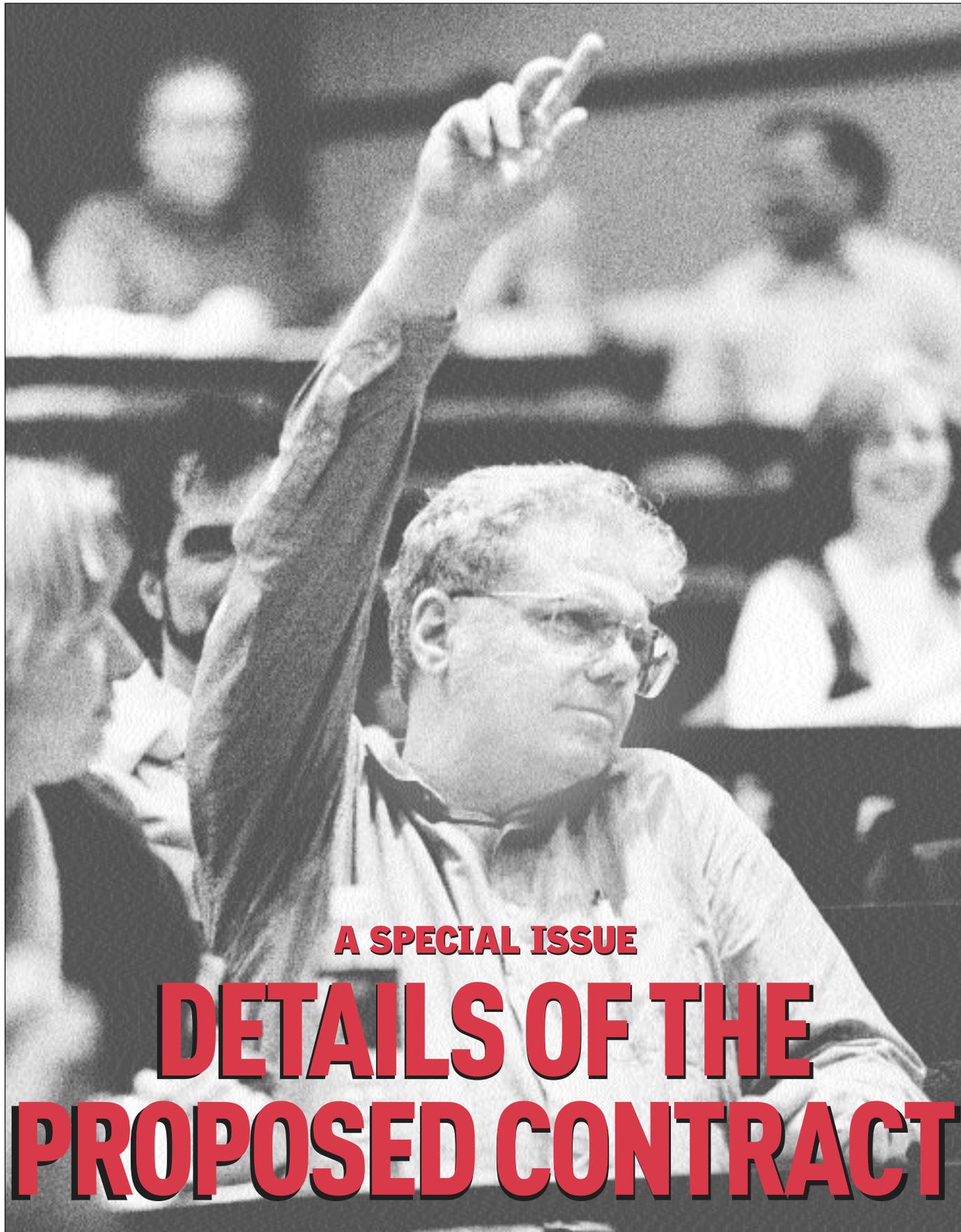


Clarion

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

CONTRACT SPECIAL / MAY 2002



A SPECIAL ISSUE

DETAILS OF THE PROPOSED CONTRACT

This special issue of *Clarion* is a tool – a tool for you to use. Inside is information that will help you decide how to vote on the proposed contract between CUNY and the PSC. This issue includes the complete text of the agreement, a summary of what it provides, answers to some common questions and comments from the PSC's negotiating team. You'll also find a look back at the PSC's contract campaign – at the thousands of members whose actions helped to produce this agreement. Above, Bill Tabb prepares to raise a question about the contract during a chapter meeting at Queens. Now it's your turn.

AMERICAN ASSN. OF UNIVERSITY PROFESSORS • AMERICAN FEDERATION OF TEACHERS • N.Y.C. CENTRAL LABOR COUNCIL • N.Y.S. AFL-CIO • N.Y. STATE UNITED TEACHERS

THE VOTE

**Be sure to mail
your ballot**



Ballots must be received by 9:00 am on Friday, May 24.

SEE PAGES 9 & 12

JUST THE FAQs

Questions & answers on the settlement

Fifteen hundred PSC members have discussed the proposed contract at special chapter meetings throughout the University. Some of the most frequently asked questions are presented inside.

PAGES 6-7



THE AGREEMENT

Everything you wanted to know

Inside is a detailed description of what's in the proposed contract, plus the complete text of the agreement between CUNY and the Professional Staff Congress.

PAGES 2-5



UNION VIEWS

Comments from the PSC negotiating team

What members of the union's bargaining team have to say about the agreement – and the struggle that produced it. What was achieved, and what comes next.

PAGES 8 & 12

Lisa Quiliones

What's in the proposed contract

[Below is a summary of the Memorandum of Agreement between the PSC and CUNY, prepared by the PSC. The text of the agreement itself follows on pages 4 and 5.]

1. Term of the Contract:

Twenty-seven months, from August 1, 2000 to October 31, 2002.

2. Salary Increases & Equity Adjustments to Salaries:

All salary increases and equity adjustments go into the base salary and are retroactive.

a. First Year: All titles and steps within titles will receive a 4% increase effective August 1, 2000.

b. Second Year: All titles and all steps within titles will receive a minimum of a 3% increase, compounded, effective August 1, 2001, with the following additions for equity:

i) In place of the 3% increase, the following titles and all steps within titles will receive a 5.77% increase, compounded, effective August 1, 2001:

Assistant Registrar
Lecturer Series
Graduate Assistant Series
Assistant to HEO

ii) In place of the 3% increase, the titles in the CLT series and all steps within titles will have the following amounts added to each step:

CLT: \$3,600 (This is equivalent to an overall increase of 10.15%, on average, in the second year)
Senior CLT: \$3,400 (This is equivalent to an overall increase of 7.28%, on average, in the second year.)
Chief CLT: \$3,200 (This is equivalent to an overall increase of 5.88%, on average, in the second year.)

iii) In place of the 3% increase, the top step of the salary schedules for the following full-time titles will receive a 3.8% increase, compounded:

Instructor	Assistant to HEO I
Instructor II	Assistant to HEO II
Assistant Professor	HEO Assistant
Associate Professor	HEO Associate
Professor	HEO

Terms of the new agreement

Research Assistant	Associate Registrar
Research Associate	Registrar
Assistant Teacher	Senior Registrar
College Physician	
Law School Librarian Series	

c. Continuing Education Teachers: Effective September 1, 2002, CETs 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 will be entitled to 14 days of sick leave per year, which can accrue up to a maximum of 28 days. They will also be entitled to \$1,000 additions to base pay after two years, four years and six years, for a total of \$3,000 after six years. Service as a CET working 20 hours per week or more prior to 9/1/02 will be credited towards additions to base pay. (The CET hourly minimum, as well as individual pay rates, will be increased by 4% the first year and 3% the second year, compounded.)

3. Teaching Load Reduction, Workload and Reclassification Issues:

a. Reassigned Time for Scholarly Activities for Untenured Classroom Faculty: Untenured Assistant Professors, Associate Professors and Professors (except Librarians and Counselors) who are initially appointed on or after September 1, 2002 will be eligible for reassigned time not to exceed a total of 12 contact hours during their first three annual appointments. Implementation of this benefit will include further negotiation of the possibility of a one-time cash payment to accommodate the phase-in of such reassigned time for untenured faculty appointed between September 1, 2000 and September 1, 2002.

b. New York City Technical College and College of Staten Island Teaching Workload Reduction: Effective with the Fall 2002 semester, the annual undergraduate teaching contact hour workload for Professors, Associate Professors and Assistant Professors shall be 21 hours at CSI and 26 hours at NYCTC. Management has agreed to explore further reduction of the contractual workload at City Tech in the next round of collective bargaining.

c. Labor/Management Committees on HEO Workload: Composed of two members designated by the PSC and two by the college president on each campus, the committees may make non-binding recommendations on HEO workload issues to the President. HEOs will be

able to make requests to these committees for position reclassification; if a committee decides a request has merit, it will refer the matter to the HEO Screening Committee for consideration.

d. CLT University-Wide Labor Management Committee: Composed of two members designated by the PSC and two by the Chancellor, the Committee will review the promotion procedures applicable to the CLT series and issue a non-binding report by the end of the contract term (10/31/02).

e. Academic Calendar: In resolution of management's demand to lengthen the academic year and reduce faculty annual leave, it was agreed to adjust the start date for one academic year, 2004/05, to August 27. (An earlier agreement concerning the end of the academic year, which changed "June commencement" to "spring commencement" will be incorporated into the collective bargaining agreement.)

4. Other Changes in the Structure of Compensation:

a. Adjunct Professional Hour: Effective September 1, 2002, adjuncts assigned to teach six or more contact hours at the same college will

be paid at 100% of their teaching rate for one additional hour per week in order to engage in professional assignments related to their academic responsibilities, such as office hours and professional development. The additional hour will not count toward the maximum hours adjuncts are allowed to teach. This provision will not apply to full-time instructional staff who teach a course as a multiple position.

