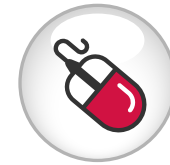


Clarion

NEWSPAPER OF THE PROFESSIONAL STAFF CONGRESS / CITY UNIVERSITY OF NEW YORK  CONTRACT SPECIAL/SUMMER 2008



RATIFICATION

Three ways to vote

By mail, by phone or online. The deadline is Sept. 2.

PAGE 11

GET THE FAQs

Questions & answers on the settlement

Inside this special issue, answers to some of the most frequently asked questions about the tentative contract settlement from members of the union's bargaining team. **PAGES 4-5**



THE AGREEMENT

A detailed summary, plus the full text

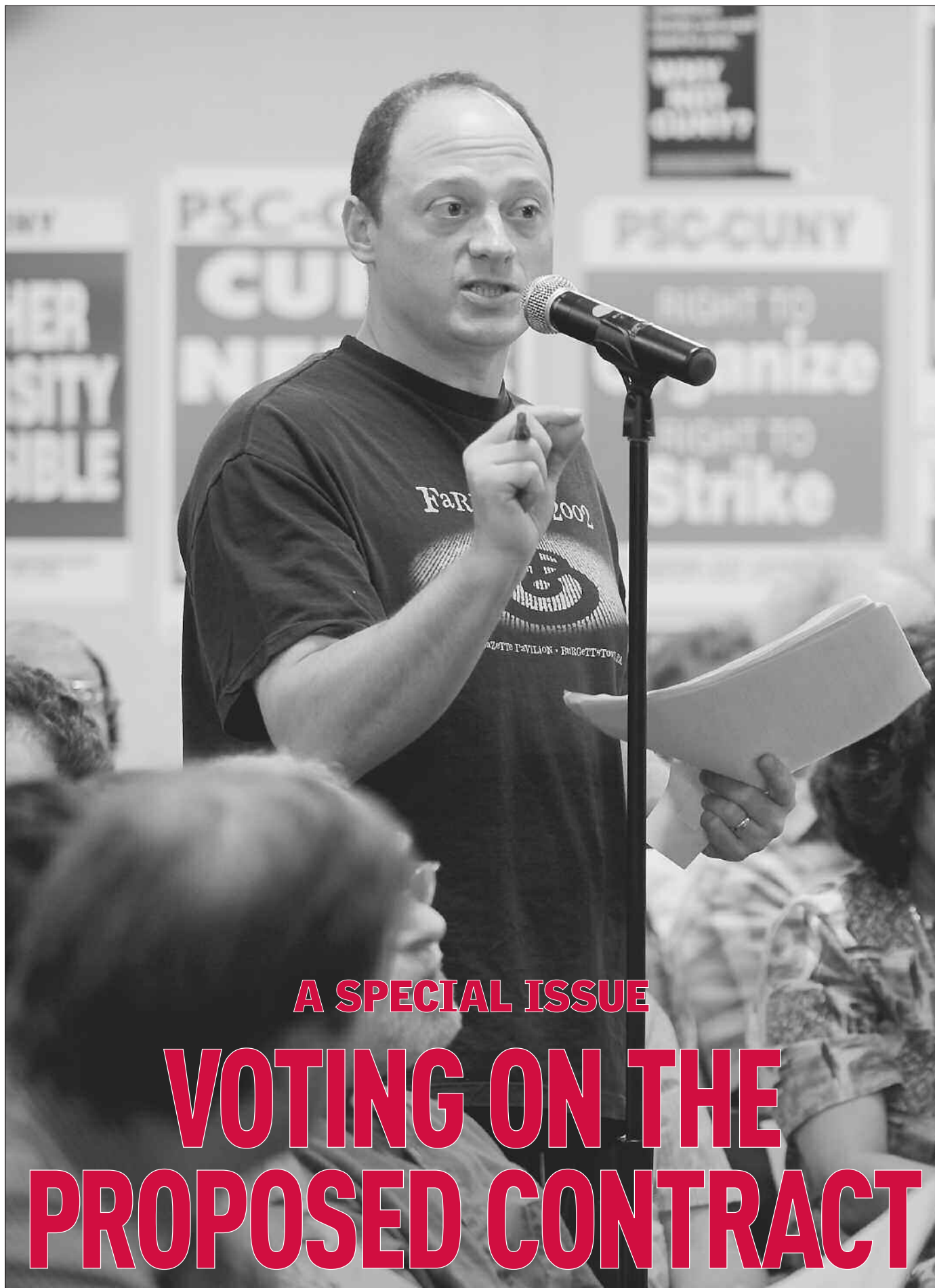
What's in the proposed contract? Turn the page for a summary of all the main points. Complete text of the Memorandum of Agreement between CUNY and the PSC appears on pages 10-11. **PAGES 2-3**



ORGANIZING

Building union power, one step at a time

Signing a petition, joining a picket line or talking to the person who works across the hall – thousands of PSC members took action to win a better contract. **PAGES 6-7**



A SPECIAL ISSUE

VOTING ON THE PROPOSED CONTRACT

Above, Avi Bornstein, associate professor of anthropology at John Jay, poses a question about the contract settlement at the July 1 meeting of the PSC Delegate Assembly. Delegates voted 92 to 13, with seven abstentions, to approve the agreement and send it to the membership for ratification. The final shape of the agreement was hammered out in two weeks of intense negotiations, capped by a marathon bargaining session that ran into the next morning. Inside this issue of Clarion you'll find analysis of the tentative contract and full text of the agreement, plus information on how to cast your ballot in the vote on ratification.

Lisa Quinones

What's in the new agreement

Below is a summary of the contract settlement between the PSC and CUNY. Full text of the Memorandum of Agreement is on pages 10-11 and is being mailed out with the ratification ballots. The text and other information are also posted on the union website (www.psc-cuny.org). See page 8 for details on the ratification vote.

DURATION

1. Term of the Agreement

September 20, 2007 through October 19, 2010: 37 months. All provisions of the 2002-2007 Collective Bargaining Agreement remain in effect except as modified below.

SALARY

2. Across-the-board salary increases

All employees in active pay status on the dates below, and all salary steps and ranges, receive the following increases. The total across-the-board increase, with compounding, is 10.5% by Fall 2009:

- 3.15%, effective September 20, 2007;
- 4%, compounded, effective October 6, 2008;
- 3%, compounded, effective October 20, 2009.

3. Additional increases to top steps and salary ranges

Effective October 20, 2009, the following additional increases will be applied, in addition to the across-the-board increases outlined in #2:

- 1.04% increase to all incumbent full-time employees in titles with salary ranges (such as Law School and Medical School faculty), and to adjunct titles in the Law School;
- 3.1% increase to the top step of all annual salary titles with salary steps (such as Professor, Lecturer, CLT, HEO, Graduate Assistant);
- 5.75% increase to the top step of all adjunct titles with salary step schedules (such as Adjunct Lecturer, Adjunct Professor, Non-Teaching Adjunct, Adjunct CLT).

Some examples:

A Professor or Higher Education Officer on the top step of the salary schedule will see her salary go from \$102,235 on 9/19/07 to \$116,364 on 10/20/09, a 13.8% increase.

An Adjunct Lecturer on the top step will receive a 16.7% increase in his hourly rate of pay over the life of the contract, from \$69.17 per contact teaching hour to \$80.70 per hour, an increase of over \$500 per three-credit course.

An Assistant Professor or Higher Education Assistant in the middle

Terms of the accord

of the salary schedule, at a salary rate of \$56,024 in September 2007, will see his salary increase to \$71,073 (up 26.9%) by the last day of the contract (10/19/10), as a result of both across-the-board and step increases.

A CLT in the middle of the salary schedule, earning \$44,264 at the beginning of the contract, will experience step increases during the contract as well as contractual across-the-board increases. Her salary will increase to \$53,362 by 10/19/10 (up 20.6%), and on 3/19/10 she will become eligible for an additional salary differential based on holding an advanced degree in a field related to her job (\$1,000 for a master's and \$2,500 for a doctorate).

4. Retroactive pay

The 3.15% increase is retroactive to September 20, 2007; and if the new salary schedules are implemented later than October 6, 2008, the 4% increase will be retroactive to October 6, 2008. Members separated from employment after the salary increases take effect are entitled to retroactive pay for the time that they were in active pay status at CUNY.

SALARY INCREASES FOR EQUITY

5. Lecturer salary schedule

Effective March 19, 2010, each step on the Lecturer salary schedule will be increased by \$1,000, over and above the salary increases in #2 and #3 above. For example, the salary of a Lecturer on the top step, currently \$64,933, would increase to \$66,978 effective September 20, 2007; to \$69,658 on October 6, 2008; to \$73,907 on October 20, 2009; and to \$74,907 on March 19, 2010.

6. CLT series and Assistant to HEO salary differential

Effective March 19, 2010, CLTs, Senior CLTs, Chief CLTs and Assistants to HEO who hold a master's degree from an accredited university in a field related to their work will receive an annual salary differential of \$1,000. Employees in these titles who hold a doctorate from an accredited university in a job-related field will receive an annual salary differential of \$2,500.

7. Law School library faculty

Effective with the Fall 2009 semester, the top of the salary range for faculty in the Law School Library series will be made equal to the top of the salary range for other comparable Law School faculty titles.

SUPPORT FOR PARENTS, FAMILIES, HEALTH

8. Paid parental leave fund and recruitment and retention fund

The PSC agreement with CUNY establishes a fund to pay for a parental leave benefit for up to eight weeks leave for full-time instructional staff (both faculty and professional staff) – mother and/or father and/or domestic partner – employed by CUNY and on a continuous leave of absence to care for a newborn or adopted child under one year of age. Funds for the benefit will be available starting October 5, 2008; it will not be retroactive prior to Fall 2008.

The benefit to be provided has not been determined, nor has the timeframe for implementation. Both are the subject of continuing negotiations with CUNY and the State. The union's position is this benefit should be effective at the start of the Fall 2008 semester (August 27).

