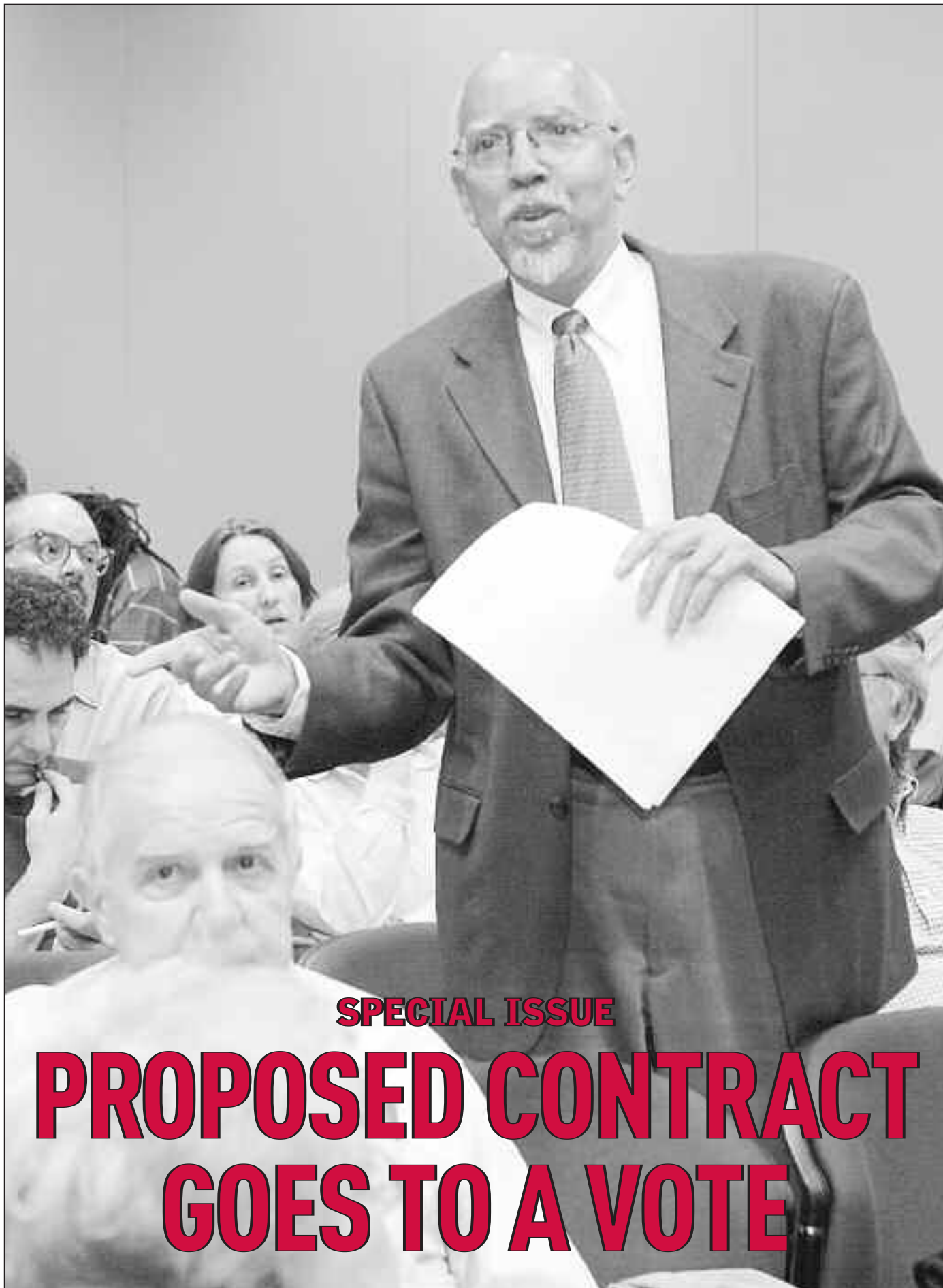


# Clarion

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



CONTRACT SPECIAL / MAY 2006

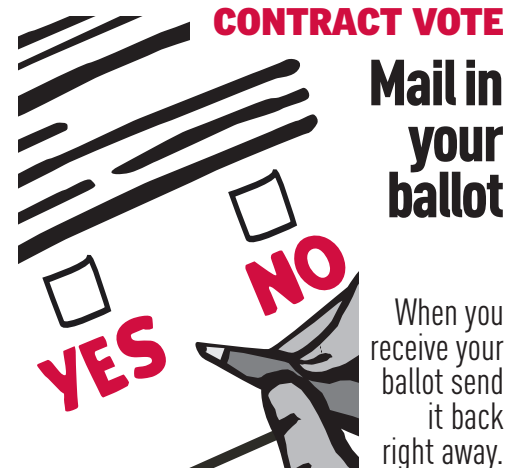


**SPECIAL ISSUE**

## PROPOSED CONTRACT GOES TO A VOTE

Above, Stanton Biddle, a library faculty member from Baruch College, poses a question about the contract settlement at the April 27 Delegate Assembly. The DA approved the agreement in a secret-ballot vote by a margin of 77 in favor, nine against and one abstention. Now it's your turn to decide. Inside you'll find a detailed breakdown of what's in the proposed accord, and answers to some of the questions most often asked at chapter meetings. The ratification vote is being held by mail, with ballots sent out in mid-May. This issue of *Clarion* aims to give you the information you need as you decide how to cast your vote.

Dave Sanders



**Mail in your ballot**

When you receive your ballot send it back right away.

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### **FREQUENTLY ASKED:** Questions and answers on the agreement

Inside are some of the questions most often asked about the tentative contract settlement, with answers provided by members of the union's negotiating team.

**PAGES 4-5**



### **THE STRUGGLE** Looking back at the contract campaign

Thousands of PSC members took part in this contract fight. If you signed a petition, sent a fax or joined in a protest, you were one of them.

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### **PSC ELECTION** Results of voting for union officers

On April 25, the American Arbitration Association counted ballots in the union-wide election to choose the PSC's principal officers and the rest of its Executive Council. The incumbent New Caucus slate won every contest, defeating the CUNY Alliance with an average of 54% of the vote. PSC President Barbara Bowen was re-elected with 3,201 out of 5,856 votes. Results are not official until certified by the PSC Election Committee and Delegate Assembly, which will discuss a challenge brought by the CUNY Alliance. More coverage in the next issue of *Clarion*.

# What's in the proposed contract

Below is a summary of the contract settlement between the PSC and CUNY. Full text of the Memorandum of Agreement is being mailed out with the ratification ballots. The memorandum and a list of salary schedules are being posted on the union website ([www.psc-cuny.org](http://www.psc-cuny.org)). See page 8 for details on the ratification vote.

## DURATION

### 1. Term of the Agreement

November 1, 2002 through September 19, 2007: 4 years, 10 months and 19 days. The terms of the 2000-2002 Agreement continue except as modified.