The PSC will form a task force to monitor implementation.

b. Overscale Pay: For the titles Assistant, Associate and full Professor and for HE Assistant, HE Associate and HEO, salary in excess of the last step of the salary schedule may be added to the salary base of an individual according to the following procedure and limits.

When a college President intends to make an over-scale base salary offer to recruit or retain a bargaining unit member, the President must convene an *ad hoc* committee of faculty or HEOs, as the case may be, to make a non-binding recommendation - based on their academic judgment regarding the qualifications of the candidate - on whether to offer overscale salary, and, if so, where to place the candidate in one of three salary tiers. For the title in question, Tier I will be 101% - 115% of the seven-year step, Tier II will be 116% - 140% of the seven-year step, and Tier III will be 141% - 165% of the seven-year step. The President will

Major features of the agreement

- ▶ real wage increases for all titles
- ▶ equity adjustments at the bottom and the top
- ▶ office/professional hours for thousands of adjuncts
- ▶ research time for new junior faculty
- ▶ professional fund for HEOs and CLTs
- ▶ workload committees for HEOs
- ▶ promotion procedures committee for CLTs
- ▶ reduction of teaching load toward equity for two senior colleges
- ▶ one-year appointments for many adjuncts
- ▶ matching funds for graduate tuition
- ▶ library privileges for retirees
- ▶ full pay for summer department chairs
- ▶ regulation of overscale pay



From left: Queens Chapter Chair Jonathan Buchsbaum and PSC negotiating team members Barbara Bowen, John Hyland and Michael Fabricant take questions at the Queens College contract meeting.

forward his/her recommendation to the Chancellor for approval and then to the BOT.

Agreement on this issue brings overscale pay into the contract, regularizes practices which heretofore have been unilateral, and introduces faculty/staff review. CUNY will discontinue any other proposed or existing practices for increases to base salary, and the PSC will withdraw its legal and grievance challenges to these practices. Funding for this item does not come out of the collective bargaining settlement.

The PSC will form a task force to monitor implementation.

c. Department Chair Compensation for Summer Assignment: After consultation with departmental chairpersons, the president of a college shall designate a department as having either a 9-, 10- or 11-month department chairperson. Department chairpersons will be paid 1/9th of annual salary for every month assigned over their regular (9-month) academic-calendar-year assignment. Summer assignments need not be completed in consecutive weeks. This provision shall not affect existing agreed-upon practices concerning coverage of the department chairperson's duties when he/she is unavailable to perform them. Funding for this item does not come out of the collective bargaining settlement.

The PSC will form a task force to monitor implementation.

d. Distinguished Lecturer Title: A new short-term, non-tenurable title of Distinguished Lecturer is created. The position will be primarily a teaching position, but may include research. Those serving in this title are limited to a total of 5 years of service, and there can be no more than 80 Distinguished Lecturers at one time University-wide. The salary for this position will range from the minimum of the Lecturer schedule to the top step of the Professor schedule. Funding for this item does not come out of the collective bargaining settlement.

The PSC will form a task force to monitor implementation.

5. Professional Advances:

a. Professional Development for HEOs and CLTs: Up to one-half million dollars per year will be available for grants for professional development for HEOs and CLTs. The funds will be allocated proportionally to colleges based on numbers of employees in HEO and CLT titles at each college.

b. Increases for Travel, PSC/CUNY Research & Fellowship Awards, and Distinguished Professors: All amounts for the above purposes will be increased by 4% at the beginning of the first year and by another 4%, compounded, at the beginning of the second year.

c. One-Year Appointments for Adjuncts: After six consecutive semesters (exclusive of the Summer) in the same department, an adjunct shall be entitled to year-long (Fall and Spring) appointments.

d. Graduate School Tuition Remission: A one-time cash payment of \$1,000,000 to provide partial tuition remission to CUNY graduate students who serve as Graduate Assistants or as adjuncts at CUNY for the 2002/03 academic year. CUNY will match this amount.



PSC members at Queens think it over.

e. Professional Reassignments for Faculty Counselors: The contractual goal for reassignment leaves for Faculty Counselors is increased from 20% of eligible members to 35%.

f. Retiree Library Privileges: Upon request, each college shall provide a college identification card, which will give the retiree library privileges.

6. Enforcement of Grievance Deadline:

New language will read, "In the event the Step 1 decision was not received by the PSC at least fifteen (15) calendar days prior to the scheduled Step 2 meeting, the Chancellor or his/her designee shall, upon request by the PSC, direct the College to present its arguments first at the Step 2 meeting and shall grant the PSC, upon its request, an adjournment of no greater than 15 calendar days for the presentation of the grievance at Step 2. It is understood that nothing herein shifts the burden of proof with respect to the allegations contained in the grievance."

7. Enforceability:

None of the terms of the Memorandum of Economic Agreement, including changes initiated by management, will start until adequate City and State funding is secured.

8. Welfare Fund, Health, and Pension Benefits:

a. Terms agreed to under Municipal Labor Committee/City of New York Pension Enhancement Agreement (June 2000) and Health Benefits Agreement (January 2001), but implementation subject to negotiation of separate unit agreement:

i) Adjunct Health Insurance Additional Funding: Additional funds will be made available either to move adjuncts onto the New York City Health Insurance Plan or to reduce the current deficit to the Welfare Fund of providing adjunct health insurance.

ii) Increased Contributions to the Welfare Fund: Effective October 31, 2002, there will be an annual rate increase of \$200 to be added to both the active and the retiree

rates, resulting in new rates of \$1,375 for active employees and \$1,100 or \$1,550 for retirees, depending on date of retirement.

iii) Pension Advances for Members of NYC Teachers Retirement System and NYCERS: For TRS and ERS participants only: for active employees in Tiers III and IV with 10 years of system membership, the 3% employee pension contribution will be eliminated upon full ratification of the agreement. Also upon ratification, active employees in Tiers I and II will be credited with one month of additional retirement service credit for each year of service, up to a maximum of 12 months, if they were in active employment 10/1/00 and continue in active employment through 6/30/01 and will be credited with up to an additional 12 months if they continue in active employment through 6/30/02, for a maximum of 24 months.

b. Terms agreed to under Municipal Labor Committee/City of New York Health Benefits Agreement (January 2001) and already implemented:

i) One-Time Welfare Fund Payments: \$175 to PSC/CUNY Welfare Fund on behalf of each full-time employee and retiree (including \$50 each to close gap between expenses and revenues for prescription drug coverage), effective when the Health Benefits Agreement was signed; and a second \$175 to the PSC/CUNY Welfare Fund on behalf of each full-time employee and retiree (including \$75 each to close gap in prescription drug coverage), effective 7/1/01. These monies have been paid to the Fund.

ii) Expansion of the Transit Check Program: Legislation to permit CUNY to make payroll deductions for Transit Checks is currently pending in Albany.

iii) Health Benefit Gains:

- Free asthma and chemotherapy drugs for members in all health plans
- Reduced co-pays for injectable medications and certain psychotropic drugs
- Unlimited in-network coverage by GHI Mental Health, plus improvement of benefits under optional rider
- HIP outpatient Mental Health visits raised to 60 per year (\$10 co-pay)
- New, free 30-day HIP inpatient coverage of alcohol and substance abuse treatment
- Creation of a national panel of GHI doctors in targeted areas
- Increased fee schedule for GHI physicians in Manhattan

iv) Expansion of City of New York's 401(k) Plan: Eligibility expanded to include CUNY employees who will also maintain eligibility for CUNY's existing 403(b) plan.

v) Labor/Management Committee on Health Benefit Cost Containment: MLC/City of New York L/M Committee will identify modifications to current method for funding health benefits for City employees and non-Medicare retirees to achieve guaranteed savings to the City of \$100 million in FY03 and another \$100 million in FY04.

9. Approval and ratification:

The MOA 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.



Mohammad Soleymani (center) makes a point at the BMCC contract discussion.

Lisa Quinones

Tomio Geron

Memorandum of Economic 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 August 1, 2000 through October 31, 2002.

2. Continuation of Terms: The terms of the 1996-2000 PSC/CUNY collective bargaining agreement shall be continued except as modified by this MOA.

3. Economic Package: The total value of the economic package is as follows:

- a. four percent (4%) effective August 1, 2000
- b. four percent (4%) effective August 1, 2001, compounded
- c. effective October 31, 2002, funds not to exceed one percent (1%) to purchase recurring benefits, mutually agreed to by the parties, other than to enhance the salary increases set forth in Paragraph 4.a below. The funds available shall be based on the payroll, including spin-offs and pensions, as of the last payroll in January 2000 (January 27, 2000 for the senior colleges and January 21, 2000 for the community colleges).

