

MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR 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 November 1, 2002 through September 19, 2007.

2. **Continuation of Terms:** The terms of the 2000-2002 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 2000-2002 collective bargaining agreement.)

3. **Across the Board Salary Increases:**
 - a. 2.5% effective May 1, 2004
 - b. 2.75% effective May 1, 2005, compounded
 - c. 3% effective May 1, 2006, compounded
 - d. \$800 increase added to salary schedules effective September 19, 2007 for full-time instructional staff.
 - e. 1% uncompounded increase to salary schedules effective September 19, 2007 for part-time instructional staff and to base salary for continuing education teachers effective September 19, 2007.
 - f. 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 May 1, 2004 through April 30, 2005, employees will receive retroactive salary equal to 0.5% per annum on the April 30, 2004 salary rate. For the period May 1, 2005 to the date upon which the new salary schedules are implemented, employees will receive retroactive salary on the April 30, 2004 salary rate equal to 2.5% per annum.
 - (ii) For the period May 1, 2005 to the date upon which the new salary schedules are implemented, employees will receive retroactive salary on the April 30, 2005 salary rate, as increased pursuant to paragraph 3.a above, equal to 2.75% per annum.

- (iii) For the period May 1, 2006 to the date upon which the new salary schedules are implemented, employees will receive retroactive salary on the April 30, 2006 salary rate, as increased pursuant to paragraph 3.a and 3.b above, equal to 3% per annum.
- (iv) In calculating the retroactive pay provided for in paragraph 3.f (i) through (iii), the January 1 and July 1 step increases that employees may have received will be adjusted by the appropriate percentage increases.

4. **Tenure Reform:** The Professional Staff Congress/CUNY 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, except that, for employees in college laboratory technician titles and in tenurable titles in the Hunter College Campus Schools, reappointment with tenure will continue to occur after five full years of continuous service.

Thus, instructional staff in the grades of professor, associate professor, assistant professor, or in any grade or position the CUNY Board of Trustees in its discretion may add thereto, who, after serving on an annual salary in any of the grades or positions enumerated or provided for in this paragraph for seven full years continuously, have been appointed or shall be appointed for an eighth full year, shall be tenured effective on the first day of September following their reappointment for an eighth full year.

Instructional staff in the grades of college laboratory technician and in the Hunter College Campus elementary and high schools: instructor, assistant teacher, critic teacher, or teacher, or in any grade or position the CUNY Board of Trustees in its discretion may add thereto, who, after serving on an annual salary in any of the grades or positions enumerated or provided for in this paragraph for five full years continuously, have been appointed or shall be appointed for a sixth full year, shall be tenured effective on the first day of September following their reappointment for a sixth full year.

Additionally, on the same date that the legislation set forth in Appendix A becomes effective, the following grades or positions that the CUNY Board of Trustees has added to the instructional staff shall achieve tenure as follows: instructional staff in the titles medical professor (basic sciences), medical associate professor (basic sciences), medical assistant professor (basic sciences), medical professor (clinical), medical associate professor (clinical), medical assistant professor (clinical), law school professor, law school associate professor, law school assistant professor, instructor (nursing sciences), who, after serving on an annual salary in any of the grades or positions enumerated or provided for in this paragraph for seven full years continuously, have been appointed or shall be

appointed for an eighth full year, shall be tenured effective on the first day of September following their reappointment for an eighth full year.

The jointly agreed upon legislation to effect this change appears in Appendix A. The implementation of the fellowship leave enhancement in paragraph 10 below, the additional 12 hours of reassigned time for untenured faculty in paragraph 9 below, and the increase in library reassignment leaves in paragraph 19 below shall be effective on the September 1 following enactment of the legislation set forth in Appendix A.

5. Annual Leave: Article 14.1 will be amended to read as follows:

Effective August 25, 2006, the period of annual leave for full-time teaching members of the faculty shall be from the day subsequent to the spring commencement of each college until the third day, excluding Saturday and Sunday, preceding the thirtieth of August that follows such commencement, or an equivalent consecutive period.