## SALARY & WELFARE FUND

### 2. Across-the-board salary increases

(worth, on average, 9.5% and equivalent to UUP/SUNY annual across-the-board increases):

- 2.5% effective May 1, 2004
- 2.75% effective May 1, 2005, compounded
- 3.00% effective May 1, 2006, compounded
- \$800 added to salary schedules effective September 19, 2007 for full-time instructional staff
- 1% un-compounded increase effective September 19, 2007 for part-time instructional staff, including continuing education teachers
- the contractual salary schedules will be increased by these rates and dollar amounts

For example:

A professor or higher education officer at the top of the salary schedule, currently earning \$93,507, will see an increase to \$101,435 effective 5/1/06 and to \$102,235 effective 9/17/07.

An assistant professor or higher education assistant, currently earning \$58,558, will see an increase to \$63,523 effective 5/1/06 and to \$67,092 on 9/17/07 (with the January 2007 step increase).

An adjunct lecturer, currently earning \$2,843 per 3-credit course at the top of the salary scale, will see the per-course pay rise to \$3,084 effective 5/1/06 and to \$3,113 on 9/17/07.

A CLT at the top of the salary scale will go from \$46,948 today to \$50,928 effective 5/1/06 and to \$51,728 on 9/17/07.

### 3. Retroactive pay

Assuming CUNY pays retroactive salary increases in August, employees should receive a lump sum retroactive payment worth 6% - 8% of their April 2006 salary.

- for the period May 1, 2004 - April 30, 2005: 0.5% (the balance of the retroactive pay for that year is going to restore the Welfare Fund reserves)
- for the period May 1, 2005 - April 30, 2006: 5.32% (2.5% + 2.75% compounded)
- for the period May 1, 2006 until

## Terms of the new agreement

the retroactive pay date: 8.48% (2.5% + 2.75% + 3% compounded)

For example:

A professor or HEO who has been at the top of the salary schedule (\$93,507) since April 2004 or before will receive approximately \$7,425 in retroactive pay before taxes and pension are deducted.

An assistant professor or higher education assistant earning \$58,558 in April 2006 will receive approximately \$4,488 in retroactive pay before taxes and pension are deducted.

An adjunct lecturer at the top of the schedule currently earning \$2,843 for one 3-credit course will receive an estimated \$380 in back pay, before taxes and deductions, assuming he or she taught one course in both Fall and Spring semesters and did not teach in the summer. An adjunct who taught twice that much and qualified for the office hour would receive about \$900.

### 4. Welfare Fund

A. To restore Welfare Fund reserves to the equivalent of one year's expenditures for the Fund, as required by the NYC Comptroller (\$30 million):

- \$12.4 million, in lieu of \$800 cash for full-time employees during the first year of the contract and the pro-rated amount for part-time employees
- \$17.6 million from retroactive pay for May 1, 2004 to April 30, 2005

In addition, CUNY will make an equivalent cash contribution on behalf of Executive Compensation Plan employees who are covered by the PSC/CUNY Welfare Fund.

B. Increased CUNY contributions (which will be over \$5 million per year) will come from:

- 1) a \$200 total increase in per capita contribution rate
  - \$150 effective August 25, 2006 (to \$1,590 per active employee)
  - \$50 effective September 19, 2007 (to \$1,640 per active employee)
- 2) a \$2.2 million per year recurring cash payment to the Welfare Fund
  - \$1.3 million per year effective May 1, 2004
  - an additional \$0.9 million effective May 1, 2006

C. Municipal Labor Committee Agreements for the period October 2004 - January 2006 will be incorporated into the Agreement, reflecting changes that have already been implemented in the NYC Health Benefits Program.

## RESEARCH & PROFESSIONAL DEVELOPMENT

### 5. Sabbatical pay increased to 80%

Effective starting the Fall semester following the enactment of the legis-

lation on tenure, the salary rate for individuals on both full-year and half-year fellowship leave (sabbatical) will increase from 50% to 80% of annual salary. The procedures for application and approval of sabbaticals will not change, nor will the availability of a limited number of half-year sabbaticals at full pay. As

## More CUNY contributions to the Welfare Fund

in the past, "tenured members of the permanent instructional staff" (Article 25.3) and lecturers with CCEs are eligible for sabbaticals. There are funds in the contract settlement to cover this provision.

### 6. 12 additional hours of reassigned time for research for untenured faculty

Untenured assistant professors, associate professors and professors who receive an initial appointment to a professorial title on or after the September 1 following the enactment of legislation on tenure will receive an additional 12 contact hours of reassigned time. Together with the 12 contact hours of reassigned time negotiated in the last contract (and the 12 contact hours of reassigned time negotiated in this contract for untenured faculty counselors and librarians), these faculty members will be entitled to a total of 24 hours of reassigned time to engage in scholarly and/or creative activity, to be used within their first five annual appointments. Scheduling by the college of the 24 hours, as

with the current 12 hours, will be pursuant to guidelines designed to encourage scholarship.

### 7. 12 hours of reassigned time for research for faculty counselors and faculty librarians

A. Effective September 1, 2006, untenured assistant professors, associate professors and professors employed as faculty counselors or faculty librarians who are initially appointed to those titles on or after September 1, 2006 will receive the equivalent of 12 contact hours of reassigned time to engage in scholarly and/or creative activities. For the purposes of this provision, 12 contact hours will be equivalent to one semester of 15 weeks; 24 contact hours will be equivalent to two semesters of 15 weeks each.

B. Effective September 1, 2006, untenured faculty counselors and faculty librarians who did not receive reassigned time in the last contract will receive such time. Untenured assistant professors, associate professors and professors employed as faculty counselors or faculty librarians who were initially appointed to those titles on September 1 of 2002, 2003, 2004 or 2005 will receive the equivalent of 12 contact hours of reassigned time. Regardless of the individual's tenure status, the reassigned time must be scheduled during the period between Fall 2006 and the end of the 2008-2009 academic year.

### 8. Support for legislative change in the tenure clock from 5 years to 7

A. The PSC and the City University

of New York will jointly seek legislation to amend Section 6212 of the New York State Education Law to provide that reappointment with tenure will occur after seven full years of continuous service, rather than after five full years of continuous service, as is the current law. Employees in college laboratory technician titles and in tenurable titles in the Hunter Campus Schools will be excepted from this change; reappointment with tenure for these employees will continue to occur after five years. Nothing else in the law regarding tenure will be changed. (Lecturers, whose Certificate of Continuous Employment is a contractual provision and not part of the tenure law, will be unaffected by the change.) Early tenure provisions will remain unchanged.

B. If the change in the tenure legislation is enacted prior to September 1, 2006, special provisions will be made for a "transition year" to accommodate new faculty who accepted employment expecting a five-year tenure clock.

