

**MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK
AND THE PROFESSIONAL STAFF CONGRESS/CUNY**

- I. **Term of the Agreement:** The term of this agreement shall be from January 1, 2009 through December 31, 2012. **(Revise Article 19.1 to reflect new dates.)**
- II. **Continuation of Terms:** The terms of the 2005-2008 PSC/RF CUNY collective bargaining agreement shall be continued except as modified by this Memorandum of Agreement.

III. **Economic Package:**

A. **Salaries**

- 1. **Across the board increases (Revise Article 9.4 to reflect salary increases and effective dates):**
 - a. 3.0% increase effective January 1, 2009 + \$500 signing bonus for all employees who were on payroll as of 12/8/09
 - b. 3.25% increase effective January 1, 2010, compounded
 - c. 3.5% increase effective January 1, 2011, compounded
 - d. 3.25% increase effective January 1, 2012, compounded
- 2. **Longevity Recognition (Revise Article 9.6 to reflect new increments):** Effective January 1, 2009 all longevity increments shall be increased by \$50, as follows:

5 years	\$ 675.00
7 years	\$ 925.00
10 years	\$1,675.00
15 years	\$2,175.00
20 years	\$2,675.00
25 years	\$3,175.00

B. **Health Care Premiums (Revise Article 10.2 to reflect new contribution rates and effective dates):**

- 1. Effective January 1, 2010 all covered employees will contribute 18% of the cost of their health care premiums.
- 2. Effective January 1, 2012 all covered employees will contribute 19% of the cost of their health care premiums.

C. **Vision Coverage [retroactive to January 1, 2009] (Revise Article 10.2 to include a new third paragraph reflecting the increase in vision coverage):**

The cap on vision coverage shall be \$200 every two years.

D. Life Insurance Coverage [prospective application only, eff. 1/1/10] **(Revise Article 10.3 to reflect increase in life insurance coverage):**

Delete the first two sentences.

All employees shall receive \$30,000 in life insurance coverage under the Foundation's Group Life Insurance Plan. This benefit is paid by the Foundation.

E. Retirement Annuity (Revise Article 10.5 to add a fourth tier):

For employees in Tier IV (employment started on or after January 1, 2009), there is a one-year waiting period to participate in the pension plan. After the employee enrolls in the plan (at the end of the one-year waiting period), the Foundation contributes 8% of the employee's earnings from the 2nd through the 7th year of service (as defined in the Plan), and 10% of the employee's earnings thereafter. The employer contribution for each year is allocated to the plan in a lump sum as soon as practicable after the final payroll for that year. Employees are fully vested in their employer contributions after three years of service. (The one-year waiting period counts toward this vesting requirement.)

F. Meal and Transportation Allowances [prospective application only, eff. 1/1/10] **(Revise Article 8.20 to read as follows):**

Employees required to work beyond the regularly scheduled workday shall receive compensation for meals and transportation in accordance with the criteria established by the parties.

G. Salary Adjustment for Work in Higher Grade [prospective application only, eff. 1/1/10] **(Add second paragraph to Article 16.8):**

Employees temporarily assigned to work in a position having a higher salary grade shall, during the time they are assigned to work in such position, be paid at a rate equal to the minimum salary for the higher grade or at a rate equal to seven percent (7%) of the minimum salary of the higher grade added to their existing salary, whichever is greater.

IV. Non-Economic Elements of the Successor Agreement

A. Article 1: Recognition and Coverage

1. Article 1.3: List of Titles Covered by the Agreement

The list of titles covered by the Agreement shall be revised to include those newly created titles to date that have been agreed to as follows:

Assistant Cashier
Business Systems Analyst
Campus Benefits Coordinator
Campus Payroll Coordinator

Campus Personnel Coordinator
Customer Service Representative
Field Services Representative
Field Services Representative - Grants Plus
Senior OTPS Administrator
Senior OTPS Clerk
Release Time and Summer Salary Coordinator
Senior Business Systems Analyst
Senior Technical Support Developer
Software Developer
Systems Administrator - Information Technology
Web Master and Developer
Web UI Designer/Developer

2. Article 1.4 – List of Excluded Titles

The list of titles excluded from the Agreement shall be revised to include those newly created titles to date that have been agreed to as follows:

Assistant Comptroller for Related Entities
Assistant Director, Software Applications and Web Development
Assistant Director of Information Technology
Compliance Manager
Deputy Controller, Finance
Financial Analyst
Human Resources Document Imaging Clerk
Human Resources Specialist Assistant
Labor & Employment Relations Specialist
Manager, Business Development
Manager, Business Systems/Custom Applications/Quality Assurance
Manager, Human Resources
Manager, Corporate and Project Insurance
Manager, Compliance/Payables
Manager, Software Applications/Analysis
Paralegal Associate

B. Article 7.3: Seniority in Job Elimination and Transfer (Clarify that terminations are by bargaining unit seniority within a given department.)