4. Distribution of Economic Package: Subject to a final costing to ascertain that sufficient funding is available within the economic package provided in Paragraph 3 of this MOA, the parties agree that the economic package will be allocated as follows:

a. General Wage Increase:

- i. 4% effective August 1, 2000,
- ii. 3% effective August 1, 2001, compounded, to all titles, *except* that the following titles shall receive increases, effective August 1, 2001, as follows:

(A) Assistant Registrar	05.77%
Lecturer Series	05.77%
Graduate Assistant Series	05.77%
Assistant to HEO	05.77%

(B) Added to each step of the salary schedules for the following titles, the following amounts:

CLT	\$ 3,600
Senior CLT	\$ 3,400
Chief CLT	\$ 3,200

- iii. The final step of the salary schedules for the titles listed below, that receive a 3% increase effective August 1, 2001 pursuant to Paragraph 4.a.ii above, shall be increased by 3.8%, compounded, rather than the 3% provided therein:

Instructor
Instructor II
Assistant Professor
Associate Professor
Professor
Law School Librarian Series
Associate Registrar
Registrar
Senior Registrar
Research Assistant
Research Associate
Assistant Teacher
Assistant to HEO I
Assistant to HEO II
HEO Assistant
HEO Associate
HEO
College Physician

b. Graduate School Tuition Remission: Funds shall be available for the 2002-2003 academic year through a one-time cash payment of \$1,000,000 (one million dollars) to the Graduate School and University Center, for the purpose of providing partial tuition remission to CUNY graduate students who serve as Graduate Assistants or as adjuncts at CUNY. The University agrees to provide matching funds for the purpose of providing partial tuition remission to such graduate students

in a one-time cash payment of \$1,000,000 (one million dollars) to the Graduate School and University Center.

c. Adjunct Health Insurance: The university agrees to work with the PSC in an effort to include adjuncts in the New York City Health Plan. Any additional costs up to a maximum of .25% will be allocated from the funds provided pursuant to Paragraph 3. In the event that the adjuncts cannot be included in New York City Health Plan within the funds described herein, the parties agree that these funds will be applied instead to the PSC-CUNY Welfare Fund Adjunct Account to offset account deficits.

d. Continuing Education Teachers: Effective September 1, 2002, Continuing Education Teachers who are appointed to a position that will continue for a period of more than six (6) months and requires them to teach a minimum of twenty (20) hours per week will be entitled to the following:

- Fourteen (14) days of sick leave per year or a pro rata portion thereof, which may be accrued up to a maximum of 28 days.
- A \$1,000 (one thousand dollars) addition to base pay, effective on the second anniversary of employment
- A \$1,000 (one thousand dollars) addition to base pay, effective on the fourth anniversary of employment
- A \$1,000 (one thousand dollars) addition to base pay, effective on the sixth anniversary of employment

e. Reassigned Time for Scholarly Activities: Untenured Faculty: Effective October 31, 2002, untenured Assistant Professors, Associate Professors and Professors, except Librarians and Counselors, who are initially appointed on or after September 1, 2002, will be eligible for reassigned time not to exceed a total of 12 contact hours during their first three (3) annual appointments in order to engage themselves in scholarly and/or creative activities related to their academic disciplines. Assignments of such released time will be made by the college pursuant to guidelines designed to encourage scholarship.

f. Professional Development in the Higher Education Officer Series and College Laboratory Technician Series Titles: Funds not to exceed \$500,000 University-wide will be proportionately allocated to each college to provide opportunities for professional development for employees in Higher Education Officer series and College Laboratory Technician series titles. Guidelines for the approval of such professional development opportunities will be formulated by the parties.

g. Additions to Gross: Monetary amounts provided in the 1996-2000 PSC/CUNY collective bargaining agreement, such as those specified for Research and Fellowship Awards, for travel allowances, and for additional compensation for Distinguished Professors, shall be increased by 4%, effective August 1, 2000 and 4% August 1, 2001, compounded. The total cost of the increase set forth in this section 4.g shall not exceed a cost of 0.11 percent of the last payroll date of January 2000 (January 27, 2000 for the senior colleges and January 21, 2000 for the community colleges), including spinoffs and pensions.

h. Adjunct Professional Hours: Effective September 1, 2002, Adjunct Professors, Adjunct Associate Professors, Adjunct Assistant Professors, Adjunct Instructors and Adjunct Lecturers who are assigned a teaching workload of six (6) or more contact hours at the same college, will be paid at the appropriate teaching adjunct rate of pay for one (1) additional hour per week in order to engage in professional assignments related to their academic responsibilities, such as office hours, professional development, participation in campus activities and training. It is understood that the professional hours for adjuncts provided herein shall not be counted toward the maximum adjunct teaching hours in section 15.2 of this Agreement. This provision does not apply to full-time instructional staff who teach a course as a multiple position.

i. Teaching Workload at College of Staten Island and New York City Technical College:

- Effective the Fall 2002 semester, the annual undergraduate teaching contact hour workload at the College of Staten Island for Professors, Associate Professors, and Assistant Professors shall be 21 hours.

- Effective the Fall 2002 semester, the annual undergraduate teaching contact hour workload at New York City Technical College for Professors, Associate Professors, and Assistant Professors shall be 26 hours. The parties will stipulate in a side-letter that they are willing to explore further reductions of the contractual workload for faculty at New York City Technical College as part of collective bargaining for the immediate successor agreement.

j. The balance of the funds provided by Paragraph 3, if any, will be used as mutually agreed by the parties, including the possibility of a one-time cash payment from the economic package to accommodate the phase-in of reassigned time for scholarly activities for those untenured faculty appointed between September 1, 2000 and September 1, 2002.

5. Welfare Fund: Pursuant to the Health Benefits Agreement, effective October 31, 2002, the contribution paid on behalf of each full-time per annum employee to the PSC/CUNY Welfare Fund under Article 26 of the Agreement shall be increased by two hundred dollars (\$200) per annum, as indicated below:

<u>Increase</u>	<u>New Rate</u>	<u>Effective</u>
\$200	\$1,375	October 31, 2002

Pursuant to the Health Benefits Agreement, effective October 31, 2002, the contribution paid on behalf of each eligible employee separated from service to the PSC/CUNY Welfare Fund under Article 26 of the Agreement shall be increased by two hundred dollars (\$200) per annum, as indicated below:

i) Eligible Employees separated from service from July 1, 1970 through August 31, 1982

<u>Increase</u>	<u>New Rate</u>	<u>Effective</u>
\$200	\$1,110.00	October 31, 2002

ii) Eligible Employees separated from service on or after September 1, 1982

<u>Increase</u>	<u>New Rate</u>	<u>Effective</u>
\$200	\$1,550.00	October 31, 2002

6. 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.

7. Non-Economic Terms: The parties agree that the "Agreement Regarding the Non-Economic Elements of the Agreement," appended hereto, shall be incorporated in this Memorandum of Agreement.

8. Educational Opportunity Centers: Changes in salary and terms and conditions of employment of employees represented by the Professional Staff Congress/CUNY who are employed in the Educational Opportunity Centers from those existing in the 1996-2000 Agreement will be determined in separate negotiations between the parties.

9. 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.

10. Enforceability: It is agreed by and between the parties that this Memorandum of Agreement, including the Settlement Agreement dated _____, shall not become effective and is not enforceable until the appropriate governmental bodies provide adequate funding of the economic package.

Initialed by Barbara Bowen for PSC and Brenda R. Malone for CUNY, 3/1/02.

Agreement Regarding the Non-Economic Elements of the Successor Agreement between The City University of New York and The Professional Staff Congress/CUNY

1. Distinguished Lecturers: A Distinguished Lecturer title shall be created by the University, as follows:

The title will not be eligible for tenure.

An individual may not serve in the title for more than a total of five years.

The salary range for the title will be from the minimum of the Lecturer schedule to the seven-year step on the Professor schedule.

The position will be primarily a teaching position, but it may include research.

There will be no more than 80 Distinguished Lecturers.

The workload for Distinguished Lecturers will be the same as that of Professors in the college to which they are appointed.

2. Professional Reassignments for Counselors: The second paragraph of Section 25.4 of the 1996-2000 CUNY-PSC Agreement shall be amended as follows:

The parties agree to establish a paid leave not to exceed four weeks during any year commencing September 1 and ending August 31 for the purpose of permitting members of the instructional staff who are appointed or assigned full-time as Counselors or to other student personnel assignments on or after September 1, 1998, except those in the Higher Education Officer series, to be reassigned for research, scholarly writing, and other recognized professional activities that enhance their contribution to the City University. The reassignments shall be subject to approval by the personnel and budget committee of their department and appropriate college-wide committees. The parties accept as a goal the establishment of such reassignment leaves equal to [20%] 35% of the members of the instructional staff appointed or assigned full-time as Counselors or to other student personnel assignments on or after September 1, 1998, except those in the Higher Education Officer series, or 50 such leaves, whichever is less.

Note: Brackets indicate deletion; underlining indicates additions.

3. Adjunct Appointments: Paragraph 2 of Section 10.1(a)3 of the 1996-2000 CUNY-PSC Agreement shall be *deleted* and new paragraph 2 shall be *added* as follows:

An employee who has served as an adjunct in the same department of the college for not fewer than six (6) consecutive semesters (exclusive of summer sessions) during the three (3) year period immediately preceding the appointment, to whom the college intends to offer another appointment, shall be notified on or about May 15 of appointment for both the following Fall and Spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum in each semester, which shall be communicated to the employee as soon as they are known to the appropriate college authorities. Such notification shall also be subject to all other conditions of employment including, but not limited to, the workload provisions of Article 15.2.

4. Higher Education Officers: There will be a labor management committee on each campus composed of two members designated by the President of the College and two members designated by the PSC to hear concerns from individual employees in the Higher Education Officer series concerning workload. The Committee, as appropriate, may make non-binding recommendations to the President. The Committee also may consider requests from an individual member of the Higher Education Officer series for a reclassification of his/her position. If the Committee deems such a request to have merit, it will refer the matter for consideration to the HEO Screening Committee.

5. Retirees: Each college will provide, upon request by a retiree, a college-retiree identification card, which will provide the retiree with library privileges at the college.

6. Academic Calendar: The provisions of Section 14.1 of the CUNY-PSC Agreement notwithstanding, classes will begin on August 27, 2004 for the 2004-2005 academic year.

7. Department Chairpersons: The President of the college, after consultation with the Department Chairperson, shall designate each department as having a nine-month, a ten-month, or an eleven-month Department Chairperson. Such designation will be made no later than one month before the election of the Department Chairperson. If mutually agreed between the incumbent Department Chairperson and the President, the designation may be made during the three-year period of the Department Chairperson's tenure. Department Chairpersons will be paid one-ninth (1/9th) of annual salary for every month assigned over their regular academic-calendar year assignment. For purposes of this provision, one hundred and twenty (120) hours constitute a one-month summer assignment. The one hundred and twenty (120) hours need not occur in the same calendar month. The designation of a nine-month, a ten-month, or an eleven-month Department Chair-

person shall not affect existing agreed-upon practices concerning coverage of the Department Chairperson's duties when he/she is unavailable to perform them.