### 9. Creation of Adjunct Professional Development Fund

Effective September 1, 2006, a new fund will be created, with a total of \$500,000, to award professional development grants to adjuncts and certain Continuing Education faculty. Grants of up to \$3,000 will be awarded. Adjuncts who are currently teaching six or more contact hours in the semester and who have taught one or more courses for the two most recent consecutive semes-

## Major features of the agreement

- ▶ salary increases averaging 9.5%
- ▶ 20% increase in CUNY's annual contributions to Welfare Fund
- ▶ sabbaticals at 80% pay
- ▶ 24 hours of reassigned time for future untenured faculty
- ▶ extension of tenure clock from five years to seven
- ▶ professional development grants for adjuncts
- ▶ increases in professional development grants for HEOs and CLTs
- ▶ 100 new full-time positions for experienced CUNY adjuncts
- ▶ reduction in teaching load to 24 hours at City Tech
- ▶ improvements in professional leaves for library faculty, annual leave for counseling faculty
- ▶ paid sick days for non-teaching adjuncts and adjunct CLTs
- ▶ three-day change in academic calendar
- ▶ no concessions on department chairs, starting salaries, grievance protections, job security for HEOs

ters (not including summer) shall be eligible to apply. Continuing Education teachers who are appointed to a position that will continue for more than six months and that requires a minimum of 20 hours per week and who have taught in such a position for the two most recent consecutive semesters (excluding summers) will also be eligible to apply. The PSC will administer the fund; applications and procedures will be similar to those for the HEO/CLT Professional Development Fund.

#### 10. Enhancement of HEO/CLT Professional Development Fund

Total funds for the HEO/CLT Professional Development Fund will be increased by the same amount as the general wage increases, approximately 9.5%. The maximum grant for individual employees will increase from \$2,000 to \$3,000. The application period will also be changed; applications will be accepted on a rolling basis rather than on specific dates throughout the year. Annual stipends of \$3,000 will be provided to the members of the Selection Committee, who have contributed extensive service, without compensation, since the inception of the program.

#### 11. Increase in professional leave for library faculty, from 4 weeks to 5 weeks

Effective on the September 1 following enactment of the tenure legislation, the 50 reassignment leaves provided to librarians annually in Article 25.4 will be increased in length from four weeks to five weeks.

#### 12. Increases in total funds for travel, PSC/CUNY Grants and other support

An increase of the same amount as the general salary increase, approximately 9.5%, will be applied to the following: total funds for PSC/CUNY Research Awards; total funds for Travel Allowances; Distinguished Professor Stipends; total funds for the HEO/CLT Professional Development Fund; and Continuing Education Teacher Anniversary Payments.

### TIME & LEAVE

#### 13. Reduction in teaching workload at New York City College of Technology

Effective Fall semester 2006, the annual undergraduate teaching contact hour workload for assistant professors, associate professors and professors at New York City College of Technology will be reduced

from 26 hours to 24. Together with the reduction in courseload negotiated in the last contract, this provides a total reduction of three hours at New York City College of Technology.

#### 14. Reduction of workweek and increase in annual leave for faculty counselors

Effective August 25, 2006, full-time faculty appointed or assigned as counselors on or after September 1, 1998 will have the same number of annual leave days and the same workweek as faculty appointed or assigned as counselors before September 1, 1998. This removes a concession in the 1996-2000 contract. For these employees, initially appointed on or after September 1, 1998, annual leave may be scheduled in four-week periods.

#### 15. Modification of the academic calendar

Effective August 25, 2006, annual leave for full-time faculty will end on the third day, excluding Saturday and Sunday, preceding August 30 of each year. The number of weeks of classes, however, will remain unchanged: 15 weeks. The first day of Fall semester classes will not necessarily be the same as the start-date of the Fall semester; when classes begin will depend on the configuration of weekdays and holidays for each year.

### ADJUNCT ENHANCEMENTS

#### 16. Creation of Adjunct Professional Development Fund

See paragraph 9 above.

#### 17. Creation of 100 new lecturer positions for experienced adjuncts

A side letter to the Memorandum of Agreement from Chancellor Goldstein to President Bowen contains a commitment to create 100 new full-time lecturer positions, for which the hiring pool will be restricted to experienced CUNY adjuncts. The provision is subject to funding, which is expected from the Legislature. Up to 50 new positions are to be filled by the Spring 2007 semester, with the balance of the 100 being filled in the 2007-08 academic year. To be eligible to apply for the position, an adjunct must have taught in the department in which the position is offered for 8 of the 10 most recent semesters (excluding summers), and in 7 of those 10 semesters must have taught at least 6 classroom teaching hours. In addition, the adjunct must be teaching 6 hours in

the semester in which the search is conducted. With the exception of pool eligibility, all other regular search procedures will be followed. Once the position is filled, it will be treated in all respects as a regular lecturer position, eligible for CCE and lecturer doctoral salary schedule, except that if the position is vacated within three years, it is expected to be filled according to the eligibility criteria above.

#### 18. Paid sick days for non-teaching adjuncts and adjunct CLTs

Effective August 25, 2006, all part-time instructional staff members (including full-time employees on multiple position assignments), in teaching as well as non-teaching positions,

will be entitled to paid leave for the purposes of illness and personal emergencies, including religious observance and death in the immediate family, for a period of 1/15 of the total number of hours worked per semester. Previously, non-teaching adjuncts and adjunct CLTs were not entitled to paid sick leave.

#### 19. Notification of salary rate and ability to claim retroactive pay

Effective August 25, 2006, colleges shall notify each adjunct of his/her title and hourly rate of pay in the appointment letter. In the case of an underpayment, if the adjunct notifies the College Office of Human Resources of the error within 30 days of the start of the semester, the adjunct will be entitled to an adjustment in hourly pay retroactive to the first day of the semester. (Previously, there was no contractual entitlement.)

#### 20. Bridging of adjunct service while in Substitute title

Effective August 25, 2006, when an adjunct is appointed to a Substitute title, service in the Substitute title will "bridge" other adjunct appointments for the purposes of determining eligibility for salary steps (Article 24.2), Welfare Fund benefits (Article 26.5) and tuition waivers (Article 29.3). Adjuncts who are appointed to Substitute titles immediately following their service in an adjunct title and who are appointed to an adjunct title immediately following their service in a Substitute title will not be considered to have experienced a break in service.

#### 21. Adjunct access to college e-mail, voicemail and listing in faculty directories

On campuses where the capacity

exists, adjuncts will be provided with a CUNY e-mail address. In addition, colleges will make their best efforts to provide teaching adjuncts with voicemail and listing in faculty directories.

### CONTINUING EDUCATION ENHANCEMENTS

#### 22. Inclusion in the Adjunct Professional Development Fund

See paragraph 9 above.

#### 23. Minimum hourly rate for CLIP faculty

Effective May 1, 2006, a minimum hourly salary rate for Continuing Education faculty in the CUNY Language Immersion Program (CLIP) will be established at \$32.50. The 3% raise on May 1, 2006 will be applied on top of this minimum. (CLIP faculty, like all other Continuing Education faculty, will experience the same percentage increases as other members of the instructional staff; see paragraph 2 above.)

#### 24. Library privileges for Continuing Education faculty

Effective August 25, 2006, Continuing Education faculty who have an appointment of at least six weeks will have library privileges on the campus on which they are working.