When a position is eliminated and the employee is terminated or transferred to another title, bargaining unit seniority within job title in the same department shall determine the order of termination or transfer.

C. Article 8.1: Foundation Time and Leave Policy

Replace December 15, 2003 with August 19, 2008.

D. Article 8.3: Accrual of Annual Leave

Delete table for Tier 1 Employees and delete "Tier II Employees" heading.

E. Article 8.4: Charging of Annual Leave (Add as section d)

An employee who is late to work fifteen minutes or less shall have his/her annual leave balance charged one-quarter hour; an employee who is late to work more than fifteen minutes shall have his/her annual leave balance charged to the nearest quarter-hour increment.

F. Article 8.19: Compensatory Time (Add as second sentence)

Such compensatory time shall be scheduled by the employee's immediate supervisor to be taken as time off by the employee within two (2) weeks of the date on which the hours were worked.

G. Article 9.1: Grade Levels and Associated Titles

Add the following titles to Grades covered by the Agreement:

Grade IV

Assistant Cashier
Customer Service Representative
Senior OTPS Clerk

Grade V

Campus Benefits Coordinator
Campus Payroll Coordinator
Campus Personnel Coordinator
Senior OTPS Administrator

Grade VI

Business Systems Analyst
Field Services Representative
Field Services Representative - Grants Plus
Release Time and Summer Salary Coordinator
Web UI Designer/Developer

Grade VII

Senior Business Systems Analyst
Senior Technical Support Developer
Software Developer
Systems Administrator – Information Technology
Web Master and Developer

H. **Article 10.2: Health, Dental and Optical Insurance (Replace 2nd sentence of 2nd paragraph with the following):**

The Foundation shall provide the PSC with an opportunity to consult prior to making any such changes.

I. **Article 10.9: Limits of Tuition Reimbursement (Revise as follows to require a grade of C or better for undergraduate as well as graduate courses.)**

Eight credits per semester and four credits for summer session, up to twenty credits completed with a passing grade of C or better within a calendar year.

J. **Article 13: Disciplinary Actions (Replace current Article with the following.)**

13.1 Types of Behavior Subject to Disciplinary Action

Two types of behavior may lead to disciplinary action under the terms of this Agreement: unsatisfactory performance and misconduct.

13.1(a) Unsatisfactory Performance

Unsatisfactory performance is defined for the purposes of this Agreement as the failure to meet general performance requirements including, but not limited to: 1) regular attendance; 2) attention to duty; 3) efficiency; 4) competence; and 5) following directions of supervisors as well as the specific requirements of a position as outlined in the job description.

13.1(b) Misconduct in the Workplace

Misconduct in the workplace is defined for the purposes of this Agreement to include any conduct inappropriate to the workplace, including, but not limited to: 1) conduct which interferes with the effective, efficient, and safe operation of Foundation; 2) conduct prohibited by law; 3) conduct prohibited by Foundation policy; 4) sexual harassment; 5) dishonesty; 6) damaging Foundation property; 7) abusive behavior or conduct that is threatening or offensive to others; and 8) any other behavior or conduct unbecoming a member of Foundation's staff.

13.1(c) Misconduct outside the Workplace

Misconduct outside the workplace which does not affect Foundation's business will not be a basis for discipline. However, if the misconduct does affect Foundation's business or reputation, renders the employee unable to appear for work or unable to perform his/her duties, or the Foundation reasonably believes that the employee is a danger or threat to persons or property of Foundation or is engaged in acts contrary to the interests of Foundation, then the employee will be subject to disciplinary action.

13.2 Types of Disciplinary Action

Progressive discipline may include any or all of the following sanctions: warning, reprimand, suspension without pay, and termination. Management may omit one or more steps in the progressive disciplinary process depending on the seriousness of the behavior in question. Formal discipline

is defined as suspension or termination in cases involving misconduct to which the disciplinary procedures in Section 13.6 are applicable.

13.3 Right to Grieve

All disciplinary sanctions except warnings for unsatisfactory performance are grievable under the provisions of Article 15. Warnings for unsatisfactory performance as defined in section 13.1(a) are not grievable and, upon the Union or the employee's request, will be removed from the employee's personnel record 12 months after the date of the warning, provided that there has been no repetition of the conduct giving rise to the warning. **[Retroactive to 1/1/09]**

13.4 Notification to PSC

Whenever the Foundation issues a written notice of disciplinary action to an employee, it shall immediately send a copy of the notice to the PSC's Director of Contract Administration or his/her designee.