8. Continuation of Certain Health Benefits: Health Care Flexible Spending Account

(a) A flexible health care spending account shall be established pursuant to Section 125 of the IRS code after July 1993. Those employees eligible for New York City health plan coverage as defined on page 40, section 3(B) of the 2001 New York City Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least \$260 up to a maximum of \$5,000 per year. Said contribution and minimum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due the employee.

(b) Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses as defined as non-deductible in IRS Publication 502.

(c) An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

9. Pension Benefits Agreement and Health Benefit Agreement: The Pension Benefits Agreement attached hereto as Appendix A and the Health Benefit Agreement attached as Appendix B are deemed to be part of this Memorandum of Agreement.

10. Grievance Procedure: Section 20.4 of the CUNY-PSC Agreement shall be amended as follows:

Step 2. If the grievance has not been settled at Step 1, then within twenty (20) days, exclusive of Saturdays, Sundays, and legal holidays, after receipt of the written decision of the President of the College or the President's designee, or the expiration of the time limits for making such decision, the grievant or the PSC may submit the grievance in writing to the Chancellor or the Chancellor's designee, together with a copy of the decision of the President of the College affected, or the designee. The Chancellor or the Chancellor's designee shall, within twenty (20) days, exclusive of Saturdays, Sundays, or legal holidays, of the receipt of the grievance, meet with the grievant and a representative of the PSC for the purpose of discussing the grievance. In the event the Step 1 decision was not received by the PSC at least fifteen (15) calendar days prior to the scheduled Step 2 meeting, the Chancellor or his/her designee shall, upon request by the PSC, direct the College to present its arguments first at the Step 2 meeting and shall grant the PSC, upon its request, an adjournment of no greater than 15 calendar days for the presentation of the grievance at Step 2. It is understood that nothing herein shifts the burden of proof with respect to the allegations contained in the grievance. The Chancellor or the designee shall, within twenty (20) days, exclusive of Saturdays, Sundays, or legal holidays, after the grievance meeting, mail the disposition with reasons in writing to the PSC and to the grievant or grievants affected by certified mail, return receipt requested.

Note: Underlined material is added.

11. College Laboratory Technicians: There shall be a University-wide labor management committee composed of two members designated by the Chancellor and two members designated by the PSC to review the promotion procedures applicable to instructional staff in the College Laboratory Technician series. The committee will conclude its work by issuing a non-binding report to the Chancellor and the President of the PSC no later than October 30, 2002.

12. 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 of this Memorandum of Agreement.

13. Upon resolution of the economic issues, including the compensation issues, this Agreement Regarding the Non-Economic Elements of the Successor Agreement shall be incorporated in a Memorandum of Agreement between the parties. The Memorandum of Agreement incorporating this Agreement Regarding the Non-Economic Elements of the Successor 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.

Initialed by Barbara Bowen for PSC and Brenda R. Malone for CUNY, 3/1/02.

Settlement Agreement on Overscale Pay

Agreement made this ____ day of _____, 2002 between The City University of New York and The Professional Staff Congress/CUNY.

The parties hereby agree as follows:

1. CUNY may pay base salaries in excess of the base salary schedules contained in the CUNY-PSC collective bargaining agreement to members of the PSC bargaining unit for purposes of recruitment and retention, up to 165% of the last step of the applicable base salary schedule (hereinafter referred to as the 7-year step), for the titles Professor, Associate Professor, Assistant Professor, Higher Education Officer, Higher Education Associate and Higher Education Assistant, which excess base salary shall become a part of base salary.

2. The base salary flexibility described in Paragraph 1 above refers to additions to the base salary contained in the schedules. All other applicable provisions of the CUNY-PSC collective bargaining agreement, the multiple position policy, Board Bylaws and other University policies and procedures continue to apply.

3. When a college President intends to make a base salary offer to recruit or retain a bargaining unit member in excess of the base salary schedules contained in the CUNY-PSC collective bargaining agreement, he/she shall convene an *ad hoc* committee of faculty members, if the offeree is being hired or retained in a faculty title, or an *ad hoc* committee of individuals in Higher Education Officer series titles, if the offeree is being hired or retained in a Higher Education Officer series title. The *ad hoc* committee, based on its academic judgment regarding the qualifications and duties of the individual to whom an offer is being contemplated by the President, shall make a non-binding recommendation to the President that the proposed base salary should be within the range of one of the following tiers:

Tier I: 101%-115% of the 7-year step for the title
Tier II: 116%-140% of the 7-year step for the title
Tier III: 141%-165% of the 7-year step for the title

The President will then forward his/her recommendation to the Chancellor. If the Chancellor approves, the recommended salary will be submitted for approval to the Board of Trustees via the Chancellor's or University Report.

4. The PSC hereby withdraws or discontinues with prejudice the following:

- The grievance concerning the recruitment/retention initiative that it filed by letter dated July 2, 2001;

- PERB Charge No. U-22891;

- The grievance filed on behalf of "all bargaining unit members" alleging "improper payment of salary increases beyond those contractually stipulated. Failure to negotiate proposed salary increases with the Professional Staff Congress/CUNY," filed by letter dated December 28, 2001;

- PERB Charge No. U- (Re: Zicklin School memo); and

- *Barbara Bowen as President of PSC-CUNY v. City University of New York*, Index No. 104015/2002, New York County Supreme Court.

5. CUNY will advise the colleges that all increases to base salary shall be granted in accordance with the CUNY-PSC collective bargaining agreement and with this letter.

Initialed by Barbara Bowen for PSC and Brenda R. Malone for CUNY, 3/1/02.

Letter on City Tech Workload

Dr. Barbara Bowen
President
Professional Staff Congress/CUNY
25 West 43rd Street
New York, New York 10036

Dear Dr. Bowen:

I write to confirm that the University and the Professional Staff Congress are willing to explore further reductions of the contractual workload for faculty at New York City Technical College as part of collective bargaining for the immediate successor agreement.

Very truly yours,

Brenda Richardson Malone
Vice Chancellor of Faculty and Staff Relations

Initialed by Barbara Bowen for PSC and Brenda R. Malone for CUNY, 3/1/02.

Frequently Asked Questions

FAQs about the contract

In April the PSC negotiating team presented the proposed contract at chapter meetings throughout CUNY. Here are some of the questions that union members most often asked, with responses from members of the negotiating team.

1 Are the salary increases retroactive?

Yes. There are two retroactive salary increases, and employees will receive back pay for the difference between the old and new salary rates. The first increase, 4%, effective August 1, 2000, applies to all salary schedules. The second increase, effective August 1, 2001, is at

least a 3% increase, compounded, and applies to all salary schedules. For equity, that second increase will be greater than 3% for certain titles and steps. (See Question 4 below and Settlement Summary for affected titles and amounts.) All of these increases go into base salary. If you have changed title or moved to a different step since August 1, 2000, your retroactive pay will include the difference between the old and the increased step rate, pro-rated for the time spent in the old and the new title or step.

2 When will the new contract become effective?

Upon ratification of the contract

by PSC members and approval by the CUNY Board of Trustees. The City and State must also give formal assurance of adequate funding; this is expected shortly (see Question 13 below). The term of the new contract is 27 months, from August 1, 2000 through October 31, 2002. Some economic provisions have different effective dates.

3 Are there any givebacks in this agreement?

No. We resisted management demands for replacing the step system with "merit" pay, ending annual leave for faculty on August 15, undermining job security for HEOs, abridging due process during disci-

plinary proceedings and more. Previous PSC contracts have given up days of annual leave and introduced higher workloads among substitutes, counselors and librarians to gain increases in salary. This time we did not engage in concessionary bargaining, in which labor gives something up for everything it gains.

4 Why the choice of titles to receive equity increases?

The biggest problems in our salary scale are at the bottom and the top. While everyone has lost ground during years of "increases" below the level of inflation, our salaries are least competitive at the top of each rank and in the lowest-paid titles. Contractual increases based on percentages have meant less and less in real dollars for the lowest-paid titles, with the result that titles such as CLT and Assistant to HEO have lost more than 40% of their real value in the last 20 years. These titles – together with lecturers, graduate assistants and assistant registrars – will receive an equity increase in the second year of the contract. All other full-time titles with salary steps receive an equity increase at the top of the scale in the same year.

5 Why are adjuncts not included in the equity increases, given that their salaries are so low?

Our goal for adjuncts was and still is to achieve salaries pro-rated on the basis of parity with full-time faculty in comparable titles. There was absolute resistance by management to investing any more of our settlement than we did in improvements for adjuncts. We decided to approach the issue strategically, making major gains for adjuncts who are most involved in the academic life of



