a single union working without a citywide or class-wide movement, we were not able to break the structure of economic austerity.

HIGH STAKES

The result is a proposed contract with a minimally acceptable 10.4 percent salary increase, significant retroactive pay and real breakthroughs on working conditions at CUNY.

The stakes are high when deciding whether to ratify a proposed contract after a campaign that elicited the courage and political hope of thousands of CUNY faculty and staff. Could a strike have enabled the PSC to break economic austerity? And what kind of strike would such a transformation require? Members may have different answers to those questions, but one thing is certain: The campaign positioned the PSC, for the first time, to consider such questions seriously.

It also gave us the leverage to negotiate a contract that defies austerity in critical areas other than salary. The massive strike authorization vote meant that we had an alternative to accepting the unacceptable. We could walk away from the table and start organizing for a strike if progress was not made – and management knew that.

At a time when the state had taken a firm position against providing funds for retroactive pay for CUNY contracts, and when CUNY management had failed for five years to change that position, PSC pressure unlocked a quarter-billion dollars

for retroactive pay.

Don't forget that it was only in late March that we were at Governor Cuomo's office, holding a die-in and making three demands: 1) withdrawal of the proposed \$485-million “cost-shift” of CUNY support; 2) funding for CUNY contracts, including retroactive pay; and 3) no increase in CUNY tuition. By mid-June, we had won all three.

The contract we negotiated defies the national trend of defensive labor contracts. Instead, it breaks new ground, particularly on working conditions and job security. These are structural changes and significant victories, especially given that the negotiations revealed CUNY management's dangerous vision for the university – a vision that includes more contingency, weakened tenure, and enormous flexibility for management to pay high salaries to a few.

Because PSC members mobilized, you gave the bargaining team the power to insist on our three major structural priorities in addition to salary: greater opportunity for ad-

vancement for HEOs, greater equity for adjuncts and a reduction in the teaching load of full-time faculty. We were able to make gains on all three, something we had been trying to achieve for 16 years.

FIERCE FIGHT

The proposed contract contains sweeping changes that will create more humane working conditions for us and better learning conditions for our students. That is a defeat for austerity. For the first time, CUNY management has made a firm commitment with a timeframe for reducing the contractual teaching load by three credit hours; we have negotiated a wider and fairer path toward higher title and salary for HEOs; and we have created a system of three-year job security for adjuncts. Tellingly, the hardest-fought was the longer appointments for adjuncts.

The fierceness of the campaign came from our knowledge that more than our own contract was at stake: We were fighting for the

right to higher education for all New Yorkers. The proposed contract speaks directly to that goal by including provisions that will give students additional support and academic continuity, such as the commitment to a reduction in the teaching load and the longer-term appointments for adjuncts.

I want to be equally forthright about what the contract does not achieve. The salary increases from 2010 up to the present date hover at just about the level of inflation for Northeast urban areas, as calculated by the Bureau of Labor Statistics. But they are far from adequate to cover the soaring cost of housing in New York City, or to make CUNY salaries nationally competitive.

With raises that just brush the level of inflation, there were no resources to make the additional investments in salary equity that the PSC has been able to negotiate in the past. There are two significant gains in equity, however, measures that distribute resources to provide greater value for lower-paid workers. The first is increased funding for the Welfare Fund to allow an improved dental benefit, available equally to all fund participants. The second is the landmark agreement reached earlier in negotiations to extend CUNY-provided health insurance to eligible adjuncts. That agreement is part of this contract and adds to its economic and ethical value.

But academia – at CUNY and nationally – is disfigured by its scandalous treatment of adjuncts. CUNY survives fiscal austerity because it relies on cheap labor to do its most important work: teaching, especially teaching the least-prepared students. Even though the biggest gains in the contract were made for adjuncts, the conditions of adjunct work remain atrocious, especially for the several thousand who rely on their work at CUNY for their entire income. Adjuncts are right that their conditions must be changed, and that allowing substandard wag-

es for part-time faculty members depresses the salaries of all.

Inch by inch, PSC contracts are remaking adjunct conditions, but incremental change will not be enough. Radical change in the system of cheap academic labor at CUNY is likely to take a combination of legislative action, job action and a movement in the streets. The campaign for this contract at last positions us to take that step.

STRONGER POSITION

Together, we waged a strong and beautiful campaign for contract justice at CUNY. No single contract agreement, especially one that is embedded in a regime of economic austerity, will be enough to meet all the hopes of such a campaign. I am confident that we achieved everything we could through negotiations – and we did that because of our power on the campuses, in the media and in the streets.

The alternative to ratifying this contract is to prepare for a strike. Making that decision was

not easy for the union leadership. Calling a strike would mean not getting raises or back pay this fall and risking the gains we have made. It would also mean weighing what a significant strike would win – and what it would risk. Neither answer is simple. I urge you to ratify this contract not because I think it meets all our needs or because I think the PSC could not wage a brilliant strike, but because the proposed contract accomplishes something important. The structural gains it includes are lasting and deep. They show us that further gains are possible. Consolidate what we accomplished together with this contract: Say yes to the contract and yes to seeing it as a step in building greater power.

This column is indebted to a forthcoming article on the PSC contract campaign by Nivedita Majumdar and Barbara Bowen.



Dave Sanders

PSC President Barbara Bowen discusses the tentative contract agreement at the union's June 23 Delegate Assembly.

**Together
we waged
a beautiful
campaign**