### COMPENSATION & RECOGNITION OF TITLES

#### 25. Educational Opportunity Centers

Employees in the Educational Opportunity Centers will receive the same across-the-board salary increases on the same dates as other members of the CUNY instructional staff, which are specified in paragraph 2 above. Other applicable provisions of this agreement, such as the adjunct enhancements, will also be in effect at the Educational Opportunity Centers. The terms of the agreement for the Educational Opportunity Centers are covered in a separate Memorandum of Agreement.

#### 26. Adjustment of salary for assistant teachers at Hunter College Elementary Schools

On top of the salary increases in paragraph 2, assistant teachers will receive two cash payments because of their longer workday: \$1,000 in June 2006 and \$2,500 in June 2007.

#### 27. Increase in number of distinguished professors

Effective upon ratification and approval, the maximum number of distinguished professors permitted under Article 23.1 will be increased from 125 to 175.

#### 28. Distinguished lecturers in Medical and Law Schools

Effective on ratification of the agreement, when a distinguished lecturer is hired by the CUNY Law School or by the Sophie Davis School of Biomedical Education, the salary range shall be from the minimum of the lecturer range in

that School to the maximum of the professor range in that School. This provision does not affect the limit of 80 distinguished lecturers, University-wide.

#### 29. Employees in Higher Education Officer titles appointed as counselors

Effective on or after July 1, 2006, employees in the titles of higher education associate or higher education officer, who hold, at a minimum, a master's degree in an appropriate discipline for personal or psychological counseling, may be appointed or assigned to serve as counselors. Such employees may perform the functions currently performed by faculty serving as counselors, except for teaching academic courses in other academic departments and performing the unique roles that faculty play in the governance of the University.

#### 30. Employees in the Offices of the Chancellor and Secretary of the Board of Trustees

Effective August 25, 2006, employees in these two offices will be added to the list of functions and titles that are excluded from the bargaining unit. The PSC has agreed in the past to exclude from the bargaining unit employees whose work is considered "management" or "confidential."

### GRIEVANCE & DISCIPLINE

#### 31. Inclusion of Medical and Law Schools grievance and discipline provisions

Effective August 25, 2006, faculty in the CUNY Law School and the Sophie Davis School of Biomedical Education will be covered by all provisions of Articles 20 and 21, the articles that concern grievance and discipline procedures. This is a protection for these employees. Previously, these employees had been covered by a limited number of the provisions.

**Tenure clock will be extended to 7 years**

#### 32. Changed contract language in case of conviction of a felony

Article 21.12, which concerns disciplinary charges brought by a college against an individual convicted (not just accused) of a felony, will be changed. The new article will read: "Any person convicted of a felony against whom disciplinary charges have been made may, at any time during the pendency of the charges, be suspended without pay by the president of the college." Currently, the contract mandates that the college president *must* suspend pay after 60 days from the president's preferment of charges.

### APPROVAL & RATIFICATION

33. The Memorandum of Agreement is subject to ratification by the membership of the Professional Staff Congress/CUNY and to approval by the Board of Trustees of the City University of New York, 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.

## Clarion CONTRACT SPECIAL / MAY 2006

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## Frequently Asked Questions

# FAQs about the contract

The PSC negotiating team is presenting the proposed contract at chapter meetings throughout CUNY. Here are some of the questions that members are asking, with responses from negotiating team members.

### ■ When can I expect my retroactive pay?

If union members ratify the proposed agreement and CUNY's Trustees approve it, the University will set a projected pay date for faculty and professional staff to get the money they are owed retroactively. As soon as this date is set, the PSC will notify members through the union website. Based on the last contract, we would expect it to be by late August. The union will press for an earlier pay date if at all possible.

### ■ How much retroactive pay will I receive?

If the contract is ratified and approved by the CUNY Trustees, you will get a check for retroactive pay equal to between 6% and 8% of your annual salary as of April 2006 (depending on step increases), which will then be reduced by the usual taxes and pension deductions. Among employees who have been in full-time PSC titles since at least April 2004, retroactive pay – before tax and pension deductions – could

your salary. For a CLT who earned \$46,948 at the end of the last contract, the top of the scale for that title, \$800 is worth 1.7%. That position will pay \$51,728 at the end of the new contract, for a total increase of 10.18%. For someone who earned the old top professor/HEO salary of \$93,507 at the end of the last contract, \$800 is worth 0.86%. That person would earn \$102,235 at the end of the new contract, for a total increase of 9.33%. Among all full-time employees in the bargaining unit, the average salary increase is 9.5%. A combination of percentage and lump-sum increases provides greater equity across the salary spectrum than a straight percentage increase.

To provide part-timers with a pro-rated equivalent of this \$800 raise, part-time salary steps will get an un-compounded 1% increase on September 19, 2007.

### ■ Are all across-the-board increases on top of the salary steps?

Yes. Each of these increases will raise the whole salary schedule by that percentage, and will be paid in addition to any step increases that employees are due. Thus, each salary step will go up by the across-the-board increases.

For example, an associate profes-



In session after session, PSC negotiators faced CUNY management representatives across the bargaining table.

Gary Schochet

staff employees at the start of the contract. The increase will be calculated by taking 1% of each 11/1/02 adjunct hourly rate and applying the resulting amount to the equivalent 5/1/06 hourly rate on September 19, 2007.

### ■ How does this proposed contract compare to the agreement between SUNY and United University Professions?

In comparing SUNY and CUNY, it's important to note that the two systems have very different salary and benefit structures. For example, SUNY does not have salary steps like CUNY, but instead has "discretionary" raises that are awarded by management.

The UUP package is comprised of three elements: across-the-board salary raises, other economic enhancements, and discretionary pay increases. When all three parts are totaled up, the UUP package is worth 15.6% over four years – 11.6% in across-the-board increases and other enhancements, and 4% for the discretionary increases. The 11.6% is comprised of the state salary increase pattern (\$800 in cash in the first year, three across-the-board increases of 2.5%, 2.75%, and 3%, and \$800 added onto an individual's base salary at the end of the contract) plus the other enhancements (a \$500 "achievement increase" to long-serving employees, increases to location stipend, and other benefits).

The PSC contract is worth 12.36% in across-the-board increases and economic enhancements, and 6.8% in step increases (the value the State places on the step increases over the life of the contract), for a total of 19.2% over four years and 10.5 months. The PSC across-the-board salary package is the same as the State pattern. The PSC enhancements above the salary package (such as sabbaticals at 80% pay or an additional 12 hours of untenured faculty leave) are worth more and address needs that are different from UUP's.

The latest AAUP annual salary survey (<http://chronicle.com/stats/>

aaup/) shows that the average faculty salary in the SUNY system is lower than at CUNY at most comparable campuses – in large part because of the salary steps that have been won by the PSC. In total compensation (salary plus benefits), CUNY campuses are among the highest rated in their class. This doesn't mean our salaries are adequate, but we need to keep our facts straight when making comparisons.