Lisa Quifones

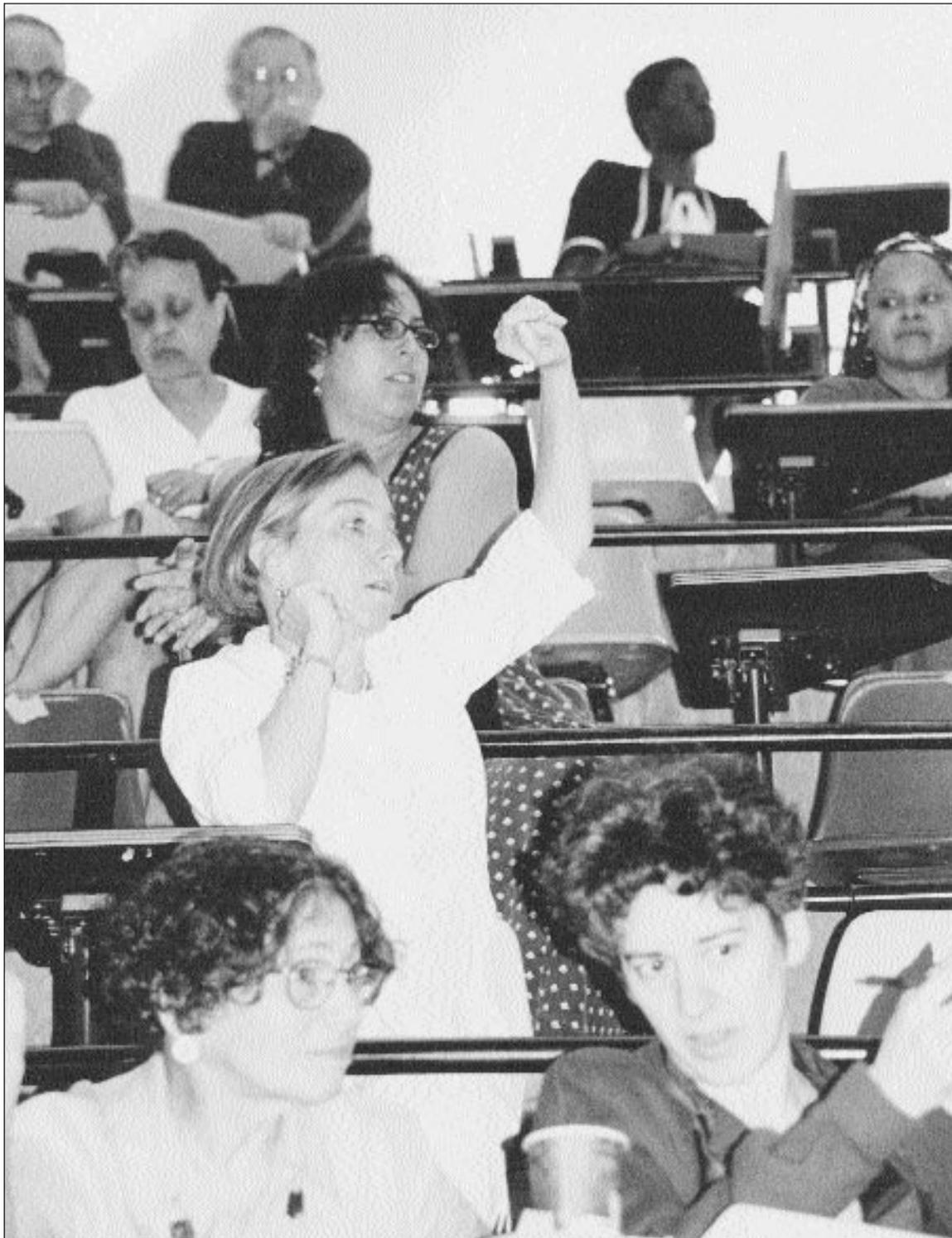
Listening at Queens

the colleges (those teaching 6 hours or more) and for adjuncts at the beginning of academic careers (graduate assistants and doctoral students who teach).

About 2,900 adjuncts will benefit from the office/professional hour pay, many of them experiencing a total salary increase in this contract of over 23%. Everyone benefits when adjuncts are paid for office hours: students, full-time colleagues and the University itself.

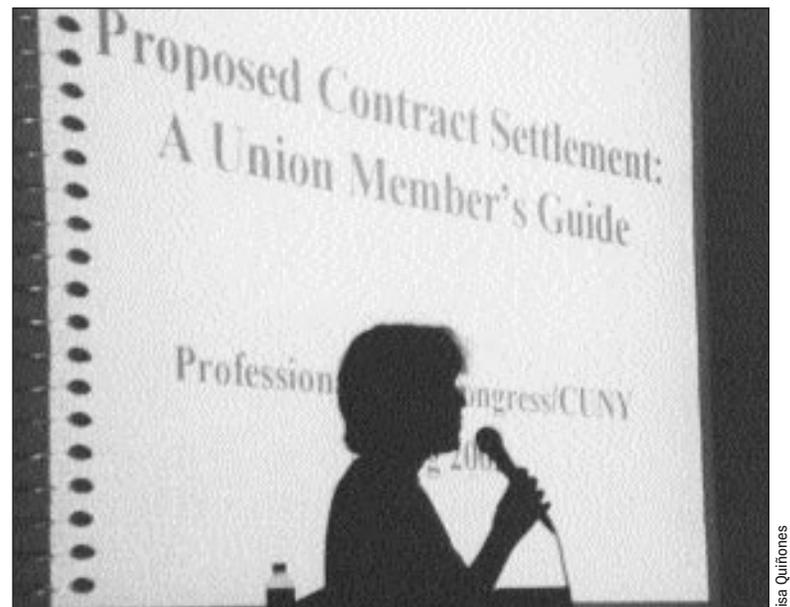
6 On the reassigned time for untenured faculty: can the faculty member take it all at once? And is there any provision for current untenured faculty?

Untenured full-time assistant, associate and full professors hired after September 1, 2002, except librarians and counselors, will be entitled to 12 hours of research-related reassigned time during their first three years of service. The distribution of the reassigned time will be worked out by the faculty mem-



Tomio Geron

At the BMCC chapter meeting on the contract: Lisa Rose (center) is ready to speak, while Sharona Levy (front right) confers with Alberta Grossman.



Lisa Quifones

Members of the PSC negotiating team presented the proposed contract at special meetings of every chapter.

ber and the department chair. It may be taken all at once or spread out over the three-year period. The union's view is that an individual faculty member's research agenda should be of primary consideration for the scheduling of reassigned time, while also recognizing the legitimate teaching needs of the department.

The Memorandum of Agreement provides a lump sum for reassigned time to be set aside for untenured faculty who were hired between September 1, 2000 and September 1, 2002. The exact amount of the lump sum will be determined in the final cost calculations for the contract. The union anticipates enough money will be available to provide some released time to these untenured faculty.

7 Why are there no special gains for librarians?

We recognize that librarians are held to faculty standards of publication and must have comparable annual leave. The inability of this contract to address pressing librarian needs is a big disappointment.

Despite the negotiating team's forceful presentations and persistence, CUNY management was very resistant to increasing librarians' annual leave (in fact, they wanted to decrease it), or increasing other forms of leave or reassigned time.

We must build a more powerful rank-and-file presence and build the union's power in the next round of negotiations if we are to overcome CUNY's resistance to making workload changes and enhancing the professionalism of librarians.

8 What do HEOs gain by having labor/management committees on workload?

Excessive workload is a major problem for many HEOs, but the specifics of the problem vary from campus to campus and among departments. The new labor-management committees are a first step toward resolving this issue. They can recommend specific solutions to college presidents, and union representatives on the committees will gain a deeper understanding of workload problems that will help the PSC evaluate what contractual changes to seek in the future.

In addition, HEOs will for the first time be able to nominate themselves for consideration for reclassification to these committees, which then have the option of recommending the reclassification to the HEO screening committee. This is an important breakthrough, because until now HEOs have had to depend on their supervisors to seek reclassification for them.

9 Why did you agree to the overscale pay provision? And where is the money for it going to come from?

We rejected management's original demand, which sought to disregard our salary scale and pay anyone anything management wanted, free from scrutiny. But both union and management recognize that market conditions have made it difficult for some departments to hire. The PSC's goals in bargaining with management on this issue were to make sure that any overscale pay would be handled in a fair and transparent manner, and to gain the greatest possible general increase for all union members.

The agreement includes salary increases above inflation for everyone, with equity increases at the bottom and the top.

Management has for many years been making private agreements to recruit or retain faculty and staff for salaries above the scale. What we achieved here was transparency and control of this practice within the contract. We designed a system based on one used successfully at the University of California to address the problem of offering competitive salaries, especially in fields with a high market value such as engineering or computer science.

We also insisted that money for salaries over the normal scale come entirely from management's existing funds – not from our collectively bargained funds.

10 Is there any change in the "longevity steps" in the salary scales?

No. Both the union and management wanted to reduce the waiting time on the current longevity steps and add a new step to the top of the salary structure. But after September 11 it became clear that the State and City would not allocate sufficient funds to do this. The union negotiators did target the current top

longevity step for an equity increase of 3.8% in the second year of the proposed contract.

11 Under the new provision, will department chairs be locked into doing administrative work in the summers?

No. First, a department has to be designated by the college president as having a 9-, 10-, or 11-month department chairperson. This designation will take place in consultation with the department chairperson. If a department chairperson is a 10- or 11-month chairperson and existing practices concerning summer coverage of a chairperson's duties permit substitute coverage, then such existing practices may continue.

This is a new area for the contract, and union members – espe-



Jared Rifkin expresses his opinion at the Queens College contract meeting.



During the last weeks of negotiations, PSC members pressed CUNY to stop delaying and sign an agreement. Above, members tell the February meeting of the Board of Trustees what they want.

cially department chairs – will have to be vigilant to make sure it is implemented fairly.

12 What kind of professional activities for HEOs and CLTs will be supported by the new professional development fund, and how long will the fund last?

Up to half a million dollars will be available each year for the HEO/CLT fund, starting with the 2002/03 academic year. Employees may apply to use the funds to pay for class-

es, seminars and conferences that enhance their professional development. Time spent on such activities will be counted toward the individual's workweek. Formal guidelines for approval of requests to use the funds will be developed by the union and management.

13 What does the "Enforceability" provision (Section 10) of the economic Memorandum of Agreement mean?

This section means that no provision of the new contract will come into effect until the State and City provide funding for the increases it mandates. New York State has already set aside funds for collective bargaining increases, and Mayor Bloomberg's proposed Executive Budget of April 17 includes funds to cover the City's share of this agreement. This is a significant shift in City policy, because since 1996 Mayor Giuliani had refused to pay for contractual increases for CUNY.

14 The UFT is reportedly close to a settlement with a 15% increase over 27 months.

Shouldn't we have held out longer and gotten the same deal that the UFT is seeking?

As we go to press, the UFT has not yet agreed to a contract, but the UFT Delegate Assembly has accepted a "fact-finding" panel's report as the framework for a settlement. That report recommends a package with a 9% increase over 27 months (the same as ours), plus an additional 6% increase in pay for a 6% longer workday.