Over the life of the current contract, \$2.25 million is available for the parental leave fund. During contract negotiations, implementation of the PSC/CUNY paid parental leave benefit was made subject – by the State – to passage of pending, proposed legislation on paid family leave (which the PSC supports). That leg-

islation did not pass the Legislature, so PSC and CUNY must meet to develop a proposed contractual benefit program, and the union does not anticipate problems in moving expeditiously to negotiate such a plan and resolve open issues. The proposed plan will be subject to approval by the State before it can be implemented.

The union and the University will also meet to develop a plan for the use of an additional \$2.25 million available under the agreement for a recruitment and retention fund, consistent with PSC and University priorities.

9. Sick leave bank and dedicated sick days

All full-time faculty and staff will be eligible to participate in two forms of sharing sick days (“temporary disability leave”). The Dedicated Sick Leave policy will allow full-time faculty and staff to contribute sick days to a named individual who does not have enough accrued sick days to cover an acute medical need. The Sick Leave Bank will allow full-time faculty and staff to donate a certain number of sick days each year for use by any other qualifying participant in the bank who is in need of additional days for illness. A labor-management committee will discuss implementation issues, including participation in the program by adjuncts.

10. Use of accrued sick leave for family care

Upon ratification, full-time faculty and staff will be entitled to use up to three accrued sick days (“temporary disability leave”) annually for the care of an ill family member. The provision will be subject to existing guidelines for the City of New York.

EXPANSION OF OUR RIGHTS

11. Use of college e-mail for union communication

Effective upon ratification of this Agreement, the PSC will be permitted to use all college electronic mail facilities for union communication – in addition to the existing right to use college mailroom facilities.

12. Access for retirees to college e-mail addresses

Faculty and staff will have continuing access to their CUNY electronic mail addresses after retirement, subject to University policies and procedures.

SUPPORT FOR MENTORING, RESEARCH

13. Pilot project on student mentoring

A labor-management committee will be convened to design a pilot student mentoring program for trial

Major features of the settlement

- ▶ No concessions on salary steps, department chairs, job security, performance pay
- ▶ Salary increases of 10.5% for all titles by October 2009
- ▶ Additional increases on the top step, so that:
 - within 25 months, top steps of full-time titles increase 13.8%
 - within 25 months, top steps of adjunct titles increase 16.7%
- ▶ Paid parental leave fund
- ▶ Sick leave bank and 3 days leave for care of an ill family member
- ▶ Improved adjunct eligibility for several contract provisions
- ▶ Lecturer steps increase an additional \$1,000 in third year
- ▶ CLTs and Assistants to HEO eligible for pay differential for master's or PhD
- ▶ Members have right to use college e-mail for union communication
- ▶ New title, limited in number: Clinical Professor
- ▶ Outside of the agreement:
 - 1) 100 new full-time positions for experienced adjuncts
 - 2) agreement to establish doctoral employee health insurance
 - 3) continuing negotiations through the Municipal Labor Committee to transfer adjuncts from the Welfare Fund to the NYC health plan



Irma Colón, a CLT in the nursing department at Hostos, discussing the tentative contract at a chapter meeting.

implementation in Fall 2009. The voluntary program will be designed to enhance students' education and assist in student retention. It will include appropriate compensation for mentors.

14. Increase to PSC-CUNY award fund

Effective March 19, 2010, the total funding for the PSC-CUNY Research Awards will increase to \$3,704,218.

15. Adjunct Professional Development Fund and HEO/CLT Professional Development Fund

The Adjunct Professional Development Fund will be renewed (see #16 below). The HEO/CLT Fund, as an existing provision of the contract, will continue at its present level of funding.

ADJUNCT ENHANCEMENTS

16. Adjunct Professional Development Fund

The Adjunct Professional Development Fund will be renewed, with annual contributions of \$500,000 by CUNY in each of the next three years, for a total of \$1.5 million. The first \$500,000 will be effective September 28, 2008, the second on October 5, 2009, and the third on October 5, 2010. The selection committee for the Professional Development Fund will continue to oversee the fund, and existing procedures will remain in effect. Funds not expended in any fiscal year will be rolled over into the next fiscal year. The union website will provide information on when new applications will be accepted. Funds will be available only for activities that occur after an application is approved.

17. Creation of 100 new Lecturer positions for experienced adjuncts

A separate letter, agreed upon at the time of the contract settlement, contains a commitment from Chancellor Goldstein to President Bowen to create 100 new full-time Lecturer positions, in addition to the 100 agreed to with the last con-

tract, for which the pool of applicants will be restricted to experienced CUNY adjuncts. The provision is subject to legislative funding. Up to 50 full-time Lecturer lines will be filled during the 2008-2009 academic year; the balance will be filled during the 2009-2010 academic year. Determination of which colleges receive the new Lecturer lines will be made by Chancellor Goldstein; allocation of the lines within each college will be determined by the college president.

The text of Chancellor Goldstein's letter is printed on page 11 of the special contract issue of *Clarion* and spells out the criteria for adjuncts to be able to apply for these positions. The criteria are somewhat more flexible than for the last set of conversion lines to address some of the continuity issues facing long-serving adjuncts. With the exception of eligibility, all regular departmental search procedures will apply.

18. Tuition waivers for adjuncts

Effective Fall 2008, access to tuition waivers for adjuncts wishing to enroll in a CUNY course will be expanded in the following two ways: 1) the current requirement that an adjunct teach one or more courses for 10 consecutive semesters (excluding summers) in the same department will be changed to read "in the same college"; and 2) service in a substitute title immediately preceding and followed by adjunct service will count toward establishing the required 10 semesters. Substitute service during the 2007-2008 academic year will be included in qualifying for this benefit.

19. Adjunct health insurance

As in #18 above, service in a substitute title will now *count* towards eligibility for health insurance. Currently, it only bridges between adjunct service. Substitute service during the 2007-2008 academic year will be included in qualifying for this benefit.

20. Movement in salary schedule

As in #18 and #19 above, effective Fall 2008, substitute service immedi-

ately preceding and followed by adjunct service will count toward establishing eligibility for movement to a higher salary step. Substitute service during the 2007-2008 academic year will be included in qualifying for this benefit.

21. One-year appointments for adjuncts

Effective Fall 2008, substitute service immediately preceding and followed by adjunct service will "bridge" adjunct service for the purpose of determining eligibility for a one-year appointment. Under these conditions, substitute service will not constitute a break in service; rather it will serve as a "bridge" between the adjunct service immediately before and after.

22. Teaching observations

As in #21 above, substitute service will now "bridge" adjunct service rather than break continuity for the purpose of determining when an adjunct has completed 10 semesters of required teaching observations. After 10 semesters, teaching observations are no longer required, and the adjunct may be observed at the request of either the chair or the adjunct.

WELFARE FUND AND HEALTH INSURANCE

23. Welfare Fund contribution increase

Effective September 20, 2008, CUNY will increase its annual per capita contribution for each eligible active employee and each eligible retired employee by \$50.

24. Doctoral employee health insurance

In separate discussions concurrent with the negotiations for a collective bargaining agreement, the PSC

and CUNY have made significant progress toward reaching agreement on a health insurance benefit for eligible CUNY doctoral employees. CUNY has made a commitment to providing the necessary funding – over and above the funding in the economic package negotiated for the collective bargaining agreement – and the Student Employee Health Plan of the New York State Health Insurance Plan has agreed to extend coverage to eligible CUNY doctoral employees. More information will be provided as soon as it is available. Both the PSC and CUNY are committed to establishing the earliest possible start date for the program.

DISTINGUISHED LECTURERS AND CLINICAL PROFESSORS

25. Distinguished Lecturers

Effective September 20, 2007, the maximum length of service for Distinguished Lecturers shall be increased from five to seven years. (This position, described in Article 11.7 of the contract, is distinct from the Distinguished Professor title, described in Article 23.)

26. Clinical Professors

Effective Fall 2008, CUNY will establish a new full-time faculty title, Clinical Professor, with annual appointments for an individual holding that title of up to a maximum of seven years. The position will be a full-time faculty position, the responsibilities of which will include teaching (including, in some cases, clinical instruction) and may include research.

27. Distinguished Lecturers and Clinical Professors

The total number of Distinguished Lecturers and Clinical Professors

combined may not exceed 125 at any time University-wide.

EDUCATIONAL OPPORTUNITY CENTERS

Modifications to the contract for faculty and professional staff at the four Educational Opportunity Centers will be covered by a separate Memorandum of Agreement. EOC faculty and staff will vote in a separate ratification process on that proposed Memorandum.

CONTINUING EDUCATION

The relevant provisions of the Memorandum of Agreement will be incorporated into the Supplemental Agreement on Continuing Education, including the across-the-board salary increases (#2 above), and, for CET faculty in the College Language Immersion Program, the use of up to three sick days annually for care of an ill family member (#10 above) and additional salary enhancements effective 3/19/10.

APPROVAL AND RATIFICATION

The Memorandum of Agreement is subject to ratification by the membership of the Professional Staff Congress/CUNY to be employed under this contract and is subject to State and City funding guidelines and to the costing analyses of the State of New York and the City of New York. The Memorandum has already received the required approval by the Board of Trustees of the City University of New York.

Ballots for a vote on ratification of this contract will be mailed to eligible PSC members on July 29, 2008, and members' votes are due back by September 2, 2008. Members will be able to cast their vote by return mail, by phone or by a secure website. The ratification vote will be conducted by the American Arbitration Association. (See also page 11.)



Delegates' votes are counted by Peter Zwiebach, PSC director of legal affairs, at the July 1 Delegate Assembly.

Here are some of the most common questions about the terms of the tentative contract, with responses prepared by members of the union's bargaining team. Full text of the agreement is on pages 10-11.

Frequently Asked Questions

FAQs on the proposed

1 What salary increases would I receive under the proposed contract?

All members of the PSC bargaining unit will receive three across-the-board increases:

- a 3.15% increase effective September 20, 2007;
- a 4% increase effective October 6, 2008;
- a 3% increase effective October 20, 2009.