6. Welfare Fund:

a. **Municipal Labor Committee Agreements:** The following documents are incorporated by reference: The 2004 Health Benefits Agreement between the City of New York and the Municipal Labor Committee; the letter dated October 21, 2004 from Commissioner James F. Hanley to PSC President Barbara Bowen, with Dr. Bowen's signature at the bottom indicating agreement with the terms set forth therein regarding the 2004 Health Benefits Agreement; the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee; the letter dated July 13, 2005 from Commissioner James F. Hanley to Ms. Randi Weingarten, Chairperson of the Municipal Labor Committee, with Ms. Weingarten's signature; the letter dated July 22, 2005 from Commissioner James F. Hanley to PSC President Barbara Bowen, with Dr. Bowen's signature at the bottom indicating agreement with the terms set forth therein; and the memorandum dated January 18, 2006 from Commissioner James F. Hanley to Affected City and City-Related Agencies.

b. In addition to the terms of the agreements referenced in paragraph 6.a above, the per annum contribution paid on behalf of each full-time eligible employee to the PSC-CUNY Welfare Fund under Article 26 of the PSC/CUNY collective bargaining agreement shall be increased as indicated below:

<u>Increase</u>	<u>Effective</u>
\$150	August 25, 2006
\$50	September 19, 2007

- c. In addition to the terms of the agreements referenced in paragraph 6.a above, the per annum contribution paid on behalf of each eligible employee separated from service to the PSC-CUNY Welfare Fund under Article 26 of the PSC/CUNY collective bargaining agreement shall be increased as indicated below:

- i) Each eligible employee separated from service from July 1, 1970 through August 31, 1982

<u>Increase</u>	<u>Effective</u>
\$150	August 25, 2006
\$50	September 19, 2007

- ii) Each eligible employee separated from service on or after September 1, 1982

<u>Increase</u>	<u>Effective</u>
\$150	August 25, 2006
\$50	September 19, 2007

- d. The University will make a one-time, lump sum cash payment to the PSC-CUNY Welfare Fund of \$12,404,673 upon ratification of the agreement by the membership of the PSC and approval by the Board of Trustees of The City University of New York.
- e. The University will make an additional one-time lump sum cash payment in the amount of \$17,593,896 upon ratification of the agreement by the membership of the PSC and approval by the Board of Trustees of The City University of New York.
- f. Effective May 1, 2004, recurring funds in the amount of \$1,319,542 per annum will be paid by the University to the PSC-CUNY Welfare Fund; a pro-rata share will be paid monthly.
- g. Effective May 1, 2006, additional recurring funds in the amount of \$879,695 per annum, for a total, including the amount set forth in paragraph 6.f above, of \$2,199,237, will be paid by the University to the PSC-CUNY Welfare Fund; a pro-rata share will be paid monthly.
- h. To reflect the changes made pursuant to paragraphs 6.a through 6.g above, Article 26 will be amended as indicated in Appendix B.

7. **Additions to Gross:** The following monetary amounts provided in the 2000-2002 PSC/CUNY collective bargaining agreement shall be increased by 2.5% effective

May 1, 2004, 2.75% effective May 1, 2005, 3% effective May 1, 2006 and 1.01% effective September 19, 2007: PSC-CUNY Research Awards, Travel Allowances, Distinguished Professor Stipends, the HEO/CLT Professional Development Fund and the Continuing Education Teacher Anniversary Payments. The total cost of the increases set forth in this section 7 shall not exceed a cost of 0.11 percent of the last payroll date of January 2002, including spinoffs and pensions.