Different unions have different needs: our members told us that an increase in working hours would not be an acceptable approach for the PSC. The "fact-finding" framework is based on the same pattern we adhered to.

Throughout the negotiations, our team was in close contact with the UFT leadership. We decided to accept management's offer of a 9% package (which was not made until late in January) because we believed – given the economic and budget circumstances – that it was in the best interests of our members, and that we had reshaped the pattern to meet many of our needs.

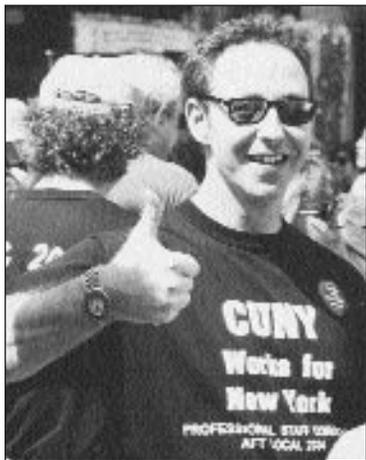
Clarion CONTRACT SPECIAL / MAY 2002

Newspaper of the Professional Staff Congress/City University of New York, collective bargaining representative of the CUNY instructional staff. Vol. 31, No. 6. PSC/CUNY is affiliated with the American Association of University Professors, the American Federation of Teachers (Local 2334), AFL-CIO, the New York City Central Labor Council and New York State United Teachers. Published by PSC/CUNY, 25 West 43rd Street, New York, NY 10036. Telephone: (212) 354-1252. Web site: www.psc-cuny.org. E-mail: phogness@psccmail.org. All opinions expressed in these pages are not necessarily those of the PSC.

PSC OFFICERS: Barbara Bowen, President; Steven London, First Vice President; Cecelia McCall, Secretary; John Hyland, Treasurer; Stanley Aronowitz, Blanche Cook, Frank Deale, Susan O'Malley, Sheldon Weinbaum, University-wide Officers; Michael Fabricant, Vice President, Senior Colleges; Robert Cermele, Peter Rannis, Nancy Romer, Senior College Officers; Anne Friedman, Vice President, Community Colleges; Lou Alpert, Samuel E. Farrell, Ingrid Hughes, Community College Officers; Peter I. Hoberman, Vice President, Cross Campus Units; Steven Trimboli, Robbi Weaver, Cross Campus Officers; Eric Marshall, Vice President, Part-Time Personnel; Irwin H. Polishook, President Emeritus; Israel Kugler, Deputy President Emeritus; Harold Wilson, Vice President Emeritus, Cross Campus Units.

STAFF: Deborah Bell, Executive Director; Mary Ann Carlese, Associate Executive Director; Faye Alladin, Coordinator, Administrative Services; Debra L. Bergen, Director, Contract Administration & University-wide Grievance Counselor; Mary Crystal Cage, Director, Public Relations; Barbara Gabriel, Coordinator, Office Services and Human Resources; Diana Rosato, Coordinator, Membership Department; D. Nicholas Russo, Director, Legal Affairs; Clarissa Gilbert Weiss, Director, Pension and Welfare Benefits.

Views from the PSC team



Eric Marshall (left): The process was inclusive, connected throughout to mobilization efforts, and no individual group's interests were pitted against any other's. The introduction of structural changes into the contract, especially for adjunct faculty, such as annual contracts and paid office hours, is a truly significant advance. This will not only benefit many adjuncts today, but also opens the door to more improvements and expanded provisions in the next round of bargaining which begins soon.



Peter Hoberman

Peter Hoberman: The first time I was on the union's bargaining team was in 1980, so I've been involved in the negotiations for over 20 years. It was clear that management was much more determined in this round of contract negotiations. They were very vigorous about their demands and pursued them much more energetically than in the past. They were much less flexible – everything became almost a finalized demand, even at the initial stages of the negotiations.



Anne Friedman

Anne Friedman: The provision for junior faculty leave in the first three years is a major breakthrough. It is particularly significant for community college faculty who publish and do research and assume the many responsibilities required for tenure and promotion while carrying a 27-hour course load. It is a first step in the necessary and ongoing fight to achieve a reasonable and competitive workload at the community colleges.



Jean Weisman: The new contract is a step forward for HEOs. It includes significant salary increases for everyone and opportunities for advancement. HEOs will be able to nominate themselves to the new Workload Committees to be considered for reclassification. Labor-Management Committees will be set up at each campus with representatives from the union and the administration to discuss workload issues and reclassifications. Funds will be available for research projects and participation in academic conferences. There are no givebacks.



Deborah Bell

Deborah Bell (far left, with Barbara Bowen): The PSC negotiating team worked hard to present fully all the issues that union members wanted raised and forced management to listen and respond. We used information and presentations from the members, as well as detailed costing analyses, to buttress our arguments at the table. With persistence and research, we effectively maximized our economic gains.



Steve London: This contract is a real breakthrough for the PSC. There are no concessions or givebacks. We made progress in many areas, including dealing with historic salary inequities while making salaries more competitive at the top. In prior contracts, we made many concessions on salary, workload, annual leave and more. With this contract we have begun climbing out of that hole. Continued progress will be expensive and take a more empowered union in future negotiations. We must now turn our attention to the tasks which lie ahead.



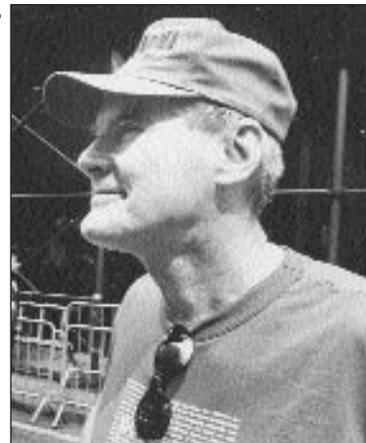
Steve Trimboli

Steve Trimboli: The equity adjustments for lower paid titles, the reassigned time for new faculty and the graduate tuition remission are among the most exciting new benefits we've won. It would have been much easier to settle this agreement if we had been willing to accept straight across-the-board increases for everyone, as many other unions have done. But this negotiating team stood for principles they were unwilling to give up, and I was lucky to be part of it.



Cecelia McCall

Cecelia McCall: The process was at once grueling and fascinating. Management intends to guard what it believes to be its prerogatives and has a literal reading of the text. The process has its own language and grammar. The two sides duel and dance to the rhythm of this grammar.



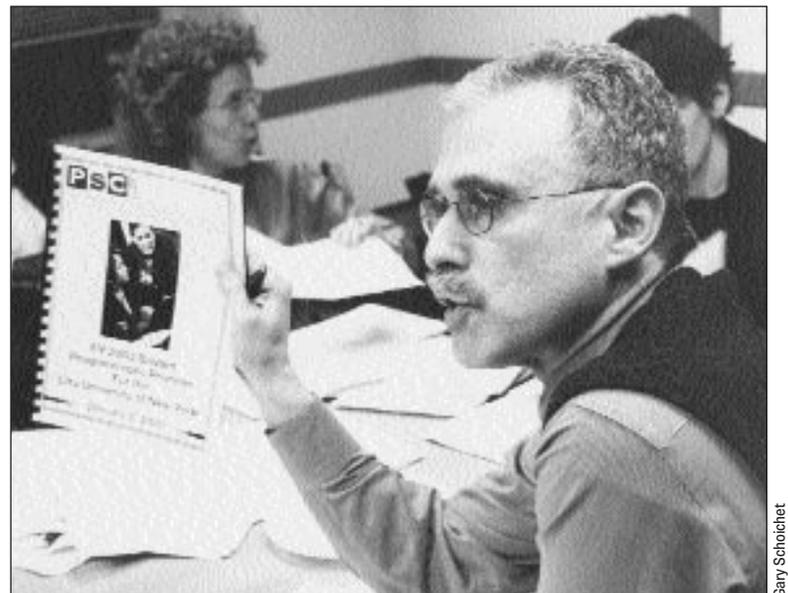
John Hyland

John Hyland: In difficult economic and political conditions, this contract gained what was possible and stretched and shaped it in creative ways. It built a platform from which the next contract campaign can be launched. We learned a lot: we need to process what we learned and put it together in a powerful campaign for the next contract, in conjunction with the New York City labor movement, and with our allies in communities throughout the city.



Stanley Aronowitz

Stanley Aronowitz: For the first time in recent memory the PSC has won long sought-after concepts in our contract. Hampered by a deadening political environment, we succeeded in negotiating modest but significant gains in adjunct pay and workload for junior faculty. We were able to structure the overscale to protect faculty rights; HEOs and CLTs gained new rights as well. At the same time our negotiating team set important new items on our agenda for the next round of bargaining, which begins in the fall.



Michael Fabricant

Michael Fabricant: This is an historic settlement. Despite an economic recession, despite the State and City indicating that public dollars had gone up in smoke after 9/11, we received a 9% settlement over 27 months. Within that framework we have been able to develop across-the-board increases that are substantially greater than the last contract, while keeping faith with our promise to make equity adjustments for the least advantaged members of the union. This is a first step in a long struggle to revitalize and transform the University, but an important first step that lays the foundation for far greater change in the future.

Decision time for proposed contract

By **DEBORAH E. BELL**
PSC Executive Director

Voting by EC, delegates and now the members

At 15 minutes to midnight on March 12, PSC and CUNY negotiators agreed on a contract settlement. But while that marked the end of 20 months of negotiations, it also meant the beginning of an extensive ratification process. Before it can be adopted, the proposed agreement must be scrutinized at every level of the PSC.

A mail vote by all active members, the final stage of the process, is now underway. Ratification ballots were mailed out on May 6 and must be returned by May 24 at 9 am. A University-wide membership meeting has been scheduled for Monday, May 13, from 6:00 to 8:00 pm on the 9th floor of the CUNY Graduate Center, to provide a forum for discussion.