Effective October 20, 2009, the following increases will also be applied:

- a 3.1% increase to the top step of all annual titles with salary step schedules;
- a 5.75% increase to the top step of all adjunct titles with salary step schedules;
- a 1.04% increase to incumbent full-time employees in titles with salary ranges and to employees in adjunct titles in the Law School.

2 I don't understand the increases to the top salary step – how do those work?

A priority in this round of bargaining was to improve the competitiveness of CUNY salaries. To make some progress toward that goal, we combined across-the-board salary increases with a concentrated increase to the top salary step.

The last of the three across-the-board increases takes effect October 20, 2009. In addition to this 3% increase, on the same day another 3.1% increase will be applied to the top step for all annual titles with salary steps (for a total of 13.8%) and an additional 5.75% will be applied to the top step of all adjunct step titles (for a total of 16.7%). (See items #1-3 of contract summary on page 2 for details, including titles with salary ranges.)

When members in titles with salary steps move up the ladder to the top step, they will benefit from these larger increases in the future. By concentrating available funds in a strategic way, we achieved three things:

- The top-step salary becomes more competitive with other public universities in the region.
- One-third of full-timers in the PSC bargaining unit who are already at the top salary step – many of whom are in lower paid titles and have been without annual step increases for years – receive an additional increase.
- The percentage increase on the top step for CUNY's lowest-paid faculty, its adjuncts, is larger than for full-timers.

3 Why do adjuncts on the top step receive a 5.75% increase and full-time employees on the top step receive only 3.1%?

Across-the-board percentage increases result in higher absolute dollar increases for those who earn

higher salaries. For example, a 4% increase on a \$20,000 salary equals \$800 while a 4% increase on \$50,000 equals \$2,000. Without making periodic adjustments to the salary schedules, salary inequalities grow larger. An adjunct lecturer at the top step teaching three courses per term makes only \$20,751 for two semesters' work. In order to address

5 CUNY management entered this round of bargaining demanding concessions such as the removal of department chairs from the union. Did the PSC agree to any of their concessions?

In addition to removing department chairs, CUNY demanded removal of some HEOs from the bargaining unit; elimination of salary steps and their

6 One of the union's priorities for this contract was adjunct job security; what progress was made on that?

Despite strong advocacy, the union was not able to win a Certificate of Continuous Employment or multiple-year appointments for adjuncts – the kind of systemic change that was our goal. We did, however, conclude a separate agreement that creates 100 new full-time faculty positions, with job security, for which the pool of applicants will be limited to experienced adjuncts.

This was the area in which we met the hardest political and ideological resistance from CUNY. CUNY likes the adjunct system; management wants a system where they have absolute freedom to hire and fire at will. It's going to take an all-union campaign to overcome that resistance.

There were, however, significant gains for adjuncts on other issues. We negotiated \$1.5 million to renew the Adjunct Professional Development Fund and negotiated higher percentage salary increases for adjuncts on the top step, beginning to address the growing gap between full-time and part-time salaries caused by percentage-based raises. Finally, we won improvements that permit service in a full-time substitute position to either bridge or to count toward service for adjuncts on tuition waivers, eligibility for health insurance, movement to higher salary steps, one-year appointments, and teaching observation.

7 How will the 100 new "conversion lines" work?

The new Lecturer lines will be allocated to colleges throughout CUNY by Chancellor Goldstein and to departments by college presidents, and up to 50 positions will be filled for Spring 2009. The next 50 will be filled in 2009-2010. As in the past, eligibility will be limited to long-serving adjuncts, but some of the criteria have been made more flexible to accommodate adjuncts' often complicated employment histories at CUNY. Searches to fill these Lecturer lines will be conducted pursuant to normal procedures, with the exception that the search will be limited to adjunct faculty members who fulfill the eligibility requirements. (See item #17 of the contract summary, page 3, for further details.)

Searches to fill these Lecturer lines will be conducted pursuant to normal procedures, with the exception that the search will be limited to adjunct faculty members who fulfill the eligibility requirements. (See item #17 of the contract summary, page 3, for further details.)

8 When can adjuncts start applying again for Professional Development Fund grants? Is the Professional Development Fund for HEOs and CLTs continuing?

The agreement calls for the University to make an annual contribution to the adjunct fund effective Sep-

tember 28, 2008. Assuming that the agreement is ratified by the membership, and the contribution is made timely, the Adjunct Professional Development Fund Committee will reconvene to review applications in mid-October. (Note that applications must be approved before any grant-supported expenses are incurred.)

Under the new agreement, the HEO/CLT Professional Development Fund will continue to operate under the same terms and conditions as in our previous contract. (See www.psc-cuny.org/ProfessionalDevelopment.htm for application details on both funds.)

9 How will the salary differential for CLTs and Assistants to HEO work and when will it begin?

Funds for implementation of these differentials will become available March 19, 2010. From then on, all employees in the full-time CLT, Senior CLT, Chief CLT and Assistant to HEO titles with advanced degrees in a field related to their employment at CUNY will receive an addition to base pay (\$1,000 for a master's degree or \$2,500 for a PhD). Because it is part of salary, this differential is pensionable.

This provision is an important recognition of the professionalism of employees in CLT and HEO-series titles. Details on specific procedures, and more information on qualifying degrees, will be available well in advance of the effective date.

10 Why wasn't this differential applied to all HEO-series titles?

The salary schedules for the other HEO titles are equivalent to the salary schedules for professorial titles. The differentials provide an equity adjustment for those full-time members of the professional staff who are on lower salary schedules and who have earned advanced degrees, in return for the value they provide in their service to CUNY.

11 What other equity improvements are included in this contract?

Along with the increase to the top salary step, which aids those who no longer receive annual step increases, the union also sought an extra increase for certain lower-paid titles. In addition to the CLT/aHEO salary differentials for advanced degrees, described above, on March 19, 2010, the salary schedule for full-time Lecturers will be increased by \$1,000 per step and salary enhancements will be implemented for teachers in the CUNY Language Immersion Program. Also, maximum salaries for the Law Library Professor title series will be equated to the maximums of the Law Professor series.



Librarian Bonnie Nelson speaks at the John Jay chapter meeting on the settlement. At left is Holly Clarke, an adjunct in the Department of Public Management.

the gross inequity between adjunct salaries and full-time salaries, the union sought and management agreed to a higher percentage increase for the top steps of adjunct titles. It's a modest gain, and much work on achieving adjunct pay parity remains to be done.

4 If the contract is ratified, when can I expect to receive retroactive pay and see a salary increase?

CUNY will begin meeting with State and City payroll officials once ratification is completed. At this time, management has not specified when payment will be made. After ratification of previous contract settlements, payment of raises and retroactive pay has taken several months, in part because of the complexity of the calculations required. Based on past practice, increases could be paid in late 2008/early 2009. While this is a management responsibility, the union will press for payments to be made as soon as possible. As more information becomes available, it will be posted on the PSC website and announced in the union's weekly e-mail bulletin (sign up at www.psc-cuny.org/ThisWeek.htm).

replacement with pay increases awarded at management's discretion; unlimited hiring into non-tenure-track titles; reduction in job security for HEOs; and reduction in annual leave. All of these demands were defeated.

The union did agree to establish a new non-tenure-track title, "Clinical Professor," after members in certain fields expressed a need for faculty with clinical experience. To avoid erosion of tenure, the union insisted on limiting the number of hires and capping the years an individual may serve in the new title. Currently, University-wide, non-tenure track lines are capped at 80 (the total for Distinguished Lecturers). Under the terms of the new contract, the total for Distinguished Lecturers and Clinical Professors will be capped University-wide at 125, and an individual may serve in these titles for no more than seven one-year appointments. Increasing the cap on non-tenure-track lines by 45, creating the Clinical Professor title and extending the maximum time for a Distinguished Lecturer from five to seven years are the only new contractual terms that originated in management demands.

Additional pay hike on the top salary step

contract

12 How do the proposed PSC salary increases compare to those negotiated for UUP (the SUNY faculty union) or for other NYC unions?

UUP's contract is for four years and all its members received across-the-board salary increases of 3%, 3%, 3%, and 4% per year for the period from July 2007 through July 1, 2011. Full-time SUNY/UUP instructional staff titles do not have salary step schedules like CUNY titles, so 1% per year is negotiated for additional, "discretionary" salary increases. (See www.uupinfo.org/contract/4TentPactFAQ0711.pdf.)

The PSC contract is for three years and one month. The across-the-board salary increases received by all PSC members compare favorably to the first three years of the UUP settlement. Increases to top steps in the PSC contract add to this favorable comparison. Annual salary steps in the PSC contract, which CUNY management fought unsuccessfully to eliminate, add 3.5% to 4.5% salary per step for those who receive them and, according to New York State, are worth about 1.4% per year across the whole bargaining unit.

Recent contracts covering different NYC municipal employees have been for varying amounts and for varying lengths of time. The PSC contract falls within the City "pattern" bargained with other civilian unions. In general, across-the-board salary increases have averaged between 3% and 4% per year, with somewhat more for "uniformed" workers. The United Federation of Teachers contract, for example, provided a 2% across-the-board increase in October 2007 and a 5% across-the-board increase in May 2008 and expires 17.5 months later without another across-the-board increase. (See www.uft.org/news/teacher/top/an_early_contract/.) During the same time period, the PSC contract provides for a 3.15% salary increase and a 4% salary increase.

13 Why do the salary increases for the second and third years come in October, rather than September 20, the date of the first increase?

By agreeing to the slightly later effective dates we were able to create enough money to fund three benefits that would otherwise have been impossible: the paid parental leave fund, the recruitment and retention fund (whose uses will reflect union and University priorities, including support for new parents), and the renewal of the Adjunct Professional Development Fund. Within the confines of an economic package on which both the City and State showed absolutely zero flexibility,

we found a way to enable a breakthrough on family support and renew vital research support for adjuncts. By deferring the second and third year raises by a few weeks, we collectively create benefits of lasting value on which future contracts can build.