8. Reassigned Time for Scholarly Activities: Untenured Faculty Serving as Counselors or as Librarians:

a. Effective September 1, 2006, untenured Assistant Professors, untenured Associate Professors and untenured Professors employed as faculty counselors or as 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 during their first three (3) annual appointments in order to engage in scholarly and/or creative activities related to their academic disciplines. Assignment of such reassigned time will be made by the college pursuant to guidelines designed to encourage scholarship.

b. Effective September 1, 2006, untenured Assistant Professors, untenured Associate Professors and untenured Professors employed as faculty counselors or as faculty librarians who were initially appointed to those titles on September 1, 2002, September 1, 2003, September 1, 2004, or September 1, 2005 and who continue in active pay status will receive the equivalent of 12 contact hours of reassigned time to be used during the 2006-2007, 2007-2008, and 2008-2009 academic years, regardless of tenure status, in order to engage in scholarly and/or creative activities related to their academic disciplines. Assignment of such reassigned time will be made by the college pursuant to guidelines designed to encourage scholarship.

c. For the purpose of calculating the reassigned time provided in paragraphs 8.a and 8.b above and paragraph 9 below, 12 contact hours shall be equivalent to the number of clock hours that would be necessary to provide full reassigned time to a faculty counselor or a faculty librarian for 15 weeks. Assignment of such reassigned time will be made by the college pursuant to guidelines designed to encourage scholarship.

9. Additional 12 Hours of Reassigned Time for Untenured Faculty: Untenured Assistant Professors, untenured Associate Professors and untenured Professors who receive an initial appointment to a professorial title on or after the September 1 following enactment of the legislation regarding tenure set forth in paragraph 4 above will receive an additional twelve (12) contact hours of reassigned time. With the 12 contact hours of reassigned time negotiated in the previous collective bargaining agreement (and, for faculty counselors and faculty librarians, the 12 contact hours in paragraph 8.a above), these faculty members will have a total of 24 contact hours of reassigned time, to be used during their first five (5) annual appointments, in order to engage in scholarly and/or creative activities related to their academic disciplines.

Assignment of such reassigned time will be made by the college pursuant to guidelines designed to encourage scholarship.

10. Fellowship Leaves: Effective starting the fall semester following the enactment of the legislation regarding tenure set forth in paragraph 4 above, there will be three types of fellowship leave:

- a full-year at 80% of the bi-weekly salary rate
- a one-half year leave at 80% of the bi-weekly salary rate
- a one-half year leave at full pay.

11. Teaching Workload at New York City College of Technology: Effective Fall 2006, the annual undergraduate teaching contact hour workload for Assistant Professors, Associate Professors and Professors at New York City College of Technology shall be 24 hours. The Appendix to the collective bargaining agreement on workload will be amended accordingly.

12. Modification of Faculty Counselor Workweek and Annual Leave/Creation of Higher Education Counselor: On or after July 1, 2006, employees in Higher Education Officer Series titles may be appointed or assigned to serve as counselors. Employees in Higher Education Officer Series titles who are appointed or assigned as counselors will be appointed or assigned in either the Higher Education Associate or Higher Education Officer titles, and will be required to have, at a minimum, a Masters degree in an appropriate discipline for personal or psychological counseling.

Colleges may continue to appoint or assign faculty as counselors or to other student personnel assignments. Effective August 25, 2006, 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.

The contractual language for implementing this paragraph is in Appendix C.

13. Distinguished Professors: The maximum number of Distinguished Professors shall be increased from 125 to 175. Article 23.1 of the collective bargaining agreement will be amended accordingly.

14. HEO/CLT Professional Development Fund:

a. The September 26, 2003 side letter implementing the HEO/CLT Professional Development Fund negotiated in the 2000-2002 PSC/CUNY collective bargaining agreement will be amended as follows:

- (i) The maximum grant shall be \$3,000.