13.5 Suspensions

The Foundation may suspend an employee for unsatisfactory performance or for misconduct for up to two weeks. Suspensions for misconduct of more than two weeks are permitted without invoking the formal disciplinary proceedings of Section 13.6 only if the Foundation determines that the continuing presence of the employee at the work site presents a substantial threat to other employees, to the Foundation's assets, or to the effective operation of Foundation's activities. Foundation will advise PSC's Director of Contract Administration or his/her designee immediately of such action. Such suspension will be without prejudice in the process of attempting to establish just cause.

13.6 Formal Disciplinary Procedures for Misconduct-Based Disciplinary Suspensions and Terminations

Except as specifically provided in Section 13.5 above, before the Foundation suspends or terminates an employee for misconduct, the employee shall be afforded an opportunity to be heard in accordance with the following procedure:

Disciplinary proceedings shall be initiated by the President of the Research Foundation, or his/her designee, by service of a written notice of intent to prefer charges upon the employee and the PSC, which shall state the proposed charges against the employee and the proposed penalty.

Within seven (7) working days of service of the written notice of intent to prefer charges, a meeting shall be conducted by the President or his/her designee with the employee who may be accompanied by a PSC representative to discuss the notice, the preferred charges, the proposed penalty and the basis of the charges.

Within three (3) working days of the meeting, the President or his/her designee shall either a) withdraw the notice of intent to prefer charges or b) prefer charges including the penalty.

The employee may appeal the charges and the penalty in accordance with Article 15.6 Procedures for Complaint, Grievance and Arbitration, Step 2.

K. Article 14.2: Order of Involuntary Terminations (Clarify that terminations are by bargaining unit seniority within a given department.)

Involuntary terminations other than for just cause shall be made in order of bargaining unit seniority among covered employees in the same job title in the same department so that those with the least such seniority are the first to be terminated.

L. Approval and Ratification: This memorandum of Agreement is subject to approval by the Board of Directors of the Research Foundation of The City University of New York and the membership of the Research Foundation chapter of the Professional Staff Congress/CUNY.

For the Professional Staff Congress/CUNY

For the Research Foundation of The City University of New York

Date _____

Date _____

Side Letter A

Meals and Travel Allowances will be provided to covered employees in salary grades one through six working beyond their regularly scheduled work day as follows:

- a. For work three (3) or more hours beyond the employees' regular workday on any Monday or Friday: \$8.00 per diem and the one-way cost of their regular mode of transportation.
- b. For five (5) or more hours of work on any Saturday or Sunday: \$10.00 per diem and the round-trip cost of their regular mode of transportation.
- c. For work after 9:00pm on a workday or weekend, the employee's immediate supervisor shall authorize either a taxi or car service.

No receipts will be required for the per diem or for public transportation. Receipts will be required for taxis.

There is no allowance for less than three (3) hours of work beyond the employee's regularly scheduled workday.

Side Letter B

The following pre-tax benefits* shall be made available to covered employees to the same extent that they are provided to non-covered employees:

Parking Account:

All employees covered by this Agreement shall be entitled to designate for deduction and apply for reimbursement of up to \$200 pre-tax dollars per month (monthly minimum \$25) towards his/her workplace or commuter expenses.

Transit/Commuting Account:

All employees covered by this Agreement shall be entitled to designate for deduction and apply for reimbursement of up to \$230 pre-tax dollars per month (monthly minimum \$25) towards his/her transit and/or commuting expenses. This includes Metro Cards, LIRR, PATH, Metro-North Railroad, Ferries and Vanpool services.

Flexible Spending Account:

All employees with one year of service covered by this Agreement shall be entitled to designate for deduction and apply for reimbursement of up to \$5,000 pre-tax dollars per year to pay for his/her non-reimbursed medical and dental expenses, and for those of his/her eligible dependents (domestic partners not included). This includes co-payments, prescriptions, eyeglasses, deductibles, orthodontia and co-insurance. The minimum monthly deduction to the flexible spending account is \$25.

Dependent Care Account:

All employees covered by this Agreement shall be entitled to designate for deduction and apply for reimbursement of up to \$5,000 pre-tax dollars per year spent for the care of his/her dependent(s). This includes Childcare, Eldercare, Preschool, Day Camp, Before/After School Programs and Nursing Care.

* Subject to applicable IRS regulations.