14 How, exactly, will the parental leave benefit work?

Thanks to an intense organizing campaign, the tentative contract includes enough money over the next three years to fund up to eight weeks of paid leave for both mothers and fathers of both newborn and adopted children up to one year of age. This would apply equally to all full-time faculty and staff. At the last moment, however, the State refused to approve a contract containing this benefit unless it was contingent on the passage of legislation for an entirely different family leave benefit in Albany. As *Clarion* goes to press, that legislation has not

passed, but the union is determined to use this money to support employees who become parents. We are trying to get a benefit in place for the fall; we will update members on details as they develop and will call on members, if necessary, to organize in support.

15 How will the sick leave bank and dedicated sick days work?

This new benefit will allow full-time faculty and staff the option of redistributing some of their sick days to colleagues in need. It will be modeled on existing policies of the City of New York with two options. Under the dedicated sick leave option, members will be able to contribute sick days to a specific colleague who does not have enough sick days to cover a chronic or catastrophic illness. Under a second option, members may choose to participate in a sick leave bank, contributing anonymously to those in need and being able to draw on the bank when necessary. At present, there is agreement on establishing a sick leave bank and dedicated sick leave policy for full-time employees, both faculty and staff. A labor-management committee on implementation will discuss the options and structure of this benefit; the union is working for inclusion of part-time faculty and staff, who cannot now accrue sick leave.

16 What does it mean that I can use three accrued sick days annually for care of an ill family member?

One of the human needs most frequently cited by PSC members is the ability to care for a sick family member without losing pay. Under the

new agreement, up to three days of "temporary disability" leave (the contract's term for sick leave) accrued under Article 16.2 will be available each year for the care of an ill family member. This improvement will also extend to employees in the Continuing Education Teacher title who are able to accrue sick leave (such as CLIP faculty) under Section 5b of the supplemental agreement on Continuing Education.

17 Is there additional money for the Welfare Fund in this contract?

The new contract provides for an addition of \$50 per annum in CUNY's contribution to the Welfare Fund for each covered active and retired member. This modest increase will help the Fund remain financially sound, but will not allow for benefit enhancements. There are other negotiations underway that could further enhance the Welfare Fund's finances. The NYC Municipal Labor Committee (MLC) negotiates with the City of New York on health benefits on behalf of all municipal employees. One of the MLC's priority demands is for the City to extend its health coverage to include eligible CUNY adjuncts. The transfer of adjuncts to the City health plan would be a major financial benefit for the Fund.

18 The union announced priorities of extending health insurance to the uninsured and underinsured; did you succeed?

Extending City health coverage to eligible adjuncts, a high priority for the PSC, must be negotiated with the City of New York through the PSC's participation in the Municipal Labor Committee, as described above. Those talks have now begun. This year the MLC has identified City health coverage for CUNY adjuncts as one of its top demands. As a member of the MLC's Executive

Committee, PSC President Barbara Bowen has secured the support of other City unions for this much-needed reform.

The demand for doctoral employee health insurance on the basis of parity with SUNY was one of the PSC's priorities in this round of bargaining, and the union has continued to pursue it since the June 20 settlement. The two major hurdles – securing the funding and gaining agreement for inclusion in the State Student Employee Health Plan – have now been cleared, with a preliminary agreement between CUNY and the PSC.

The agreement under discussion is that eligible CUNY doctoral employees would join the State's existing plan on the same terms as doctoral employees at SUNY. This plan, while not perfect, represents a real improvement in the conditions of employment for CUNY doctoral students employed by the University, whether they are working as graduate assistants or adjuncts. Eligibility does not depend on one's academic program. Under the SUNY plan, premiums for individual coverage are subsidized at 90% and premiums for family coverage are subsidized at 75%. (For more information, see www.gseu.org/pdf/bensum07.pdf and www.psc-cuny.org.)

Important details, including the critical element of the start date, are not yet resolved. The PSC will continue to provide information as soon as it becomes available.

19 What is meant by a pilot program of student mentoring?

This could turn out to be one of the most exciting features of the proposed contract. The premise is that CUNY students are entitled to the same kind of one-on-one academic mentoring that is standard at private colleges – and that CUNY facul-

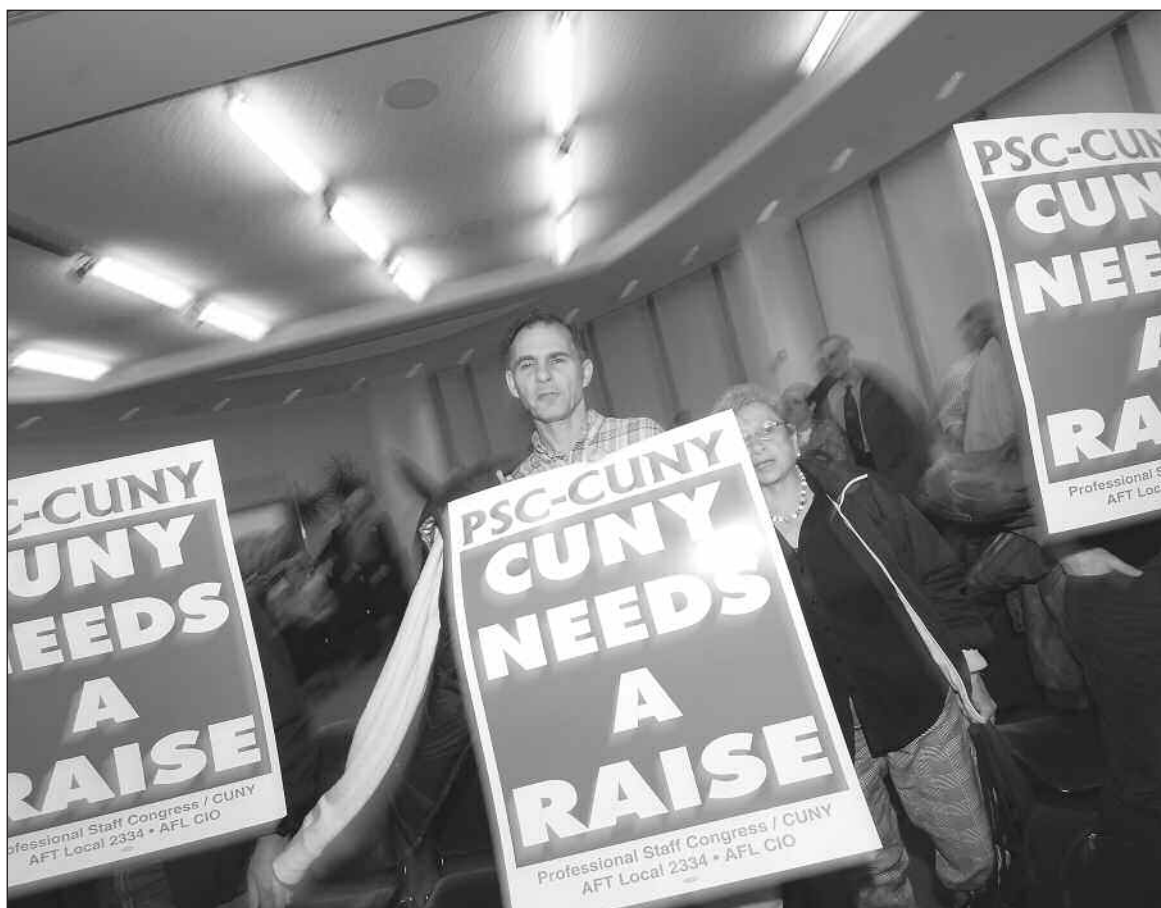
ty should have the time and support to provide it. During the 2008-2009 academic year a labor-management committee will design a pilot program, to be launched at a few colleges the following year. Participation will be voluntary.

The University has agreed to provide compensation for mentors, but the form of the compensation – whether time, money or other support – is still under discussion. CUNY already has some legendary mentors, both faculty and staff; if you are interested in contributing ideas for this pilot effort, please contact Kate Pfordresher at the PSC (kpfordresher@pscmail.org).

20 What's the significance of the right to use college e-mail for union communications?

This is an important victory. First at Kingsborough and then at LaGuardia, CUNY college administrators decided to bar union members from using college e-mail facilities for conducting union business and discussions. These restrictions were supported by CUNY central administration.

We believed that this prohibition was discriminatory, violated common practices on every campus and infringed on our First Amendment rights and academic freedom. The new policies also caused great resentment and discord at the colleges. Members organized to protect their rights and the PSC filed legal challenges. A favorable settlement was reached at Kingsborough through the Public Employee Relations Board (PERB). The union filed a First Amendment lawsuit, another PERB charge and a grievance on the LaGuardia ban. The new contractual provision clearly provides for PSC members' right to use CUNY e-mail facilities to communicate about union business, and we can now withdraw our legal proceedings.



The contract campaign took the PSC's message to the April 28 meeting of the CUNY Board of Trustees. Above, bargaining team members Steve Trimboli, a CLT at Lehman, and Marcia Newfield, an adjunct faculty member at BMCC.

Union organizing step 1



Gary Schoichet

February 2007: bargaining begins

In November 2006, the PSC's Delegate Assembly (DA) began discussion of the union's demands for a new contract. Local chapter discussions helped shape the delegates' deliberations, which continued in December and January. In February 2007, the DA approved a list of demands, and contract talks started with CUNY management. The union put forward a focused list of 31 demands – about half as many as in the last round of bargaining – in the interest of reaching a new agreement as quickly as possible. But while negotiations began more than seven months before the old agreement expired, management made no financial offer in the first 15 months of talks. Above, PSC and management negotiators (left and right, respectively) face off at the first bargaining session.



Dave Sanders

Member-to-member outreach

The basic building block of the union's contract campaign was one-to-one contact among union members. Local campus activists asked coworkers to sign a petition supporting the PSC's proposals and opposing management's demands for concessions.