### ■ Why is the contract longer than 4 years? Why aren't the salary increases effective November 1, since that's when this contract started?

The PSC bargains with both the City and the State, and the State made it clear that they would not agree to higher across-the-board salary increases for the PSC than other State employees (including SUNY faculty) received in this round of bargaining. Confronted with that ceiling on salary increases, the PSC bargaining team tried to maximize the financial gains for our members in areas other than salary. We used an approach used by other unions (such as the UFT) in this round, and extended our contract by a number of months to create more funds; we also negotiated to delay contractual increases by six months to generate more recurring money. By delaying the salary increases from November 1 to May 1 in each of three years (which ultimately means a one-time difference in retroactive pay), we negotiated a permanent, recurring increase in the money available for Welfare Fund benefits and research support. Put simply, we transformed part of a one-time cash amount into a permanent source of funds.

### ■ How much money will be added to the Welfare Fund?

In FY 2005, the Welfare Fund's income was \$25.7 million. This money comes from a combination of per capita payments that the PSC negotiated in coalition with the other city unions in the Municipal Labor Committee, and separate increases that the PSC has nego-

tiated directly with CUNY.

The new settlement will add \$5.2 million annually in increases that the PSC negotiated directly with CUNY. This \$5.2 million in annual cash and per capita increases represents an increase of more than 20% in the Welfare Fund's annual income.

Boosting support for these supplemental health benefits by more than 20% is a major victory of this contract. The bargaining team was able to leverage this increase from management by agreeing to allocate a portion of retroactive pay to generate approximately \$30 million to rebuild the Welfare Fund reserve.

### ■ Why does the proposed contract allocate a portion of retroactive pay to the Welfare Fund reserve?

The Welfare Fund must build up its reserve, which has been depleted through years of underfunding by CUNY. At the end of FY 2005, the Fund's reserve was down to \$3.7 million. According to the New York City Comptroller, this is unacceptably low. The reserve should be at one year's expenditures, \$26.6 million in FY 2005. We worked long and hard to get the State to provide an infusion of money to restore the reserve, but ultimately they refused.

Using a portion of the retroactive money for this purpose is not the ideal solution, but it does have some advantages. If these funds were paid as salary, taxes would be withheld – so members would receive only a portion of it. By contrast, the retroactive pay that is used to build the reserve goes into the Fund at full value. If we didn't build the Fund's reserve in this way, then the Trustees would have to raise copays and deductibles.

Until this country acts on a comprehensive national health care program, union negotiators will have to patch together various ways to fund the Welfare Fund. Under current circumstances, the negotiating team believes that the approach in this contract is the smartest way to resolve the immediate funding problems.



José Santana of Hostos asks a question at the April 27 Delegate Assembly.

range from about \$1,800 (for an assistant to HEO hired in September 2003 at the bottom of the salary scale) to \$7,400 (for a professor or HEO at the top of the salary schedule since January 2004).

### ■ Why is the salary increase described as an average of 9.5% rather than an exact number?

The first three raises in this contract are percentages (2.5% on May 1, 2004; 2.75% on May 1, 2005; and 3% on May 1, 2006). But the fourth and final pay increase, to be paid on September 19, 2007, is a fixed amount – \$800 – which will be added to the base salary of all full-time employees.

What that \$800 raise represents in percentage terms will vary with

sor currently earning \$70,474 would see her salary increase to \$76,450 with the application of the increase due May 1, 2006. Meanwhile, the next salary step, to which she would move in January 2007, would have been increased to \$79,221.

The final \$800 raise for full-time employees and the 1% increase for part-timers will be added to the salary step schedule on 9/19/07 – the last day of the new contract.

### ■ For part-timers, how was the 1% figure arrived at for this final increase?

\$800 represents 1% of the average compensation (salary plus CUNY's contribution for pension and Social Security) of full-time instructional

Dave Sanders

### ■ How will the dental benefit be improved?

The Welfare Fund currently spends approximately \$3 million on the dental benefit. The negotiating team's recommendation to the Welfare Fund Trustees is to double that amount. Ultimately, the Fund Trustees will make the decision about how much to spend and how best to improve the dental plan. The Welfare Fund Advisory Council will be consulted in the process of devising an enhancement of the dental benefit. Changes will be announced in October, and will take effect in January 2007.

### ■ The new tenure clock is a major change; why did the bargaining team agree to negotiate about it?

For two years the PSC had successfully blocked Chancellor Goldstein's unilateral effort to change the State law on tenure without giving the faculty any additional research time or support. When CUNY introduced a demand to lengthen the tenure clock late in the bargaining, the union saw an opportunity to press the University to provide improved research support. By agreeing to change the time to tenure from five years to seven, the PSC won the increase in sabbatical pay to 80% and a doubling of reassigned time for untenured faculty.

It has been a priority of this union leadership to make CUNY a place where scholarship is possible, and in a contract where salary increases are so constrained, this was a way to make gains in areas beyond salary. We recognize that members on different campuses take different, principled views on the tenure change but the majority of the bargaining team supported making the change, if we could gain increased sabbaticals and research time.

### ■ How will the sabbaticals at 80% pay work?

The process for applying for and being awarded sabbaticals will be unchanged. The only thing that will change is the rate of pay – from 50% to 80%. Everyone who is currently eligible for sabbaticals will be eligible for 80% sabbaticals, and the limited number of half-year sabbaticals at full pay will continue. Because the increase in sabbatical pay is linked to the legislative change in the tenure clock, it will become effective when

the change in the tenure law is effective – possibly as early as Fall 2006. The union negotiated substantial funds in this contract to support it, and there should not be any financial incentive for college presidents to deny sabbaticals. Where college presidents (particularly at the community colleges) have historically been reluctant to award any sabbaticals at all, the union will carefully monitor how this provision is enforced.

### ■ Library and counseling faculty did not receive the reassigned time for new faculty in the last contract. Has that been fixed?

Yes. Effective September 1, 2006, newly appointed full-time faculty in library and counseling departments will be entitled to the equivalent of 12 contact hours (one 15-week semester) of reassigned time for scholarly work. Starting when the change in the tenure clock takes effect, they will be entitled to the equivalent of the same 24 contact hours of reassigned time as other

untenured faculty, within their first five annual appointments. In addition, untenured full-time faculty in library and counseling who were newly appointed to those titles between September 1, 2002 and September 1, 2005 and are still on

CUNY payroll will be "made whole" for the reassigned time they did not receive in the last contract. They will be entitled to the equivalent of 12 contact hours of full-paid reassigned time to be used between Fall 2006 and the end of the 2008-09 academic year, regardless of their current tenure status.

### ■ What's in this contract for adjuncts?

The most important gain for adjuncts is the stabilizing of the Welfare Fund. Adjunct health insurance is paid for entirely from the Welfare Fund – because the City refuses to put CUNY adjuncts on the City health insurance plan – so the viability of the Fund is a critical adjunct issue. There are other incremental gains for part-timers, but the contract does not dismantle the shameful system of underpaid labor at the heart of the CUNY budget. It will take the united force of the entire union to pry CUNY loose from its attachment to treating adjuncts as academic piece-workers.