- (ii) The three application deadlines shall be replaced by a provision for rolling applications.
 - (iii) Up to \$3,000 annually may be spent from the Fund to reimburse the PSC for administrative expenses incurred by the PSC in implementing the Fund. The PSC will provide an annual itemized accounting of these expenses.
 - (iv) Members of the HEO/CLT Professional Development Committee may receive a stipend from the HEO/CLT Professional Development Committee Fund of up to \$3,000 per person per annum. The cost to the HEO/CLT Professional Development Fund for these stipends may not exceed \$12,000 per annum.
- b. Consistent with the parties' understanding in the September 26, 2003 side letter, which requires the parties to negotiate the use of funds in excess of \$500,000 in the HEO/CLT Professional Development Fund, the parties have agreed that, effective September 1, 2006, \$500,000 from the HEO/CLT Professional Development Fund shall be allocated on a one-time basis to an Adjunct Professional Development Fund. Article 33.5 will be amended accordingly.

15. Adjunct Enhancements:

- a. **Adjunct Professional Development Fund:** Effective September 1, 2006, the sum of \$500,000, from paragraph 14.b above, shall be deposited by the PSC in a separate, interest-bearing account for the purpose of establishing an Adjunct Professional Development Fund. The terms of this Adjunct Professional Development Fund are as follows:
- (i) The Adjunct Professional Development Fund will continue to operate until the \$500,000 has been expended.
 - (ii) The PSC will establish an Adjunct Professional Development Selection Committee that will be responsible for reviewing applications and making the professional development grants from the Adjunct Professional Development Fund. Applications will be received and grants awarded on a rolling basis.
 - (iii) The Professional Development Selection Committee will be responsible for accounting to the PSC for the expenditure of the funds. At the end of each CUNY fiscal year (*i.e.*, June 30), the PSC will provide an accounting of the use of the funds to the President of the

PSC and the Vice Chancellor for Faculty and Staff Relations. This accounting will include the following information: 1) the name of each recipient, 2) the amount of the grant, 3) the specific purpose for which the grant was made, 4) an itemized accounting of other (i.e., administrative) expenditures, 5) the opening balance of the account and 6) the closing balance of the account.

- (iv) An adjunct faculty member who is teaching six or more classroom contact hours in the semester and has taught one or more courses for the two most recent consecutive semesters (not including summer session) shall be eligible to apply for a grant from the Adjunct Professional Development Fund. To be eligible for a grant that would be used during an intersession or summer session period when not otherwise employed at the college, an adjunct must meet the above stated eligibility requirements and in addition must have been notified of reappointment for the next consecutive semester. Continuing Education Teachers who are appointed to a position that will continue for a period of more than six months and that requires them to teach a minimum of 20 hours per week and who have taught in such an appointment for the two most recent consecutive semesters (not including summer session) shall also be eligible to apply for a grant from the Adjunct Professional Development Fund.
- (v) Eligible employees will apply by using a standard application form. The application will explain how the professional development activity is related to the employee's position at the University and to the employee's own professional development. A grant for a professional development activity that conflicts with the employee's teaching responsibilities will not be awarded.
- (vi) Applications must have the approval of one chairperson of a department that is employing the adjunct before being submitted to the Adjunct Professional Development Selection Committee. If the chairperson does not approve the application, he/she must provide an explanation for the disapproval.
- (vii) Applications must be approved by the Adjunct Professional Development Selection Committee before the funded professional development activity commences. Funds will be disbursed to the employee only upon submission of documentation acceptable to the Adjunct Professional Development Selection Committee.
- (viii) The maximum award for professional development activities in any academic year to an individual is \$3,000. Preference will be given to

employees who have not previously received professional development funds and to employees with long service to the University. Up to \$3,000 annually may be spent from the Fund to reimburse for administrative expenses. The PSC will provide an annual itemized accounting of these expenses.

b. **Non-Teaching Adjuncts and Adjunct College Laboratory Technicians:**

Article 14.8 will be amended to read as follows:

Effective August 25, 2006, adjunct classroom teachers, teachers on multiple position assignments employed for a course, non-teaching adjuncts including full-time instructional staff on non-teaching multiple position assignments and adjunct College Laboratory Technicians including full-time instructional staff in adjunct college laboratory multiple position assignments may be excused for personal illness or personal emergencies including religious observance, death in the immediate family or similar personal needs which cannot be postponed for a period of 1/15 of the total number of clock hours in the particular session or semester. Request for such leave, where possible, must be made in advance, in writing. If it is not possible to make such a request in advance, the department chairperson or supervisor should be informed as soon as possible. The reason provided must be satisfactory to the chairperson or supervisor.

c. **Notification of Salary Rate:**

Effective August 25, 2006, the college shall notify each adjunct instructional staff member of his/her title and hourly rate of pay in his/her appointment letter. If the adjunct instructional staff member believes that the hourly rate of pay is incorrect, he/she will so notify the college's Office of Human Resources. If the adjunct notifies the college's Office of Human Resources within 30 days of the first day of the semester, any adjustment in the hourly rate of pay will be made retroactive to the first day of the semester. Article 24 will be amended accordingly.

d. **Adjunct Service Interrupted by Appointment as a Substitute:** Effective August 25, 2006, where an adjunct's continuous appointments in a teaching or non-teaching title 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 teaching or non-teaching 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 purposes of determining eligibility under Article 26.5 and Article 29.3 and for the purpose of movement within the adjunct salary schedule in Article 24.2.

- e. **Communication Resources for Adjuncts:** On campuses where capacity exists, teaching adjunct instructional staff will be provided with a CUNY e-mail address. The colleges will use their best efforts to provide teaching adjunct instructional staff with voicemail and, where feasible, to include them in department directories.

16. **Salary-Above-Base - Law School Series Titles and Medical Series Titles:** The settlement agreement dated June 25, 2002 that was incorporated into the Memorandum of Agreement that settled the 2000-2002 PSC/CUNY collective bargaining agreement is made applicable to the following titles:

Medical Professor (Basic Sciences)
Associate Medical Professor (Basic Sciences)
Assistant Medical Professor (Basic Sciences)
Medical Professor (Clinical)
Associate Medical Professor (Clinical)
Assistant Medical Professor (Clinical)
Law School Professor
Law School Associate Professor
Law School Assistant Professor
Law School Library Professor
Law School Library Associate Professor
Law School Library Assistant Professor

For titles listed above that do not have a seven-year step, the percentage increases specified in the settlement agreement will be applied to the maximum salary in the salary range for the title.

17. **Minimum Hourly Rate for CLIP Teachers:** The minimum hourly rate for Continuing Education Teachers in the CUNY Language Immersion Program shall be established at \$32.50, effective May 1, 2006, and on May 1, 2006 shall be increased as provided in paragraph 3.c above.

18. **Access to College Library for Continuing Education Teachers:** Effective August 25, 2006, Continuing Education Teachers who have an appointment that will last at least six weeks will have library privileges on the campus on which they are working.

19. **Increase in Library Reassignment Leaves:** Effective on the September 1 following the enactment of the legislation regarding tenure set forth in paragraph 4 above, the 50 reassignment leaves provided to librarians annually pursuant to Article 25.4 shall be increased from four weeks to five weeks.

20. Disciplinary Procedures: Article 21.12 will be amended such that the current language in paragraph (e) will be deleted and replaced by: 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.

21. Distinguished Lecturers: Effective upon ratification of the agreement by the membership of the PSC and approval by the Board of Trustees of The City University of New York, when a Distinguished Lecturer is hired by the Law School, the salary range for the position shall be from the minimum of the Law School Instructor range to the maximum of the Law School Professor range. When a Distinguished Lecturer is hired by the Sophie Davis School of Biomedical Education, the salary range shall be from the minimum of the Medical Lecturer range to the maximum of the Medical Professor (Clinical) range.