Dave Sanders

Thousands sign petitions

A total of 5,534 faculty, staff and students signed the petition in support of the union's demands, and on September 19, 2007, union members marked the expiration of the old contract by delivering it to CUNY headquarters on 80th Street. PSC President Barbara Bowen hand delivered the originals to Chancellor Matthew Goldstein, while, outside, members carried giant placards filled with the signers' names. That night the PSC union hall was packed for "Our CUNY vs. Their CUNY," a cultural event that contrasted union and management visions for the University's future.



Gary Schoichet

Mass meeting at Cooper Union

On October 30, nearly a thousand PSC members turned out for a mass membership meeting in the historic Great Hall at Cooper Union. A presentation by PSC First Vice President Steve London showed that CUNY pay scales had fallen by as much as 50% in real dollars since the 1970s. "We have become less competitive, just as we are attempting to hire a whole new generation of faculty," London said. President Barbara Bowen laid out the union's long-term contract strategy, with key issues in this round of negotiations including progress toward competitive salaries, paid family leave, and part-timer health insurance and job security. PSC Treasurer Mike Fabricant and Secretary Arthurine DeSola called on members to go back to their campuses and get involved in local organizing.

Department chairs speak out

The concessions demanded by CUNY management pointed to a sweeping effort to centralize power in the University: removing department chairs from the union; replacing salary steps with raises at the college president's discretion; unlimited hiring on non-tenure-track lines; slashing HEO job security; and more. Department chairs spoke out against this attempt to undermine their independence; in a series of meetings with union leadership, chairs said that continued union membership is vital to their ability to effectively represent their colleagues.



Pat Arnov

Building support for parental leave

A member committee on paid parental leave began to build a CUNY-wide network in support of this demand. In February 2008, PSC members and their children came out for a Valentine's Day organizing push on 13 campuses. More than 4,000 faculty, staff and students signed postcards that urged CUNY to "Stop breaking our hearts – give us time with our families!"



Michelle Calderon

by step

Graduate health insurance

A demonstration at the Graduate Center on March 18 (below), jointly organized by the PSC and the Doctoral Students' Council Adjunct Project, demanded action on graduate health insurance. Unlike SUNY, CUNY does not provide health insurance for its graduate employees – and the protesters demanded that CUNY step up and provide coverage. The March 18 protest was in full swing when Chancellor Goldstein arrived for a meeting at the Graduate Center. In the meeting, when PSC members pressed the chancellor on the health insurance issue, he made his first public commitment to fund broad coverage.



Peter Hogness

Adjunct job security

Even if adjuncts have worked at CUNY with an excellent record for 10 or 20 years, their jobs are still insecure. The union demanded that this change by enabling adjuncts to earn a Certificate of Continuous Employment. A petition in support of this reform was signed by 1,200 members, but management remained intransigent. The union did win 100 conversion lines for long-serving adjuncts, along with other part-timer improvements, but did not achieve deeper structural change in this agreement.



Lisa Quiñones

Saying no to management's agenda

Local organizing on many campuses made clear faculty and staff opposition to management's demands. "Hands off department chairs" and "Hands off salary steps" were the twin themes of a December protest at BMCC – a "silent march" that grew in size as it moved through the college's corridors. By the end of Spring semester, CUNY management had signaled that they were willing to drop the demand on department chairs, acknowledging to the PSC that the issue had proved to be a "third rail" for union members. "How did they know that?" asked President Bowen. "They knew it because you organized and made them feel the pressure."



Lisa Quiñones



Pat Amow

Developing local leaders

In March, the PSC held a two-day leadership training session with activists from every college at CUNY. The meeting "had a little of everything we needed to really gear up the organizing on our campus," said Nikki McDaniel of Bronx Community College. The next month, the PSC launched a week of action on the contract, with protests at a dozen CUNY colleges.

"CUNY Needs a Raise!"

That was the main theme during Contract Action Week in April, and union members delivered the message through leaflets, petitions and picket lines. At left, members of the PSC and DC37 at the College of Staten Island join together to demand a pay increase.

First steps in the ratification process

By PETER HOGNESS

On June 19, PSC and CUNY negotiators stayed at the bargaining table 'til midnight – and then kept going. At 4:00 in the morning on June 20, they decided to take a break. The two sides reconvened four hours later, and by 10 am they had reached agreement. The CUNY Trustees' Executive Committee approved the settlement later the same day.

It was the end of a two-week period of intense negotiations and more than 16 months of bargaining. It also marked the start of an extended ratification process. Before a tentative contract can become final, it must first be examined and approved by the PSC's Executive Council (EC), its elected delegates, and its rank and file.

On July 1, the 27-member EC voted unanimously to recommend the agreement to the PSC Delegate Assembly (DA). "I really want to commend the bargaining team for a job well done," said Donna Gill, a higher education associate at Hunter and an EC member. "In this economic environment, they got us the best contract anyone could."

JUST IN TIME

The agreement was reached just four days before the State Legislature adjourned for the summer, with no plans to reconvene until the fall. Union negotiators "were working hard to finish it in time for the Legislature to pass a pay bill," Gill told *Clarion*; the funding legislation was then approved and signed by the governor in record time. A few days delay in negotiations would have meant several months of additional delay before members could receive raises or retroactive pay.

"Winning a fund for paid parental leave was quite an achievement," said Peter Jonas, one of the EC's two retiree officers. "It was very much the result of a grassroots push, which shows how this is a membership-driven organization."

Also important, Jonas said, was blocking "the incredible demands that the University was pushing – removing chairs from the union, separate salary scales for HEOs, discretionary pay raises. All these were stopped."

PROS & CONS

The PSC's Delegate Assembly discussed the settlement at its meeting on July 1. PSC President Barbara Bowen presented the agreement, citing its raises and additional raises for the top step, equity increases, parental leave provisions, sick leave bank, 100 conversion lines and more. After a lengthy and intense discussion, union delegates supported ratification with a vote of 92 in favor, 13 opposed and 7 abstentions.

Discussion at the DA covered a wide range of issues, with salary among the first points to get attention. While praising the agreement overall, Anselma Rodriguez, a high-

Exec, DA discuss & OK accord



Lizette Colón, chapter chair at Hostos, at the July 1 Delegate Assembly.

er education associate and delegate from Brooklyn College, questioned whether raises in the proposed contract would meet inflation.

Bargaining team members Stanley Aronowitz, an EC member, and Steve London, PSC first vice president, responded that under this agreement, most PSC members will see their pay go up by more than the rate of inflation – often substantially more. Step increases add 3.5% to 4.5% per step for those who receive them. (See FAQs #1-3 and #12, pages 4-5.) For those at the top of their salary scale, the concentrated raises to the top step will also bring them ahead of the rising cost of living, Aronowitz said. "So I would dispute that we settled this below inflation."

"This is a serious problem for public workers," he added. "The City has used settlements with the larger unions, like DC37, to impose patterns that we find unacceptable." But even within a constricting pattern, Aronowitz said, the PSC structured the economic package to the benefit of its members.

"I'm not at the top step, so I won't benefit yet like some of my colleagues," said Michael Barnhardt, a full professor and delegate from Kingsborough. But, Barnhardt said, a large number of union members are in that position. "The vast majority of faculty at Kingsborough are very solidly behind doing more for

those at the top step," he said. "It is an equity issue and had gone unaddressed in many different negotiating periods."

"I've worked at Hostos Community College for 27 years, and I have been a lecturer since I was hired," said Lizette Colón, a PSC community college officer. "So you can imagine the impact of this contract on people like me, many of us people of color." But while she urged ratification of the agreement to secure this and other gains, Colón also urged delegates to think beyond their own group. "As a lecturer I'm stuck and I'm broke," she said. "So I can only imagine what it's like for adjuncts."

ADJUNCT ISSUES

It was adjunct equity that sparked the delegates' most intense discussion. Several part-timers argued that the settlement was inadequate on adjunct issues, such as job security, pay and health insurance and urged the DA to reject it. Adjuncts on the Executive Council, all of whom voted to recommend the agreement, countered that the contract should be ratified for the gains it does contain, and that unresolved adjunct issues could be won only through a redoubled fight in the future.

"This contract increases inequality in pay," objected Sándor John, an adjunct and delegate from Hunter, emphasizing that percentage-based raises give less to those with lower

salaries. Adjuncts at the top step will get a larger percentage raise, but John said this takes adjuncts too long to achieve: "How long does it take us to reach that top step? A rough calculation is 12 years."

The PSC's top priority on adjunct issues was job security, with a demand that long-serving adjuncts be able to earn a Certificate of Continuous Employment (CCE) as full-time lecturers do. But while the settlement provides for 100 new conversion lines and other part-timer improvements (see FAQs #3, 6-8), the union won neither a CCE nor longer terms for adjunct appointments.

"Many of you have been unemployed," said Lenny Dick, an adjunct and union delegate from Bronx Community College. "Now think of what it's like to have your job insecure for 10 years, or 20." Dick and others urged rejection of any contract that would not do better than the 100 conversion lines that come with this settlement. "We all know, in this room, that 100 lines does nothing" for most adjuncts, argued Jen Gaboury, an adjunct at Hunter.

"Adjuncts are casual labor, and it's horrendous!" said Mike Vozick, an adjunct for 14 years at BMCC. "The main thing I urge is that we not approve this today," he told the DA. "Let's listen to all the voices, and do our organizing on deeper principles."

In response, others warned that a "no" vote could leave the union in a weaker position. "If we stay at the bargaining table 'til the cows come home, we may find that the budget passed by the State Legislature has evaporated," said Stanley Aronowitz, a bargaining team member. With "the continuing crisis in the fiscal situation," Aronowitz said, the State and City might cut back the funding for a settlement.

"We have to ask what it is going to mean if we vote this contract down," said Lorraine Cohen, chapter chair at LaGuardia. "Is it going to mean hundreds or thousands more people in the streets?" Increasing the union's power requires a prolonged effort, Cohen said.