For weeks, New York City and State insisted that details of the proposed accord remain confidential until they completed costing calculations. The PSC's leadership and its members both found this require-

ment frustrating, but the union sought ways to work within it and still allow leaders and members to evaluate the agreement.

At its March 7 meeting, the PSC's Executive Council (EC) voted to recommend the settlement to the union's Delegate Assembly (DA). The PSC Constitution requires approval by both bodies before any agreement can be submitted to the members for ratification.

CHAPTER CHAIRS BRIEFED

Chapter chairs were briefed on the proposed contract at a March 14 meeting, and they gave it a very positive reaction. Since the particular concerns of different chapters may vary, this was an important part of the PSC's effort to evaluate the agreement, even if it is not a formal part of the ratification process.

On March 21, the DA took up the agreement in an executive session, for delegates and alternates only. After a detailed presentation on the

settlement from PSC President Barbara Bowen, the bargaining team's chief negotiator, the DA divided into five small groups in order to allow a full discussion of the proposed contract. In discussions led by bargaining team members, delegates reviewed the Memorandum of Agreement and a summary prepared by union negotiators.

In these small group discussions, delegates applauded many provisions but also raised questions about language and implementation. Group leaders agreed that how some of the new provisions are implemented will depend in part on the actions of union members in contract enforcement, through the grievance procedure and local campus organizing. (See "FAQ about the contract," pp. 6-7, for some examples.)

When the delegates reconvened as a body, a motion to delay the Del-

egate Assembly vote on the proposed settlement for two weeks, to allow time for reflection and show management that there is concern that the settlement doesn't

A total of about 1,500 PSC members attended special chapter meetings to discuss the settlement.

go far enough on certain issues, was defeated by a wide margin. Several speakers noted that members would be able to vote on the proposed settlement directly, and would be provided with the same materials the delegates had reviewed.

A motion to approve the proposed contract and recommend it to the members was then passed by a vote of 64 in favor, 1 against, with 3 abstentions.

The City and State had pressed for a delay in publishing the agreement until they did their own calculations of its overall cost. The union found another way to get information about the settlement to the PSC

membership: special meetings of every chapter, featuring a Power-Point presentation that laid out details of the proposed contract. (Many of the questions raised at these sessions appear on pp. 6-7 of this issue.) A total of about 1,500 PSC members attended these chapter meetings.

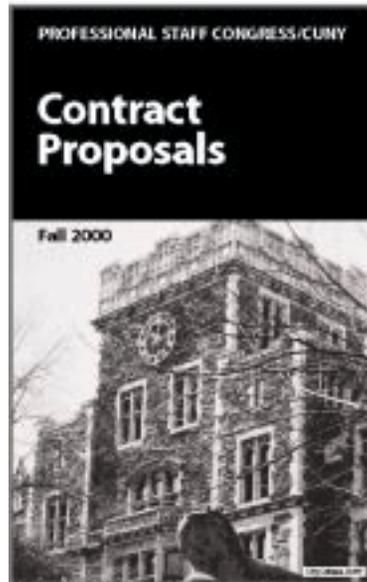
PARTICIPATION

Faced with the semester coming to a close, the union is moving forward with a ratification vote by the membership. While City and State costing calculations are still not final, maximum participation in the ratification vote requires that it take place before the summer.

All active members of the PSC were mailed ballots on May 6. The membership meeting at 6 pm May 13 at the Graduate Center and the discussion board on the PSC Web site (www.psc-cuny.org/discussion_board.htm) offer different ways for members to share their reactions.

Returned ballots must be received by 9 am on May 24 and will be counted on that date by the American Arbitration Association, regarded as a national leader in impartial administration of elections. The ballot counting is open for interested members to observe; for details call the PSC office.

The agreement: how we got there



[The agreement is the result of a long PSC contract campaign. Here's a look back at how we got from there to here.]

Local meetings

Starting in May 2000, the PSC held local meetings across CUNY for members to raise specific concerns that they wanted to see addressed in the next contract. In addition to campus-based meetings, the PSC also organized sessions for different constituent groups, such as HEOs, CLTs, adjuncts and full-time faculty. These meetings were the first steps in developing the PSC's 170 contract demands.



Retreat

A retreat with over 100 member-activists in October 2000 helped plan the union's political strategy and connect it to the push for a new contract. The retreat was also an opportunity to get new people involved, develop structures for organizing and build solidarity as the contract campaign began. Above, Tibbi Duboys of Brooklyn College and Joan Greenbaum of LaGuardia.



Contract liaisons

At right, Antonio Nadal of Brooklyn College speaking at a meeting of contract liaisons. Contract liaisons were chosen by each union chapter in the Fall of 2000. They worked to organize membership support and link each chapter to the negotiations.



Membership meeting

A University-wide membership meeting kicked off the contract campaign in November 2000. This galvanizing event was the PSC's first mass membership meeting since the 1970s. Members asked questions about the contract, discussed the union's demands and suggested changes. The meeting provided a forum for members to shape the PSC's approach to the contract struggle.

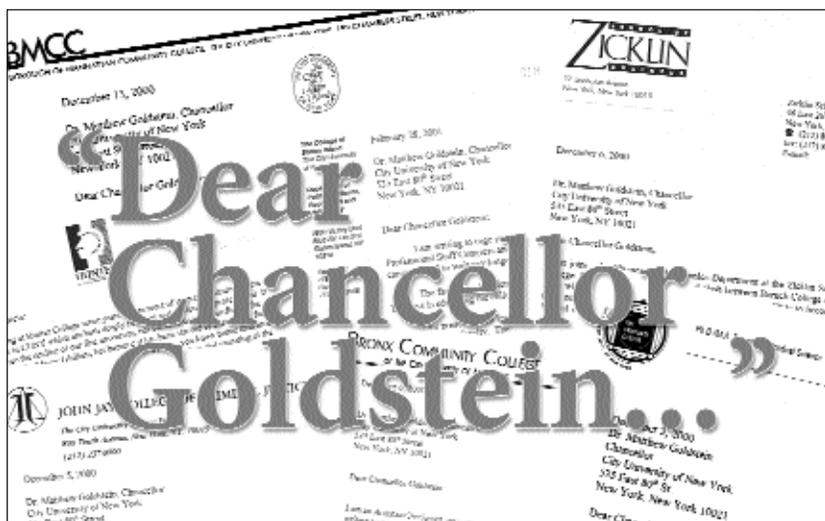
CONTINUED ON NEXT PAGE

From the classrooms to the streets



Contract protest at the BoT

Seven hundred people turned out for a PSC rally outside the CUNY Board of Trustees meeting on April 23, 2001. In the largest faculty and staff rally in years, PSC members blasted the slow pace of negotiations and called on CUNY management to put an economic offer on the table. Protesters carried huge puppets of the "Lost Professors" to dramatize the faculty and staff CUNY has lost due to low salaries and excessive workload.



Letters to the Chancellor

Over 600 faculty and staff wrote to Chancellor Matthew Goldstein to voice their support for the union's contract demands. PSC members often wrote in very personal terms, explaining how a fair contract would make a difference in their working lives and in rebuilding the University. Said one Queens College professor: "I must confess that I have been shocked by the conditions at the City University of New York: the crumbling ceilings and dingy walls in many of our classrooms [and] the reliance on underpaid adjuncts to make up for the historic failure to replace a whole cohort of assistant and associate professors."

Woodie Guthrie concert

In mid-May, the PSC launched "Adjunct Week" throughout the University. Events contrasted the contributions of CUNY adjuncts with their sub-standard pay and working conditions. Activities included tabling, one-on-one conversations and posting signs that warned, "Crime Scene - Exploited Adjuncts." The highlight of the week was a May 9 concert and rally at the Graduate Center, featuring never-before-heard lyrics by Woody Guthrie, set to music by contemporary folk artists. Above, guitarist Jan Bell performs at the concert.



Stephen Lovekin



Teach CUNY

Tony O'Brien, associate professor of English at Queens College, talks with his students about CUNY's budget, the union and the mission of City University at "Teach CUNY" on March 28, 2001. An unprecedented University-wide teach-in, "Teach CUNY" involved thousands of faculty, staff and students in talking about the PSC's contract demands and how they would counter years of disinvestment in the University. In addition to public meetings at all 18 CUNY campuses, hundreds

of faculty members discussed the politics of CUNY funding in their classrooms. Many said that these were the liveliest classes they had taught all term. "On March 28 we initiated an alliance of faculty, staff and students that can mark the renewal of activism at CUNY," said Nancy Romer, co-coordinator of the PSC's contract campaign. A few months later, faculty at California State University borrowed the "Teach CUNY" idea and organized "Teach CSU" events across the state. And at a meeting in Brazil this January, academic unionists from Latin America voiced interest in doing the same.

Peter Hogness



Grad Center picket

An informational picket outside contract negotiations at the Graduate Center on May 18 demanded that CUNY management stop stalling and put forward an economic offer. More than 200 PSC members and students joined in chanting, "We're faculty, staff and students, too - help us rebuild City U!"

Susan Lerner



June rally

PSC President Barbara Bowen (at left) urges on the crowd, as the PSC keeps the heat on the CUNY Board of Trustees in June. Union members' chants were loud enough to be heard by the Board as it met inside its headquarters on 80th Street. Just days after the rally – at the 16th bargaining session – CUNY management finally made an economic offer.

Peter Hogness



Gary Schlichter

Graduation

The PSC's contract campaign spread to graduation ceremonies throughout CUNY, and most students and family members showed their support for the union by wearing stickers that read: "Education is a Right / Fund CUNY / PSC Contract Now." When Vice Chancellor Brenda Malone, management's lead negotiator, stepped to the podium at the Queens College graduation on June 6, she looked out on a sea of students wearing the PSC stickers on their robes. At right, a pro-union graduate at Queens.