With the exception of the applicable salary ranges, the other terms and conditions of employment of Distinguished Lecturers in the Law School and in the Sophie Davis School of Biomedical Education shall be the same as other Distinguished Lecturers, as provided in Article 11.7.

22. Educational Opportunity Centers: Modifications to the terms and conditions of employment for employees of the Educational Opportunity Centers are covered by a separate Memorandum of Agreement.

23. Grievance and Disciplinary Procedures for Medical and Law School Titles: Effective August 25, 2006, instructional staff in Medical and Law School titles shall be covered under all provisions of Articles 20 and 21 of the collective bargaining agreement. Articles 1.1, 34.2 and 35.5 shall be modified accordingly.

24. Recognition Clause:

- a. Effective August 25, 2006, employees in the Office of the Chancellor and employees in the Office of the Secretary of the Board of Trustees will be added to the list of functions and titles that are excluded in Article 1 of the collective bargaining agreement. Additionally, Article 1 will be amended to provide that not more than one Assistant Principal (Administration) in the Hunter College Campus Elementary School and not more than two Assistant Principals (Administration) in the Hunter College Campus High School will be excluded.
- b. The title "Occasional Per Diem Substitute Teacher" will be accreted to the Professional Staff Congress bargaining unit effective September 1, 2006. The title "Occasional Per Diem Substitute Teacher" is covered by New York State Education Law Section 6216 for salary purposes.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.

Signed by Barbara Bowen for PSC (5/11/06) and by Matthew Goldstein for CUNY (5/10/06)

APPENDIX A

CUNY Proposal # 2-06

AN ACT to amend the education
law in relation to
tenure for faculty
members at the city
university of New York

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Subdivision 3 of Section 6212 of the education law is amended to read as follows:3. The permanent instructional staff shall consist of all persons employed by the city university on an annual salary basis at the educational units governed and administered by the board of trustees as follows: (a) in the grades of professor, associate professor, assistant professor, [senior registrar, registrar, assistant registrar, associate registrar, assistant librarian, and college laboratory technician; in the elementary and high schools: instructor, assistant teacher, critic teacher, or teacher;] or in any grade or position which the board in its discretion may add thereto, who, after serving on an annual salary in any of the grades or positions enumerated or provided for in section (a) of this paragraph for [five] seven full years continuously, have been appointed or shall be appointed for an [sixth] eighth full year, except as provided in subdivisions four and five of this section; and (b) in the grades of college laboratory technician, senior registrar, registrar, assistant registrar, associate registrar, assistant librarian and in the elementary and high schools: instructor, assistant teacher, critic teacher, or teacher, or in any grade or position which the board in its discretion may add thereto, who, after serving on an annual salary in any of the grades or positions enumerated or provided for in section (b) of this paragraph for five full years continuously, have been appointed or shall be appointed for a sixth full year, except as provided in subdivision four of this section; the membership of such persons on the permanent instructional staff as provided for in section (a) of this paragraph shall become effective on the first day of September

following their reappointment for the [sixth] eighth full year, and the membership of such persons on the permanent instructional staff as provided for in section (b) of this paragraph shall become effective on the first day of September following their reappointment for the sixth full year. Where the service of a member of the instructional staff, in one of the titles listed or provided for herein, is interrupted by reason of absence on a maternity or child care leave duly granted by the board of trustees, the period of creditable service immediately preceding such absence shall be counted in computing the [five] full years of service required by this subdivision.

Section 2. Subdivision 5 of Section 6212 of the education law is amended to read as follows:

5. Persons appointed to the rank of professor, associate professor or assistant professor may under the provisions of the board of trustee's by-laws be placed on permanent instructional staff by the board of trustees in its discretion after not less than one nor more than [five] seven years of continuous full time service on an annual salary except that persons of proven record who have achieved tenure at another recognized institution of higher learning and whose appointment is to the rank of professor may be granted tenure immediately on appointment. Persons promoted to the rank of professor shall be granted tenure after not more than four years of continuous full time service on an annual salary in positions on the instructional staff.