Delegates on both sides of the debate voiced support for strengthening organizing efforts on adjunct issues. "What I would like to take back to adjuncts is a plan to really address the inequities in being an adjunct," said Blanca Vásquez, an

adjunct at Hunter. "So I can say, look, there's a real dedication to change."

"We need to take the energy in this meeting tonight and get this many people picketing at 80th Street," said Marcia Newfield, an adjunct at BMCC for 20 years and a bargaining team member. Newfield urged a "yes" vote on the agreement, citing gains such as the \$1.5 million for the adjunct professional development fund and progress toward graduate health coverage.

STRUCTURAL CHANGE

PSC Treasurer Mike Fabricant said that within a relatively short contract campaign, the union had won significant gains. "Parental leave, graduate health insurance – the progress on these is based on our organizing," said Fabricant, and the same was true of pushing management demands off the table. Gains on adjunct job security, he said, mean "fundamentally overhauling the structure of this University. That's an enormous undertaking and will take an enormous effort."

In addition to the 125 members of the Delegate Assembly, 55 other PSC members also attended – mostly graduate assistants and adjuncts,

Intense discussion followed by a strong endorsement

many with signs or stickers urging a "no" vote. Elected delegates were given priority in speaking, and throughout the evening they lined up at the microphone to ask questions or say their piece. Toward the meeting's end, the DA voted to let a half-dozen non-delegates speak, who had symbolized their frustration by putting their "Guest" stickers over their mouths.

Most who then took the floor, like Jen Gaboury, were graduate students. Many raised questions about the emerging terms for graduate health insurance – on which the PSC had continued negotiations after the June 20 settlement.

In a July 11 update to delegates, PSC President Barbara Bowen wrote that the "two major hurdles – securing the funding and gaining agreement for inclusion in the State Student Employee Health Plan – have been cleared." The program will be open to doctoral employees regardless of discipline, Bowen said. Other important details, including the critical element of the start date, are still under discussion (see FAQ #18 for details).

Clarion CONTRACT SPECIAL / SUMMER 2008

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PSC negotiators' views

The PSC bargaining team was led by President Barbara Bowen, the union's chief negotiator. Executive Director Deborah Bell and the union's outside counsel, Irwin Bluestein of Meyer, Suozzi, English & Klein, served as advisors.



Pat Arnov

IRIS DELUTRO

The sick leave bank is an important gain. It will be comforting to know that if we have the misfortune of becoming seriously ill, that there is a sick bank that we can rely on. I know too many people who could have benefited from a sick bank in the past and feel strongly that this is one of our most important advancements in this contract.



Pat Arnov

BOB CERMELE

I am amazed at the amount of work and attention to detail by the PSC leadership that is necessary to extract every dollar that is due us despite the restrictions of the rigid financial box in which we were placed.

I am appalled at CUNY's extraordinary resistance to some of our demands, especially demands on adjunct job security where we could not make any real progress. This resistance is of the same degree of intensity as our rejection of discretionary pay or removing department chairs from the union.



Bruce Cotler

STEVE LONDON

This contract is good for the members and for our students. Given the bad economic climate, it provides for substantial salary increases, especially at the top step. We maintained salary steps which provide newer faculty and staff with 3.5% to 4.5% annual increases in addition to the across-the-board raises. These advances will help CUNY retain and recruit highly qualified and committed faculty. This contract also guarantees the union's right to communicate with members using CUNY e-mail facilities. We won this because members at LaGuardia, Kingsborough and Hostos challenged bans or limitations on the union's right to free speech.



Peter Hogness

ARTHURINE DESOLA (far right)

When collective bargaining began, management demands for the Higher Education Officer series included: a decrease in the number of HEOs in the bargaining unit; creating part-time HEO positions; elimination of the salary step system; additional workload without compensation; and weakening Article 13 on multiple-year appointments and Article 18 on professional evaluations. The last two would have slashed HEO job security. But through our collective action, all of management's demands were defeated.



Gary Schoichet

MARCIA NEWFIELD

After being presented with our petitions, CUNY offered 50 conversion lines in this round; after last-minute phone calls from union members, and intense pressure from the bargaining team, they raised this to 100.

Of course, with only 100 lines available, a small minority of those who deserve one will get it. Is something better than nothing? I believe that it's worth ratifying the contract for this gain plus the other adjunct gains: professional development funding, top-step increases, substitute bridging and increases to CLIP teachers.

Health insurance for graduate assistants and City health coverage for adjuncts are under discussion in Albany and with City government, outside the contract, and organizing on these issues has strengthened our position.



Peter Hogness

STANLEY ARONOWITZ

The contract campaign pushed back on management's most regressive demands. And despite the obstacles imposed by "pattern" bargaining and the Taylor Law, we won a paid parental leave fund – the first public union in New York to do so – and made other advances. The contract represents a creative effort to make gains within an almost impossible situation.

The future of the University depends on addressing the chronic underfunding of CUNY, the material basis of the casualization of increasingly large sections of our labor force, our oversized workloads and uncompetitive salaries. To win that fight, we need to convince CUNY's 225,000 students, their families and their communities that our demands are in their interests.



Gary Schoichet

ANNE FRIEDMAN (far right)

Racing against the clock to meet a 10:00 am deadline in the final 24 hours of bargaining, the two negotiating teams met in a pressure-cooker atmosphere. Up against State power, it was maddening to be blocked from spending available money in ways that meet our priorities. The growing tension challenged us to remain steadfast and unified, but we held out for a principled agreement that rejected CUNY's regressive demands and makes significant advances for our members.



Peter Hogness

DIANE MENNA

Although we appreciate the accomplishments of this contract settlement, including the 100 conversion lines, part-time faculty cannot help but be greatly disappointed that no movement in job security for contingent faculty was achieved in this round. This is a non-economic issue, so the administration's total intransigence cannot be attributed to financial concerns; instead, it is due to a desire to maintain an underclass of exploitable workers. If this is ever going to change, we must redouble our efforts to educate our members, organize and build a real movement.



Pat Arnov

STEVE TRIMBOLI

As a CLT and cross-campus representative, I have a special attachment to the CLT/aHEO differential provision in the new agreement. It provides money to those full-time members of the professional staff who are on a lower pay scale than faculty and other HEO titles, in exchange for the value that their advanced degrees bring to CUNY. Given the parameters we had to work within, this agreement is a great accomplishment.



Jon Richard Fleming

MIKE FABRICANT

Ultimately there was a powerful relationship between our organizing work and what we were able to win. That was made visible in negotiating sessions when members came to argue for particular demands – for instance, pregnant faculty members coming to argue for the importance of paid parental leave. The local campus-based organizing and the campaigns on specific issues were both critical. I don't think we would have made the headway we did on parental leave, or adding money to the top step, without those campaigns. That's also true of the progress on graduate employee health insurance.

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

1. Term of the Agreement: The term of the agreement shall be from September 20, 2007 through October 19, 2010.

2. Continuation of Terms: The terms of the 2002-2007 PSC/CUNY collective bargaining agreement shall be continued except as modified by this Memorandum of Agreement. (Article and section numbers referenced below refer to the 2002-2007 collective bargaining agreement).

3. Across-the-Board Salary Increases:

a. 3.15% effective September 20, 2007

b. 4% effective October 6, 2008, compounded

c. 3% effective October 20, 2009, compounded

d. Effective October 20, 2009, an additional increase of 3.1% compounded on 3.b. above shall be applied to the top step of the salary schedules of all annual titles with salary steps.

Effective October 20, 2009, an additional increase of 1.04% compounded on 3.b. above shall be applied to the salary rates of all incumbent employees in annual titles with salary ranges and all incumbent employees in Adjunct titles in the Law School.

Effective October 20, 2009, an additional increase of 5.75% compounded on 3.b. above shall be applied to the top step of the salary schedules of the following non-full-time titles: Adjunct Lecturer; Adjunct Assistant Professor; Adjunct Associate Professor; Adjunct Professor; Adjunct College Laboratory Technician; Adjunct Senior College Laboratory Technician; Adjunct Chief College Laboratory Technician; Non-Teaching Adjunct (I-V).

e. Retroactive pay will be paid to employees for such time as they were in active pay status during the periods specified in this paragraph, as follows:

(i) For the period September 20, 2007 to the date upon which the new salary schedules are implemented, employees will receive retroactive salary equal to 3.15% per annum on the September 19, 2007 salary rate.

(ii) If the new salary schedules are implemented later than October 6, 2008, for the period October 6, 2008 to the date upon which the new salary schedules are implemented, employees will receive retroactive salary equal to 4% per annum on the October 5, 2008 salary rate as increased pursuant to paragraph 3.a above.

(iii) In calculating the retroactive pay provided for in paragraphs 3.e (i) and (ii), the January 1 and July 1 step increases that employees may have received will be adjusted by the 3.15% and 4% compounded increases respectively.

4. Welfare Fund: Articles 26.1 and 26.4 will be amended to provide that, effective September 20, 2008, CUNY agrees to increase the annual contribution by an additional \$50 per capita for each eligible active employee and each eligible employee separated from service.

5. Adjunct Professional Development Fund: Article 33.6 will be amended to provide that effective each of the following dates CUNY will provide the sum of \$500,000 to the Adjunct Professional Development Fund: September 28, 2008; October 5, 2009; and October 5, 2010. 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 (Appendix C).

6. Lecturer Salary Schedule: Effective March 19, 2010, each step on the Lecturer salary schedule (Article 24.6) shall be increased by \$1,000.

7. CLT series/Assistant to HEO Differentials for Advanced Degrees:

a. Effective March 19, 2010, College Laboratory Technicians, Senior College Laboratory Technicians, Chief College Laboratory Technicians, and Assistants to Higher Education Officer who hold a master's degree from an accredit-

ed university in a field related to their job duties shall receive a \$1,000 annual salary differential.

b. Effective March 19, 2010, College Laboratory Technicians, Senior College Laboratory Technicians, Chief College Laboratory Technicians, and Assistants to Higher Education Officer who hold a doctoral degree from an accredited university in a field related to their job duties shall receive a \$2,500 annual salary differential.