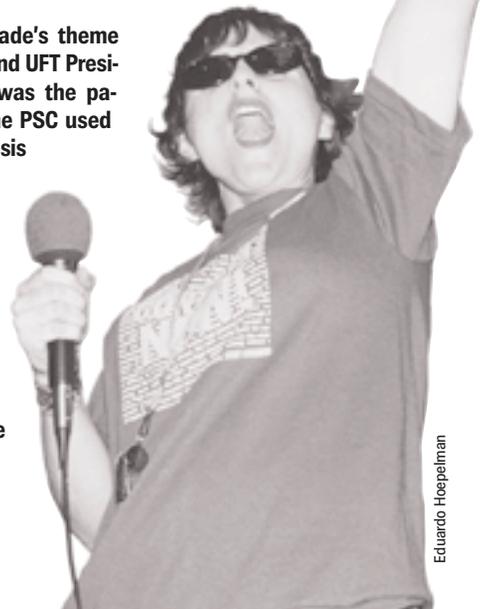


Peter Hogness



Labor Day

The 2001 Labor Day Parade's theme was "Save Our Schools" and UFT President Randi Weingarten was the parade's Grand Marshal. The PSC used the occasion to link the crisis at CUNY with the overall cause of public education, with signs that told New York why CUNY's instructional staff need a fair contract. Many members brought their families, enjoying the last of the summer sun while they marched behind the union banner.



Eduardo Hoepelman

Keeping the pressure on

September 11

September 11 stopped the whole University in its tracks. The PSC moved to help affected members and support the relief efforts of other unions. As New Yorkers discussed how to rebuild, the PSC joined with community groups and other unions to stress that it would take more than bricks and mortar to put NYC back together. Education would be a critical part of repairing NYC's economy and the hopes of those who live here. A December rally at BMCC demanded that the US government come through with promised aid.



Gary Schlichter



Peter Hogness



Gary Schlichter

Negotiations

Negotiators for the PSC and CUNY management meeting at the PSC office. The PSC team spent about 600 hours working together in negotiations, prep sessions and committee meetings. Many rank-and-file PSC members attended bargaining sessions, both as observers and to offer personal testimony on why the union's contract demands were needed. Members of the union's negotiating team described the talks as intense, confrontational, exhausting, exhilarating, enraging, unpredictable, frustrating and often profoundly moving.

Pickets in the final days

The PSC held six picket lines during the final 17 days of negotiations. Protesters demanded that CUNY stop stalling and close the deal, noting that the PSC had been without a contract "longer than it took to build the Empire State building." A giant Valentine's Day card, delivered on February 14, told management, "Sometimes, if you want some love, you just have to settle." Above, adjuncts Kristin Lawler (left), Ingrid Hughes (center) and Diane Menna outside the BoT. Above left, Jack Arnow of Kingsborough takes the union's message to the public.

LETTER FROM THE PRESIDENT

What's new about this agreement

Dear sisters and brothers, colleagues and friends:

It's a great pleasure to be able, at last, to present for your evaluation the full details of the union's proposed collective bargaining agreement with the City University of New York. The agreement comes with the overwhelming endorsement of the Executive Council and

We still have much to do, and I don't want to gloss over what we were *not* able to achieve in this contract. Management often resisted our agenda both financially and ideologically, and we met brick walls in a few areas. Progress on workload reduction for faculty, promotions and overtime for professional staff, improvements for adjuncts, equity for librarians and Continuing Education were among the most difficult

areas; they are issues on which we must begin now to organize for next time. But the union's mix of vision, research and pressure succeeded in opening many doors that have been shut tight for years.

To start with the economic: this is the first time in more than a decade that the PSC has won a contract without any years of zero increases. Throughout the economic

expansion of the 1990s, PSC contracts routinely failed even to keep up with inflation. Now, despite an economic climate that took a calamitous turn during the course of negotiations, we have a settlement that gives everyone real raises, above the rate of inflation.

The total economic package, out of which both raises and all other gains must be "paid for," is equivalent to a 9% increase over 27 months. The final 1% of this package, available to us on the last day of the contract, was restricted in all the City labor contracts to purposes *other than* regular salary increases. The PSC negotiated to allocate another 1%, from the second year's increase, to cover the costs of other major structural gains that will move both individuals and the University forward. Thus, every member will receive a minimum of a 7% salary increase, with the raises both retroactive and compounded.

This alone would be an advance, but probably the most salient breakthrough is that the salary gains are coupled with a start on transforming our collective professional life. To approach contract negotiations as a forum for reshaping the institution itself was something completely new for this union. If ratified and approved, the

PSC contract will be among the few contracts in recent New York labor history to make a significant investment in achieving equity among salaries – at both the bottom and the top of the salary scale. It will be one of only a handful of contracts in the country to include office hours for adjuncts; the first PSC contract in many years to secure any reductions in teaching loads (to 21 hours at Staten Island and 26 at New York City Tech); the first PSC contract to provide professional development funds specifically for staff; the first to secure matching funds for doctoral student tuition remission; the first to stipulate one-year appointments for adjuncts; the first to provide paid research time (the equivalent of a full semester!) for new untenured classroom faculty. It even contains the one contractual benefit retirees have been seeking for years: the right to use CUNY libraries after retirement.

Nuanced as well as bold, the settlement makes advances across a wide range of titles, though some are just first steps on which to build. In addition to the major gains for full-time faculty and staff, the proposed contract addresses some of the specific needs of counselors, doctoral students who teach, College Language Immersion teachers, and the 2,900 adjuncts who teach at least six hours in a single college.

Guiding us throughout were four principles: restoring salaries, creating equity, assuring transparency, and rebuilding the University. I think you'll see these principles at work throughout the proposed agreement.

STRATEGIC MOMENT

In the end, management was forced to withdraw all but four of its demands, and those that remain have all been reshaped according to our principles. Overscale pay will be regularized and transparent; department chairs' summer salaries will be based on equity with full salary; Distinguished Lecturers, a new title, will be limited in number and strictly short-term; the academic calendar will be altered by only one weekday, in 2004. (Management wanted to end faculty annual leave on August 15!) We don't underestimate the complexity of implementing the new features of the contract; the union leadership is counting on you to work with us and be vigilant. But aside from these features, the proposed contract bears the stamp of the union's vision. And it does so because the vision was rooted in a lived sense of what our university could be.

Where do we go from here? First, I hope, to ratification of the proposed agreement. When management and legislative approvals are in place, implementation and retroactive pay can begin. But if all we do is vote, we will have lost the strategic moment this contract settlement offers.

You can see yourself primarily as a consumer of this contract, and "the union" primarily as the handful of people in leadership. Or you can see yourself as a

participant and the union as all of us. The second option is the only way we can acquire the power we need to build on this agreement in the next round of bargaining. Perhaps the most telling moment of the negotiations was when we had just finished presenting a long and careful argument for one of our demands. Management's reply was, "That was an eloquent argument, and you may even be right. But you don't think *good arguments* are going to convince us, do you?"

Contract negotiations are about power; it was power, in all its complex forms, that won the breakthroughs we made this time. Make your vote on contract ratification also a vote to become part of the power we need.

In solidarity,
Barbara Bowen
PSC President



15-MINUTE ACTIVIST

Cast your vote

Sometimes it takes more than 15 minutes to be an activist.

Sure, it's possible to read the text of the proposed contract agreement in 15 minutes – and it doesn't take long to mark a ballot and put it in the mail. But we'll be honest here: it's probably going to take longer than that think it over, to read or listen to other people's questions, and to find the answers to any questions of your own.

You may have attended your chapter's special meeting on the contract, where the settlement was presented for discussion. You may plan to go to the University-wide PSC membership meeting on Monday, May 13, at 6:00 pm on the 9th floor of the CUNY Graduate Center. You may want to post your comments on the PSC Web site's discussion board (www.psc-cuny.org/discussion_board.htm). Or you may just want to discuss the agreement with your friends and colleagues.

Whatever forum you choose, it's worth taking the time to study the settlement before you vote. Push at it, probe it. Kick the tires. Democracy involves more than marking a ballot – it also requires active, informed and open discussion.

The vote on this agreement is being conducted by mail. Ballots were sent out on May 6 to all those eligible to vote – those who were active members in good standing as of January 6 of this year. (According to the PSC Constitution, retirees do not vote on contract ratification.) If you have not received a ballot by May 13, and believe that you should have, please call Barbara Gabriel at the PSC office (212-354-1252).

Returned ballots must be received by 9 am on May 24. This is a deadline for *receipt*, not mailing: the ballots will be counted on that date by the American Arbitration Association. The counting of the ballots is open to PSC members; if you'd like to attend, call the PSC office.

Insisting that the agreement improve our salaries *and* begin to rebuild the University was the union's key strategic move.



Nancy Doniger

the Delegate Assembly – and with the silent signatures of hundreds of union activists who worked to make it happen. All of us are indebted to the members who worked for years to focus public attention on such issues as salary erosion and inequities for adjuncts. There would be no breakthroughs in this contract without that history.

The most important decision on the contract now is yours: the vote on ratification. I write as chief negotiator for the union to explain some of the provisions of the new agreement on which you'll be asked to vote – and to urge you to vote yes.

PRESSURE AND VISION

This is a strong settlement – principled, imaginative, groundbreaking. It does something new in PSC history and distinctive among city labor agreements: it offers *both* significant salary increases *and* structural change. The union's insistence that the agreement simultaneously improve our salaries and begin to rebuild the University – even as we faced the city's toughest economic climate since 1975 – was the key strategic move. That's what motivated the 170 demands, the testimony by members at negotiating sessions and the intense contract campaign. Because we set our sights high and backed up our vision with detailed research and strategic membership pressure – from writing hundreds of letters to the Chancellor to organizing "Teach CUNY" to picketing every other day in the final weeks of negotiations – the PSC has been able to win things denied us for twenty-five years.