Section 3. This act shall take effect September 1, 2006 and shall apply to all members of the instructional staff covered by subdivision 3 of section 6212 appointed on or after September 1, 2006.

APPENDIX B Welfare Fund

Article 26 will be amended as follows:

26.1 The University shall make per capita per annum contributions to the PSC-CUNY Welfare Fund as set forth below. The specified amounts will be paid on a per capita pro-rated monthly basis to the PSC-CUNY Welfare Fund for all full-time eligible members of the instructional staff and such other categories of employees on whose behalf the University has agreed with the PSC to make contributions and who are included in the annual audit referenced in the agreement between the PSC, the PSC-CUNY Welfare Fund and the University dated May 26, 2004.

Effective October 31, 2002	\$1,375
Effective July 1, 2004	\$1,440
Effective July 1, 2005	\$1,475
Effective January 1, 2006	\$1,540
Effective July 1, 2006	\$1,440
Effective August 25, 2006	\$1,590
Effective September 19, 2007	\$1,640

26.2 Determination of eligibility and benefits is made by the PSC-CUNY Welfare Fund.

26.3 The parties agree to reorganize the structure of the PSC-CUNY Welfare Fund in accordance with the principles set forth in the document entitled "Structure of the PSC-CUNY Welfare Fund," dated May 21, 1985. The restructured PSC-CUNY Welfare Fund shall for all purposes be considered the successor entity to the former Fund.

26.4 The University shall contribute to the PSC-CUNY Welfare Fund the following annual amounts on a pro-rata basis for instructional staff (a) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits at the time of such separation, who remain primary beneficiaries of the New York City Health Insurance Program and are entitled to benefits paid for by the City through such program or (b) who have separated from service subsequent to June 30, 1970, who were eligible to receive supplemental welfare benefits and who were covered by a welfare fund at the time of such separation pursuant to a separate agreement between the Board of Higher Education/CUNY and the certified union representing such employees, who were participants in the CUNY Optional Retirement Program (TIAA - CREF), who were employed by CUNY on a full-time basis for at least ten (10) years, who are at least age 55 and who have elected to and are receiving an annuity benefit from the CUNY Optional Retirement Plan (TIAA - CREF) ("eligible individual or employee").

a. Eligible employees separated from service from July 1, 1970 through August 31, 1982.

Effective October 31, 2002	\$1,110
Effective July 1, 2004	\$1,175
Effective July 1, 2005	\$1,210
Effective January 1, 2006	\$1,275
Effective July 1, 2006	\$1,175
Effective August 25, 2006	\$1,325
Effective September 19, 2007	\$1,375

b. Eligible Employees separated from service on or after September 1, 1982.

Effective October 31, 2002	\$1,550
Effective July 1, 2004	\$1,615
Effective July 1, 2005	\$1,650
Effective January 1, 2006	\$1,715
Effective July 1, 2006	\$1,615
Effective August 25, 2006	\$1,765
Effective September 19, 2007	\$1,815

26.5 a. Effective upon ratification of the agreement by the union and approval by the Board of Trustees, the University will make two one-time, lump sum cash payments to the PSC-CUNY Welfare Fund: one in the amount of \$12,404,673 and the other in the amount of \$17,593,896.

b. Effective May 1, 2004, recurring funds in the amount of \$1,319,542 will be paid annually by the University to the PSC-CUNY Welfare Fund; a pro-rata share will be paid monthly. Additionally, effective May 1, 2006, recurring funds in the amount of \$879,695, for a total of \$2,199,237, will be paid annually by the University to the PSC-CUNY Welfare Fund; a pro rata share will be paid monthly.