8. PSC-CUNY Research Awards: Effective March 19, 2010, CUNY will provide the sum of \$3,704,218 for PSC-CUNY Research Awards (Article 25.1).

9. Additions to Gross: The increases set forth in paragraphs 6, 7, 8 above and 18 below are in lieu of additions to gross and the total cost therefor shall not exceed the value of 0.11% of payroll effective January 13, 2006 (City) and January 18, 2006 (State), including spinoffs and pensions.

10. Law School Library Professors: Effective with the Fall 2009 semester, the top of the salary range for faculty members serving in the Law School Library series shall be raised to be equal to the top of the salary range for the comparable Law School Professor series title (Article 35.1).

11. Retiree Access to Electronic Mail: Article 27.7 will be added to provide that members of the instructional staff who retire shall have access to CUNY electronic mail addresses, subject to compliance with the University's policies and procedures relating to electronic communications. The parties will meet to discuss issues regarding implementation of this access for retirees.

12. Electronic Mail: Effective upon ratification of this agreement, Article 7.2 shall be amended to read as follows: "The PSC shall be permitted to use all college mailroom and electronic mail facilities for the distribution of PSC communications."

13. Student Mentoring: A labor-management committee will be convened to design a pilot student mentoring program for trial implementation in the Fall of 2009. The voluntary pilot program will be designed to enhance the educational experience of students and to assist in student retention and will include appropriate compensation for mentors.

14. Adjunct Enhancements:

a. Tuition Remission for Adjunct Instructional Staff:

(i) Amend Article 29.3 to provide that effective the Fall 2008 semester, substitute service immediately preceded by and immediately followed by adjunct service shall be counted as continuous adjunct service for the purpose of determining eligibility for tuition remission. Substitute service in academic year 2007-2008 shall be considered qualifying toward this benefit.

(ii) Amend Article 29.3 to provide that effective the Fall 2008 semester, an adjunct who has taught one or more courses at the same college for ten consecutive semesters (not including summer session) and who is appointed to teach a course of not fewer than three contact hours per week in a Fall or Spring semester shall be granted tuition remission for up to one course in that semester.

b. Adjunct Health Benefits: Amend Article 26.6 to provide that effective the Fall 2008 semester, substitute service immediately preceded by and immediately followed by adjunct service shall be counted as continuous adjunct service for the purpose of determining eligibility for health insurance benefits under this section. Substitute service in academic year 2007-2008 shall be considered qualifying toward this benefit.

c. Movement Within Salary Schedule For Adjuncts: Amend Article 24.2 b) 1) to provide that effective the Fall 2008 semester substitute service immediately preceded by and immediately followed by adjunct service shall be counted as continuous adjunct service for the purpose of determining eligibility for movement within schedule. Substitute service in academic year 2007-2008 shall be considered qualifying toward this benefit.

d. Adjunct Appointment for both the Fall and Spring semester: Amend Article 10.1 (a) 3. to provide that effective the Fall 2008 semester, where an adjunct's continuous appointments are immediately followed by an appointment to a Substitute full-time position on the instructional staff with no break in service, and the period of Substitute service is immediately followed by continuous appointment to an adjunct title with no break in service, the period of adjunct service immediately preceding the Substitute appointment will be added to the continuous adjunct service immediately following the Substitute service, as though there were no break in adjunct service, for the purpose of determining eligibility for appointment for both the following Fall and Spring semester.

e. Teaching Observations: Amend Article 18.2 (b) 2. e) to provide that effective the Fall 2008 semester, where an adjunct's continuous appointments are immediately followed by an appointment to a Substitute full-time position on the instructional staff with no break in service, and the period of Substitute service is immediately followed by continuous appointment to an adjunct title with no break in service, the period of adjunct service immediately preceding the Substitute appointment will be added to the continuous adjunct service immediately following the Substitute service, as though there were no break in adjunct service, for the purpose of determining eligibility for teaching observation at the request of the chairperson or the adjunct.

15. Distinguished Lecturers and Clinical Professors:

a. Distinguished Lecturers: Article 11.7 shall be amended to provide that effective September 20, 2007, the maximum length of service for Distinguished Lecturers shall be increased from five to seven years; except that those Distinguished Lecturers who reach the seven-year limit during the term of the 2007-2010 collective bargaining agreement, or prior to the conclusion of negotiations for a successor to the 2007-2010 agreement, may be reappointed at the discretion of the College through the end of the academic year during which a successor to the 2007-2010 agreement is concluded.

b. Clinical Professors: Effective with the start of the 2008-09 academic year, CUNY will establish a Clinical Professor title, covered by the collective bargaining agreement and included in Article 1. The Clinical Professor title will also be added to Article 11. The Clinical Professor title will be a non-tenure-bearing faculty position with one-year appointments subject to annual reappointment. The maximum length of employment in this title shall be seven years. The salary range for the title will be from the minimum of the Lecturer schedule to the seven-year step on the Professor schedule. The position will be a full-time faculty position, the responsibilities of which will include teaching (including, in some cases, clinical instruction), and may include research. The workload for Clinical Professors will be the same as that of Professors in the college to which they are appointed.

The parties agree to reconvene regarding the applicability of the "Clinical Professor" title to the Medical School and Law School title series in Articles 34 and 35, respectively.

c. Total of Distinguished Lecturers and Clinical Professors: The total number of Distinguished Lecturers and Clinical Professors combined shall not exceed 125 at any one time University-wide. Article 11.7 shall be amended to conform.

16. Paid Parental Leave: Effective September 28, 2008, CUNY will contribute \$750,000 to create a fund to provide a parental leave benefit for full-time employees on a continuous leave of absence to care for a newborn or newly adopted child up to one year of age for a period not to exceed eight weeks. CUNY will make second and third annual cash contributions of \$750,000 to this fund effective October 5, 2009 and October 5, 2010, respectively. The payments to this fund and the benefits provided by this fund will sunset at the end of the 2007-2010 collective bargaining agreement unless the parties agree otherwise. The parties retain the option to negotiate regarding continuation in successor agreements. If at the end of this agreement there are any remaining dollars in the fund, the parties will agree on the utilization of these remaining dollars.

The parties agree that the creation of this program is subject to enactment of New York State legislation on paid family leave. If the legislation is not enacted, the parties will reconvene regarding the use of this funding; the disposition of the funding will be subject to mutual agreement.

17. Recruitment and Retention: Effective September 28, 2008, CUNY will contribute \$750,000 to establish a fund to be dispersed on mutually agreed upon initiatives, consistent with the Union's and the University's priorities. CUNY will make second and third annual cash contributions of \$750,000 to this fund effective October 5, 2009, and October 5, 2010, respectively.

The payments to this fund and the benefits provided by this fund will sunset at the end of the 2007-2010 collective bargaining agreement unless the parties agree otherwise. The parties retain the option to negotiate regarding continuation in successor agreements. If at the end of the agreement there are any remaining dollars in the fund, the parties will agree on the utilization of these remaining dollars.

18. CUNY Language Immersion Program ("CLIP") Teachers Salary: The parties agree that, pursuant to paragraph 9 above, funds will be available for salary enhancements for CUNY Language Immersion Program teachers effective March 19, 2010.

19. Temporary Disability Leave:

- Article 16 will be amended to provide for a Dedicated Sick Leave Policy and a Sick Leave Bank for full-time instructional staff, modeled after the policies promulgated by the City of New York. A labor-management committee will be convened to discuss outstanding issues.
- Article 16.2 will be amended to permit the use of up to three days of accrued temporary disability leave annually for the care of an ill family member, consistent with applicable rules and procedures. This change in leave usage will be effective upon ratification.
- Section 5.b of the Supplemental Agreement on Continuing Education shall be amended to permit the use of up to 3 days of accrued sick leave annually for the care of an ill family member, consistent with applicable rules and procedures. This change in leave usage will be effective upon ratification.

20. Supplemental Agreement on Continuing Education: The parties agree to incorporate such provisions of this Memorandum of Agreement as appropriate into the Supplemental Agreement on Continuing Education and to make such changes as appropriate to specific Articles of the 2007-2010 collective bargaining agreement referenced in "Applicable Provisions" (Section 8 of the Supplemental Agreement on Continuing Education).

21. 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.

22. 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.

23. 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.

24. Approval and Ratification: This Memorandum of Agreement is subject to approval by the Board of Trustees of The City University of New York and 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.

25. 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
Matthew Goldstein
Chancellor

For the Professional Staff Congress/CUNY
Barbara Bowen
President

Letter on Conversion Lines

July 22, 2008

Dr. Barbara Bowen
President
Professional Staff Congress/CUNY
61 Broadway, Suite 1500
New York, New York 10006

Dear Dr. Bowen:

I write to inform you of my intention to create 100 full-time Lecturer lines over a two-year period that would be available to adjunct instructional staff. This initiative will take the following form:

- Subject to budgetary ability, I will distribute to the colleges up to 50 full-time Lecturer lines during the 2008-2009 academic year with as many as possible to be filled at the beginning of the Spring 2009 semester. The balance of the total of 100 full-time Lecturer lines would be filled in the 2009-2010 academic year. To which colleges these lines are distributed is within my sole discretion, as is the distribution of other lines.
- The Presidents of the colleges that receive these Lecturer lines will allocate them at their discretion to college departments.
- In addition to meeting the qualifications for the position, to be eligible to apply for these Lecturer lines, an adjunct instructional staff member must have taught as an adjunct in the department that receives these lines or

have taught a related course in a different department of the same college for 8 of the 10 most recent semesters (excluding summer session) and in 7 of those 10 semesters must have taught at least 6 classroom contact hours during the semester. Substitute service and service in the visiting professor series immediately preceded by and immediately followed by adjunct service shall be counted as continuous adjunct service for meeting the 8 out of 10 semester service requirement above. In addition, to be eligible, an adjunct instructional staff member must be teaching at least 6 classroom contact hours in the department during the semester in which the search is conducted. In the event the adjunct instructional staff member teaches only 3 classroom contact hours in the department during the semester in which the search is conducted, the college may apply to the Office of Labor Relations for a waiver of the 6 classroom contact hour requirement. A college may apply for such a waiver only in the event the department had to cancel one of the adjunct's scheduled courses prior to the beginning of the semester. In addition, the adjunct instructional staff member must have otherwise fulfilled the eligibility requirements.