The incremental gains, however,



Thalia Vrachopoulos and more than 1,000 other PSC members rallied outside a Board of Trustees meeting in May 2004.

are meaningful: the creation of a professional development fund to support part-timers' research and scholarship; adjunct access to college e-mail and voicemail; improved ability to claim back pay in case of errors. And there is one structural breakthrough – the creation of 100 new full-time positions, reserved for adjuncts who have given extensive service to CUNY. For the first time, CUNY will convert part-time positions to full-time, reversing the direction of decades.

### ■ Who will fill the 100 new full-time lecturer positions established as "conversion lines"?

The new positions, a total of 100 in the academic years 2006-07 and 2007-08, will be allocated by college presidents to specific departments, most likely those that employ the largest numbers of adjuncts. Adjuncts in those departments who are currently teaching at least 6 classroom hours and who have served in the department for 8 of the 10 most recent semesters (excluding summers), and who have taught 6 classroom hours in at least 7 of those 10 semesters, will be eligible to apply.

The union negotiated these terms in order to create the greatest opportunities for adjuncts who have made the largest contribution to the teaching in their departments.

### ■ What's in this contract for Higher Education Officers?

In addition to negotiating the salary increases and Welfare Fund improvements, the union stood resolute against management's determined attempts to weaken

13.3(b) job security protection and establish a part-time HEO title. We also added money to the HEO/CLT Professional Development Fund and raised the maximum grant from \$2,000 to \$3,000.

In addition, HEOs will receive the same salary package as faculty but will not have any additional productivity requirements. In this round of bargaining, other city workers (faculty included) were required to make some "productivity increase" in order to enhance salaries – but the PSC bargaining team refused to impose this on HEOs. We accepted the "productivity increase" for faculty on the start-date for Fall semester, because it was balanced by improvements in sabbaticals and research time.

### ■ What does it mean that the Fall semester will start "three weekdays before August 30"?

The official first day of the semester and the first day of classes are not necessarily the same. Annual leave for full-time teaching faculty (and faculty counselors) will end on the third weekday before August 30 (except at LaGuardia). Full-time faculty are required, as in the past, to be available during the academic year, but are responsible for teaching only the same 15 weeks per semester. The number of days of classes will not change. The exact start-date for Fall semester will depend on where the weekend falls. For Fall 2006, the official start of the semester will be Friday, August 25. That's because August 30 falls on a Wednesday. In 2007, August 30 is a Thursday, so in that year the fall semester will start

on Monday, August 27.

The start-date of classes is more flexible. Classes will start sometime between the start-date of the fall semester and August 30, depending on the Fall calendar for each year. In 2006, classes will start on August 30.

### ■ This round of bargaining with the City was based on concessions; did the PSC make concessions?

The PSC absolutely refused to cut the starting pay of future employees, as many unions have done in this round. Management pushed hard to remove department chairs from the union, to weaken the grievance procedure, to undermine job security for HEOs, to cut annual leave days for HEOs and CLTs, to reduce Welfare Fund benefits for retirees – but we held firm against these demands. One of the reasons the contract took so long was that the PSC held out for an agreement that did not contain this kind of concession.

The two major management demands with which we did agree to work were the three weekdays at the beginning of the fall semester and the change in the tenure clock. The bargaining team rejected management's demand to end annual leave for full-time faculty on August 15, but we believed that most faculty could work with a start-date for the semester that could be three weekdays before August 30. The tenure change, while a major structural shift and an increase in the period without job security, is not purely a concession, because it comes with a full 24 hours of full-paid reassigned time for untenured faculty and 80% sabbaticals for tenured faculty.



Demanding equity for adjuncts at the January 2005 Trustees' meeting.

# Comments on the contract

Clarion asked several members of the union bargaining team for their perspectives on the proposed new contract. The team was composed of Barbara Bowen, the union's chief negotiator and associate professor at Queens College; Stanley Aronowitz, distinguished professor at the Graduate Center; Iris DeLutro, higher education assistant at Queens; Michael Fabricant, professor at the Hunter School of Social Work; Anne Friedman, professor at BMCC; John Hyland, professor at LaGuardia Community College; Steve London, asso-

ciate professor at Brooklyn College; Cecelia McCall, associate professor at Baruch; Andy McInerney, associate professor at Bronx CC; Marcia Newfield, adjunct lecturer at BMCC; Steve Trimboli, senior CLT at Lehman; Jean Weisman, higher education associate at CCNY. All were members of the PSC Executive Council, except for Weisman, who is chair of the HEO chapter. PSC Executive Director Deborah Bell, Director of Legal Affairs Nathaniel Charny and attorney Ira Cure of Broach & Stulberg served as nonvoting members.

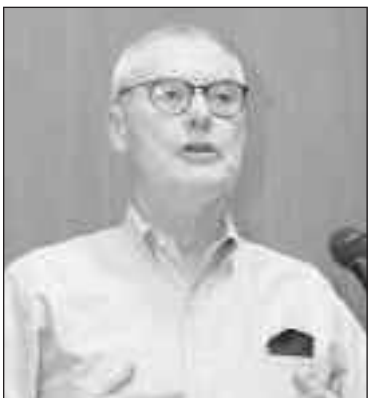


Peter Hogness

## STANLEY ARONOWITZ:

The new contract moves one step closer to affording CUNY faculty the opportunity to realize their scholarly aspirations. It doubles the amount of release time for junior faculty from 12 to 24 hours and raises sabbatical pay from 50% of annual salary to 80%. This improvement is particularly important for junior faculty because the contract also extends the tenure clock from five to seven years. Given the heavy workloads that faculty shoulder, increased release time is absolutely necessary to prepare for tenure.

Tenured faculty often complain that they cannot afford to take the year needed to do research. The new contract represents a milestone in the PSC's objective of recapturing time to enable our faculty to work outside the teaching machine.



Dave Sanders

## JOHN HYLAND:

This round of contract negotiations sharpened for me the importance of the Welfare Fund, partly because I am moving into retirement myself this year. Like many members, as a younger faculty member I both appreciated and complained about various aspects of the benefits. I understood the retiree aspects theoretically, but part of me operated as if I would never retire (or even age!).

Unlike many other municipal unions, the PSC has maintained full prescription drug coverage for retirees – so this contract's defense of the Welfare Fund affects me personally in a new way.

Pensions and health care benefits are under attack, both nationally and here in New York. For the future, our benefits will substantially be defended and improved only by joining our fight to the broader social movement for decent health-care and pensions. If isolated, we will be seen as an island of privilege, and gradually experience erosion of what we have fought so hard to preserve.



Dania Rejendra

## STEVE TRIMBOLI:

The recently concluded negotiations between the PSC and CUNY were very difficult and often contentious. Do not underestimate the struggle necessary to fight back against management's concessionary demands – it may have been our most significant victory. Considering the current political environment for collective bargaining, the PSC did well to achieve some important new benefits and improvements in working conditions.