26.6 The University and the PSC agree that the health benefit for qualified adjuncts shall be available to those non-teaching adjuncts who are working ten or more hours per week and who have worked ten or more hours for two consecutive semesters and to those teaching adjuncts who are teaching six or more hours (or the equivalent) in the semester and who have taught one or more courses for two consecutive semesters (not including Summer Sessions) provided that said non-teaching and teaching adjuncts are not covered by other primary health care insurance provided by or through another source. Adjuncts who establish eligibility as provided in this paragraph, which is based upon CUNY-wide service, shall be eligible to receive benefits in the third consecutive semester. Such benefit shall be partially contributory by the employee. The amount of the employee's contribution shall depend upon available funding and the number of eligible employees.

An adjunct who has established eligibility for this health benefit shall lose eligibility if in any two out of three academic years the adjunct is employed in only one semester of the year at CUNY.

Effective February 1, 1986, an amount of money equal to one quarter of one percent (.25%) of the aggregate unit salaries shall be paid each year for health insurance benefits to the PSC for this welfare fund health benefit for eligible adjuncts.

Effective August 1, 2002, the additional amount of \$1,534,404 per annum will be paid by the University to the PSC-CUNY Welfare Fund; a pro rata share will be paid monthly.

APPENDIX C Modification of Faculty Counselor Workweek and Annual Leave/Creation of Higher Education Counselor:

1. Article 11 is amended, adding a new section, 11.9, as follows:

HEO Counselors

On or after July 1, 2006, employees in Higher Education Officer Series titles may be appointed or assigned as counselors. Employees in the Higher Education Officer series appointed or assigned as counselors may perform all of the functions currently performed by faculty serving as counselors, except for teaching academic courses in other academic departments and for performing the unique roles that faculty play in the governance of the University (*e.g.*, service on departmental personnel and budget committees) unless the college Governance Plan provides for such participation. It is understood that employees in Higher Education Officer Series titles who are appointed or assigned as counselors shall not be required to have a research commitment.

Colleges may continue to appoint or assign faculty as counselors.

2. Article 14.3 c) will be amended to read as follows:
 - a. Effective August 25, 2006, for instructional staff members who, prior to September 1, 1998 were appointed or assigned full-time as Counselors or to other student personnel assignments, except those in the Higher Education Officer series, the period of annual leave shall be from the day subsequent to the spring commencement of each college until the third day, excluding Saturday and Sunday, preceding the thirtieth of August that follows such commencement, or an equivalent consecutive period.
 - b. Effective August 25, 2006, instructional staff members who, on or after September 1, 1998, were appointed or assigned full-time as Counselors or to other student personnel assignments, except those in the Higher Education Officer series, will have the same number of annual leave days as instructional staff members appointed or assigned full-time as Counselors or to other student personnel assignments prior to September 1, 1998. The period of annual leave for such employees shall be from the day subsequent to the spring commencement of each college until the third day, excluding Saturday and Sunday, preceding the thirtieth of August that follows such commencement or, in the discretion of the college, shall be scheduled in no less than four-week periods, except for the last of such periods, which shall consist of the remaining number of days of annual leave. The number of annual leave days shall be equivalent to the number of days, excluding

Saturdays, Sundays and legal holidays, between the day after the spring commencement of the college until the third day, excluding Saturday and Sunday, preceding the thirtieth of August that follows such commencement.

- c. Instructional staff members who, on or after September 1, 1998 but before August 25, 2006, were appointed or assigned full-time as Counselors or to other student personnel assignments, except those in the Higher Education Officer series, will have through August 24, 2006 to use any annual leave days that they accumulated pursuant to Section 14.3c) of the 1996-2000 and 2000-2002 collective bargaining agreements.

3. Article 15.4 (a) will be modified to read as follows:

Effective August 25, 2006, all members of the Instructional Staff assigned as Counselors or to other student personnel assignments, except those in the Higher Education Officer series, shall have a workweek of thirty (30) hours as assigned.

4. The second paragraph of Article 25.4 will be deleted.