- Searches to fill these Lecturer lines will be conducted pursuant to normal procedures, with the exception that the search will be limited to adjunct instructional staff members who fulfill

the eligibility requirements described above in the department that is conducting the search.

- Once one of these Lecturer lines is filled, it is to be treated in all respects like other Lecturer lines under the collective bargaining agreement, the University *Bylaws*, and other applicable rules and regulations.
- I expect the Chairs of the department to monitor these Lecturer lines for a period of three academic years beginning with the academic year in which the lines are filled. If a vacancy occurs in one of these Lecturer lines during that three-year period, I expect the vacancy to be filled in accordance with the procedures described above. A vacancy is not created by promotion, re-trenchment, or non-reappointment due to budgetary reasons.

This is a University initiative that is not part of the collective bargaining agreement and is not funded pursuant to the collective bargaining agreement. It is an exercise of the University's managerial prerogatives regarding hiring decisions, developed, in part, in response to issues that were raised by the Professional Staff Congress. As such, none of its terms are subject to the grievance procedure in the collective bargaining agreement.

Sincerely,
Matthew Goldstein
Chancellor

Three ways to cast your vote

By KARAH WOODWARD

Now that the tentative contract has been approved by the PSC's Executive Council and Delegate Assembly, the decision on ratification is in the hands of the union's rank-and-file members.

Ratification materials will be mailed on July 29. This year members can choose one of three options: voting by traditional mail-in paper ballot, voting online or voting by telephone.

The ratification vote is being administered by the American Arbitration Association (AAA), which provides election services for more than 300 unions nationwide and has handled all previous PSC contract ratifications and union-wide elections. In the last several years, AAA has developed effective systems for both online and telephone voting. "Many other organizations around the country have used this system and been very happy with it," said Jeff Zaino, vice president of elections for AAA.

VOTING OPTIONS

Voting by computer or telephone has been used successfully by unions such as the Communications Workers of America, Uniformed Firefighters Association, FedEx Pilots Association, United Transportation Union, United Faculty of Florida and other locals of the American Federation of Teachers.

Offering more than one way to vote will be especially helpful to members this year, PSC officers said, given that the con-

Must be received by Sept. 2

tract settlement was finalized during the summer months when many faculty are not on campus. The voting period extends into the first week of classes at most CUNY colleges, and the telephone and online options will make it easier for members who have been out of town to cast their ballots before the September 2 deadline.

For paper ballots, AAA has long assigned each member a unique identification number for ballot security. In voting by postal mail, members return their paper ballot in an envelope that has this number on the outside. This protects against repeat voting and ensures that ballots are cast only by eligible members.

Similarly, members who choose to vote by computer or phone will be asked to provide an identification number before they cast their ballot. Only AAA has the list of which members are assigned which numbers, and this information is not shared with the PSC. In this way your vote remains both secret and secure. (Each member's unique number, with detailed instructions for each voting option, will be sent to members by first-class mail, along with a copy of the Memorandum of Agreement (MoA) and other information.)

Online voting is also encrypted, to ensure confidentiality in transmission.

Members who vote by computer or telephone will be provided with a confirmation number after their vote is cast.

Ballots and other election information are being mailed out to all eligible PSC members on July 29. All votes must be received by AAA no later than 5 pm on Tuesday, September 2. AAA will count the votes on the following day, and results will be posted on the union website. PSC members interested in observing the count should contact Barbara Gabriel in 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 an active PSC member in good standing as of four months before ratification ballots are sent out – in this case, as of March 29. Employees of the Educational Opportunity Centers fall under a supplemental agreement and will have a separate ratification vote when that agreement is finalized.

CUNY Research Foundation Central Office employees are covered under a separate collective bargaining agreement that runs through 12/31/08. Under the PSC Constitution, retirees do not vote on contract ratification.

If you have not received a ballot by August 5 and believe that you are eligible to vote, please contact Barbara Gabriel or Donna Williams-DeVose in the PSC office, at (212) 354-1252.



AN ASSESSMENT

What we achieved in this contract

By **BARBARA BOWEN**
PSC President

In this special issue of *Clarion*, we present the proposed collective bargaining agreement between the Professional Staff Congress and the City University of New York. The proposed contract comes with the unanimous endorsement of the union's Executive Council and the overwhelming vote of the Delegate Assembly. On their behalf, I urge you to give it your support.

On pages 2-3 you will find a summary of the agreement prepared by the union. Full text of the legal document memorializing the contract settlement, the Memorandum of Agreement, is on pages 10-11, and is being mailed along with ballots and voting instructions to all members eligible to vote on ratification. The summary and the agreement are also available on the PSC website: www.psc-cuny.org.

THE UNION'S STRATEGIC PRIORITIES

One reason for the high level of support the proposed contract has received is that it delivers gains in almost every area prioritized by the union for this round of bargaining. First, it provides salary increases that make some progress toward competitive salaries at CUNY, even at a time of intense budget constraints for the City and State. The proposed contract, if ratified, will increase salaries across the board by 10.5% by October 2009 and provide additional increases to the top salary steps. Crucially, the proposed contract also preserves our salary steps – which Chancellor Goldstein sought to eliminate – so that people moving up the salary steps will receive both step increases and contractual increases. With this contract, the top step of the salary for the Professor and Higher Education Officer titles rises to

\$116,364; the top step of all annual salary schedules with steps receives a 6.1% increase in October 2009, and the top step of all adjunct titles increases 8.75%. Many people moving up the salary steps will receive even larger percentage increases over the life of the contract, as a result of the step and across-the-board increases combined.

There are other important features of the proposed agreement, such as additional salary increases to advance toward equity for Lecturers, College Laboratory Technicians and Assistants to HEO. The higher percentage increase for adjuncts on the top step is also a move toward closing the salary gaps that develop when strictly percentage-based raises are applied.

The proposed settlement breaks new ground in other areas, too. It includes a pilot project on student mentoring and a fund for paid parental leave – a first for CUNY and one of the union's major goals for this contract. In addition, all full-time faculty and staff will be entitled to use three sick days each year for care of an ill family member and to participate in two new programs that allow us to use sick days collectively to help colleagues in need.

Meanwhile the PSC-CUNY award fund is increased, the Adjunct Professional Development Fund is renewed, the HEO/CLT Professional Development Fund is continued, and eligible adjuncts will benefit from a series of improvements in access to tuition waivers, movement in salary steps and health insurance. A major victory is a separate agreement to create another 100 new Lecturer positions reserved for experienced CUNY adjuncts. And separate negotiations have also produced an agreement on doctoral employee health insurance – a real breakthrough, especially in the current economic climate.



Barbara Bowen outlines the settlement to delegates at their July 1 meeting.

One of the most important gains of this contract is non-economic: the union won the right to the use of all college e-mail facilities for union communication. If you remember that this year one college tried to ban union activists from using college e-mail for union messages, you will understand why this change matters.

CUNY'S ATTEMPT TO CENTRALIZE POWER

Equally important is what is *not* here: through intense organizing and with almost universal support, the union sent the message that we would not sign a contract that restructured CUNY as an increasingly corporate university. We defeated Chancellor Goldstein's demands for elimination of salary steps, removal of department chairs from the bargaining unit, weakening of HEO job security, undermining of tenure and introduction of "performance pay." The

one significant provision that originates in a management demand is the creation of a new "Clinical Professor" title, a full-time faculty position with one-year appointments up to a maximum of seven years. While the union recognized a need in certain fields for a clinical title, we refused to allow the proliferation of untenured positions. The new Clinical Professor position and the current Distinguished Lecturer position are capped at a total of 125 combined, University-wide.

The major disappointment of the proposed contract is in the area of job security for long-serving adjuncts. The 100 new Lecturer lines reserved for adjuncts and the enhancements in adjunct eligibility for certain contract provisions are genuine improvements, but they are not systemic job security. There are adjuncts at CUNY who have taught faithfully for 15 or 20 years, and who are then dismissed without warning or explanation.

No courses to teach means no income and no health insurance. Despite strenuous advocacy at the bargaining table and through the contract campaign, CUNY refused to change this grossly unfair system. This is the system CUNY wants. One challenge for the next round of negotiations is to enlist the entire union – not just a small group of activists – in the fight to change this unjust system.

Let's start the campaign for the next contract by becoming fully informed about the proposed contract for this round and voting yes on ratification. The "pay bill" legislation necessary for our contract has already passed in Albany and been signed by the governor; all that is needed now is our vote. Ballots and complete voting information will be mailed on July 29 to members eligible to vote, and votes must be cast by September 2.

Every good thing in this contract was possible only because of member support; each of you who worked for this agreement should be proud.

Thanks to members' actions

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

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15-MINUTE ACTIVIST

Be sure to vote by Sept. 2

Most members will want to spend more than 15 minutes getting informed about what's in the proposed contract. But once you're ready, it will take just a minute to cast your vote.

This year, in addition to the traditional mail-in ballot, you have two new options: voting online or by telephone. Don't miss the deadline – all votes must be received before 5:00 pm on September 2. Full information on voting procedures appears on page 11.

Ballots and ratification information are being mailed on July 29 to those eligible to vote. The PSC Constitution requires that you be a member in good standing four months beforehand – in other words, on March 29 – in order to vote on ratification.

If you believe that you are eligible to vote but have not received your ratification ballot by August 5, please call Barbara Gabriel or Donna Williams-DeVose in the PSC office, at (212) 354-1252.