Paid sick leave for adjunct CLTs and other non-teaching adjuncts is a significant gain for our part-time members. Previously, only adjuncts in teaching titles were entitled to pay if they missed a day of work due to illness or personal emergency, which ought to be a basic element of any decent workplace.

The increase in the maximum amount of HEO/CLT Professional Development grants from \$2,000 to \$3,000 is also an important gain. The previous maximum was not adequate to cover many professional development activities, and the increased grants will expand opportunities for HEOs and CLTs.

**Every gain has been hard fought**

## Notes from the negotiating team



Dave Sanders

Iris DeLutro, PSC bargaining team member and VP for Cross Campus Units



Peter Hogness

## MARCIA NEWFIELD:

Why am I voting for a contract that does not deliver what part-timers wanted on job security, pay equity, accumulated sick days or reasons for non-reappointment? Because I've been at the bargaining table and I've experienced the intransigence of management. Every gain has been hard fought and is a move in the right direction. The 100 conversion lines are a significant structural change and will be transformative for those who receive them. Recipients will have a job that carries the potential for security, integration into college life, respect, disability insurance, and health insurance upon retirement. I am also encouraged that the fund for professional development will provide an opportunity for part-timers to be acknowledged and supported for their academic

diligence, curiosity, and perseverance. As a grievance counselor who has hitherto been unsuccessful in winning cases over sick days for non-teaching adjuncts, I see gaining sick days for this group in the contract as important. The stabilization of the Welfare Fund is a relief since it allows eligible adjuncts to continue being insured.

Why am I voting for this contract? To get on with organizing for the next one.

## ANNE FRIEDMAN:

A significant feature of this agreement is that it includes tenure-track junior faculty in library and counseling titles in the 12 hours of reassigned time for scholarly work that we won in our previous contract. In the last round of bargaining, management stubbornly and unreasonably insisted on treating faculty

counselors and librarians unequally, excluding them from this provision, and the PSC made a commitment to redress this in the next negotiations. Not only have we achieved this, but at the last moment we got these 12 hours of reassigned time applied retroactively to colleagues hired as far back as 2002. With the second 12 hours for research and publishing that we won in the new agreement, all newly hired tenure-track faculty will be entitled to 24 hours of reassigned time.



Dave Sanders

## DEBORAH BELL:

It is getting harder and harder to recruit and retain instructional staff at the salaries that CUNY pays, and an average increase of 9.5% doesn't solve that problem. But given the 1.5% offer that CUNY put on the table 16 months ago, we forced management to come a long way. The PSC bargaining team put forward proposals such as additional office hours to win larger wage increases for both full-time and part-time faculty, but the State was simply not willing to agree to a raise for us that was larger than the increases in other state employee contracts. In the

end we concluded that stability for our benefits and improvements to our professional environment have real value to our members, too.

## IRIS DELUTRO:

In this round of contract negotiations, one of management's main goals was to slash HEO job security: CUNY wanted the right to fire any HEO-series employee who was given two negative evaluations in a 12-month period. We stood firm against this and other egregious management demands.

Critical also to HEOs is the Welfare Fund. The PSC bargaining team fought a tough battle to improve the Welfare Fund and protect its solvency for at least two years beyond this contract. As a result, we will be able to make some improvements to the dental plan.

Management views HEOs as second-class citizens, and gives no consideration to the critical contribution that we make to CUNY. We must launch a major campaign to let CUNY management know that maintaining the status quo is not good enough. We need to start our work for the next round of negotiations now, and also renew our fight to enforce the contract we have, in order to win better working conditions.



Gary Schoichet

## STEVE LONDON:

PSC members care about the quality of the work we do, and this agreement builds on the professional gains we won in our last contract. It provides additional research time for untenured and tenured faculty, and more professional development grants for all members of the bargaining unit – including HEOs, CLTs, and both full- and part-time faculty. To the adjunct office hour of the last contract, it adds adjunct conversion lines and access to campus communication resources. Taken together, these two contracts exemplify how academic unionism advances the professional working conditions of our members, creates better learning conditions for our students, and allows CUNY to better serve the people of New York.



Peter Hogness

Anne Friedman, PSC bargaining team member and VP for Community Colleges

# Fighting for a contract

\$350,000	40.0%
\$193,019	19.4%
\$1,000,000	0.0%



Lisa Quiñones

In 2003, CUNY executives got big raises, with a 40% increase for the Chancellor (top). Meanwhile, CUNY management did not make a financial offer to the union until December 2004 – and when they did, it was for 1.5%. The PSC demanded a better wage offer (right) and more support for the Welfare Fund (above).



Gary Schoichet

Above: PSC members wore their academic robes to a huge picket line outside the office of Board of Trustees President Benno Schmidt in April 2005. Below: In September 2005, 1,200 members filled the Great Hall at Cooper Union for the largest mass meeting in PSC history. The turnout helped convince CUNY management to agree to a framework for a new contract in November.



Peter Hogness

Across CUNY, union members raised their voices for a fair contract. Below: In Spring 2004, thousands of people sent postcards and signed petitions for more money for the Welfare Fund, and fair treatment for adjuncts and retirees. Above: When PSC activists made calls to urge action in negotiations in Spring 2005, management's phones were ringing off the hook.



Gary Schoichet

Above: In May 2005, the union's Delegate Assembly voted to authorize a referendum on job action, if the Executive Council decided it was necessary. The EC set a deadline of November for real progress in negotiations.



Peter Hogness



Gary Schoichet



Dave Sanders

In Fall 2005 contract talks entered a prolonged endgame, with New York City and State reluctant to give their approval. Above: Union members at a Board of Trustees meeting demand that management follow through and secure a final settlement.

## AN ASSESSMENT

# The real meaning of the contract

By **BARBARA BOWEN**  
PSC President

This special issue of *Clarion* provides details on every provision of the proposed new contract and answers the questions you have raised most frequently. That information is essential, but I sense a need for something more than details – a synthetic approach. This is the moment to look the proposed contract straight in the eye and assess what it means for individual CUNY faculty and staff – and for us collectively. What I find when I do that is somewhat surprising: a mixture of sharp limitations on salary and important advances in other areas.

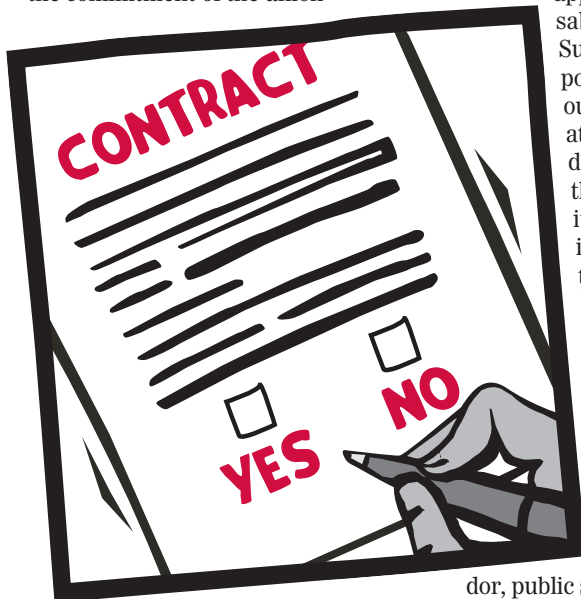
## GAINS & CONSTRAINTS

For all its economic constraints – and they are real – this is a contract that, if ratified, will bring us more than a 20% increase in annual employer contributions to health benefits, sabbaticals at 80% pay, 100 new full-time lines, close to a year of research leave for new faculty, and more. I will not gloss over the settlement's limits on salary increases or total funds. But nor will I understate what this contract genuinely achieves.

The best way to understand the structure of the proposed agreement is to understand its history: when the PSC bargaining team found that the State was holding us to the salary increases negotiated with other state employees (including SUNY faculty), we decided to maximize the other economic gains. The result is an agreement that contains the same 9.5% in annual salary increases negotiated with SUNY faculty, *plus* about another 3% in gains that also have financial value: 1) increased Welfare Fund contributions; 2) support for research and professional development; 3) removal of concessions from the past. Think of the State's limitation on salaries as a brick wall. When the PSC negotiat-

ing team discovered that we, as a single union, could not punch through that wall, we went over the wall, around it and underneath.

We were able to do that because of two things: the aggressive campaign waged by PSC members, and the commitment of the union



leadership to a vision of CUNY as something other than Poverty U. If CUNY faculty and staff in this round of bargaining cannot win everything we deserve on salaries, we reasoned, we will insist on substantial economic benefits in other areas – healthcare, for instance, or paid time for research. We will not be stopped by management's poverty of imagination and willingness to substitute a public-relations machine for a real university. The union leadership believed it was possible for every member of an academic workforce to have professional development support, for part-time jobs to be converted into full-time ones, for every employee to have something as humble as one paid sick day.

If the new contract is ratified, future faculty members will enter a university where a research life is

actually within reach – something that for many of us was a foregone luxury at CUNY. With the change in the tenure clock, an entering full-time faculty member will have close to a year of full-paid research time before tenure, and then immediately after tenure, the chance to apply for a full-year sabbatical at 80% pay. Suddenly it becomes possible to be a serious scholar and teach at CUNY. Don't underestimate what that means. The ability to do high-level intellectual work in the setting of a public university like CUNY challenges the very idea that second-rate is good enough for working-class students, or for a student body that is 72% people of color. "Private splendor, public squalor" – those are

the economics of higher education, too. This contract would make a dent in that.

The proposed contract is a product of force, however, as much as imagination. Whatever the bargaining team envisioned for CUNY, we would not have been able to win it without the pressure members exerted. I can say for certain that CUNY, the City and the State would never have budged on increasing annual contributions to the Welfare Fund if thousands of you had not mobilized behind that demand. The money to restore the dental benefit was the last major thing we won, and we won it only because organized members applied relentless pressure.

I will not pretend that an average of 9.5% in contractual salary increases over four years and ten months meets the level of inflation.

It doesn't. But it's worth remembering the economic value of maintaining excellent prescription drug benefits and receiving more support for dental care. The fact is that our employer, CUNY, is comfortable holding its faculty and staff to below-inflation salary increases while approving a 40% raise in the annual salary of the Chancellor. After granting \$350,000 a year to Matthew Goldstein, CUNY offered us a 1.5% increase over a four-year period – and that was after two years of bargaining! I hope no one has any illusions about the nature of our employer after this round of negotiations.

Because of the salary steps, however, which were negotiated by the PSC many contracts ago – and which CUNY management sought to eliminate in this round – thousands of CUNY faculty and staff will experience increases over the life of this contract that are closer to 25%, 30% or more. The PSC bargaining team could have expressed the value of this economic package (more than 12%), plus the value of the salary steps (a total of 6.8%) as a total amount of about 19%, but we felt it was more honest to describe the settlement only in terms of new money. And we are aware that many members are on the top step of their salary schedules, and receive only the contractual increases.

## ECONOMIC PACKAGE

The constriction of the overall economic package is felt most sharply in the level of the salary increases and in the inability of the agreement to make any serious headway on addressing the undercompensation of adjuncts. Those of us who have full-time positions tend to recoil from knowing that management allows half of the University's courses to be taught by people who earn the miserable salary of \$3,000 a course. Maybe CUNY should spend a little less money

buying subway ads that boast about the faculty and a little more paying the people who actually teach here. CUNY expressed absolute resistance in this round of bargaining to putting even a fraction of a percent in additional money on adjunct salaries. And as long as CUNY managers can run a university where half of the teaching force is grossly underpaid, they will not be forced to pay the other half fairly. We *all* have a stake in adjunct salaries.

## NEXT STEPS

The key question becomes how to break out of the confines of concessionary settlements and pattern bargaining. How do we knock down the wall, not just scale it?

The first step is to ratify the contract before us. Both the PSC Executive Council and the Delegate Assembly, after subjecting the settlement to intense questioning, approved it by huge margins. I speak for them in urging you to vote yes. Allow new salaries to be paid, the Welfare Fund crisis to be resolved, the other benefits of the agreement to begin. If there were anything more to be gained at the bargaining table in this round, PSC negotiators would still be there.

The way to break out of the straightjacket of inadequate settlements and pattern bargaining is to build a campaign that has that as its object from the start. Unions across the City and State are realizing that we have underused our power by acting in isolation and failing to take on the no-strike provisions of the Taylor Law. I think we will see a different approach to collective bargaining in the next round, and I believe the PSC's long march to this contract positions us well to participate in it, and even to provide leadership. Let's begin by ratifying the agreement we have and telling ourselves and others the truth about what it doesn't achieve – and what it does.

## Limits and real achievements

Professional Staff Congress/CUNY  
25 West 43rd Street  
New York, New York 10036

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



## 15-MINUTE ACTIVIST

## Cast your vote

In past issues, Clarion's "15-Minute Activist" has asked you to take part in the union's contract campaign – to write a letter, make a call, come to a meeting or demonstration. This month we're asking you to participate in one of the most fundamental parts of union life – to vote on the proposed contract settlement.

The vote on contract ratification is held by mail, and is being conducted by the American Arbitration Association. The full text of the Memorandum of Agreement between the PSC and CUNY is being sent out with the ballots, and will

also be available on the PSC website ([www.psc-cuny.org](http://www.psc-cuny.org)) with a salary schedule.

AAA is sending out ballots on May 15 to all who have been PSC members in good standing for the previous four months or more. If you have not received your ballot by May 22, call Barbara Gabriel in the PSC office, at 212-354-1252.

Ballots must be received by AAA by 9:00 am on June 2. Note that this is a deadline for receipt by AAA, not a postmark deadline. Every member's vote should count – so don't wait until the last minute to put yours in the mail.