Dear Members,

I am pleased to present the PSC’s agenda for the upcoming round of collective bargaining. The bargaining agenda that follows was unanimously recommended by the union’s negotiating committee and overwhelmingly approved by the Delegate Assembly. It is the product of the thorough, five-day meetings of listening to members’ contract priorities the union has undertaken. It draws on discussions by members at open contract meetings on every campus, a member survey on workload, a faculty senate survey on faculty satisfaction, hundreds of comments by individual members, more than 200 interviews conducted by the Committee of 500, and a special Delegate Assembly devoted to comments on the contract.

The wide-ranging discussions revealed a surprising level of consensus. Members are determined not to undo the progress the PSC has made through the last three contracts – securing salary increases right before the recession, maintaining health benefits, gaining paid parental leave, creating professional development funds, and more. They see some ways of improving our professional lives through measures that cost little or nothing – such as tuition waivers for our children who attend CUNY. And they are determined to move forward on the union’s multi-year agenda for deep, structural change in our working conditions and our students’ learning conditions.

Defending public higher education calls for an ambitious bargaining agenda

CUNY faculty and staff are aware of the economic and political realities we face as we enter this round of bargaining. Many of us teach and write on exactly these issues, but we have also seen our teaching burdens, workloads, and the economic downturns have been used as an excuse to de-fund the City University, especially when its reach into new student populations challenged the status quo. We know first-hand that the erosion of salaries and working conditions at CUNY hurt a whole generation of students and led to an exodus of faculty. We refuse to let that happen again.

It is especially important that conditions at CUNY not be sacrificed now, when student enrollment has reached an all-time high and when thousands of new full-time faculty have been hired – in part on the strength of our contracts. Nor will we accept riding out the recession by increasing CUNY’s exploitation of contingent and part-time employees. For the first time in my experience as PSC president, I have heard a shared recognition among members that we cannot fix academic labor issues at CUNY if we do not fix the abusive system of adjunct labor.

How do we do all this at a time when the governor-elect has op- portunistically declared that public employees are the root of the State’s budget crisis? Or when the newly elected Republican majority in the House of Representatives will seek to block a second federal stimulus bill? Or when the mayor has violated an unspoken rule of collective bargaining and announced that he plans to deny raises for the UFT that were already negotiated by other unions?

Strategic, imaginative and strong

Our answer is to be strategic, imaginative and strong. It is also to work simultaneously in multiple areas. As we advance our agenda at the bargaining table, the PSC will be fighting to change the political conditions that underlie the clamer for go-backs. The economic scarcity we will hear about at the bargaining table is not an act of nature; it was created by political policies, and can be reversed by political policies. The PSC is part of a growing coalition pressing Albany for alternatives to imposing austerity on public work- ers and the vast public we serve.

I do not underestimate what it will take to change the agenda in Albany. New York State’s conservative drift is part of a national and even global push to diminish the public sector and concentrate wealth to an unprecedented degree in the hands of the rich. But our fight for a fair contractbegins with a fight for a fair budget. And the PSC and other unions showed last summer, when we challenged the furloshog proposal, that we can prevail against the received wisdom that austerity is inevitable. The PSC leadership knows how great an effort it will take to reverse prevailing economic policies, and we will continue to work at the local, state and federal level to increase the resources available for a contract settlement.

Refusal of concessions, imaginative approaches to new areas

The most important part of this bargaining agenda, then, may be what is not here. The union has a bargaining partner across the ta- ble, and I fully expect CUNY man- agement to approach this round of negotiations with sharp conces- sionary demands. The PSC has had a good record over the past ten years in uniting to defeat Chancel- lor Goldstein’s demands for give- backs, such as abolition of salary steps and removal of department chairs. The pres- sure will probably grow in this round. But accepting concessions for the sake of accepting scarcity for our students. Allowing CUNY to make our compensation less competitive or our jobs less secure would erode the quality of education we offer our students.

We refuse to accept scarcity for our students, or ourselves. This bar- gaining agenda is about defending the quality of education at CUNY at a time when many assume that it will be eroded. And it is about dar- ning to imagine that we can enhance education and improve service to students.

The most direct way to restruc- ture full-time faculty workload at both the senior and community colleges urgently needs to be re-structured. Our heavy teaching loads actually work against stu- dent success. Faculty need to be freed to spend more time with in- dividual students. There is ample evidence that a chief factor in increasing student retention and graduation rates – a goal we share with management – is time for one-on-one attention by faculty. Faculty at CUNY rarely have such time, as we cope with a heavy teaching schedule, overcrowded classrooms, and increased demands for research and outside funding, and multiplying administrative initiatives in which we are pressed to participate.

The next direct way to restruc- ture the full-time faculty workload would be to introduce a more man- ageable teaching load, one in line with other universities that make comparable research and teach- ing demands. Hence we propose a three-credit reduction in the annual teaching load for all colleges, for all full-time faculty. But we also offer additional ways to restructure our work. We call for strict adherence to departmental class size limits – an approach that re- duces the number of students in each class while allowing the PSC to maintain progress on competitiveness, and for restructuring the full-time faculty. But we also offer additional ways to restructure our work. We call for strict adherence to departmental class size limits – an approach that re- duces the number of students in each class while allowing the PSC to maintain progress on competitiveness, and for restructuring the full-time faculty workload to support student and research.

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The union’s goals

● The union’s goals

- address the current bargaining climate through a strategic ap- proach to union priorities
- maintain progress on competi- tive salaries
- restructure full-time faculty workload to allow more time for students and research, and im- prove student retention
- achieve substantial movement toward parity and job stability for adjuncts
- create a process for advance- ment for HEOS
- address long-standing inequities (library faculty, law school, and others)
- improve the working lives of fac- ulty & staff, often through low- or no-cost measures such as tuition waivers
- take other steps to improve professional life and strengthened labor relations at CUNY

Reconstructing the full-time faculty workload to support student and research

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Continued from page A4
PSC Bargaining A

Contract demands approved by the Delegate Assembly

1. Salary Increases: All members of the bargaining unit, including bargaining unit members employed at the Educational Opportunity Centers and in Continuing Education series titles, shall receive per annum across-the-board salary increases, compounded. (Article 24)

2. Movement in Steps: For full-time employees, the five-year step and the seven-year step shall be converted to one-year steps. For adjunct and hourly employees whose salary schedules are covered in Article 24, movement from the penultimate and antepenultimate steps will take place after one year. (Article 24)

3. Movement toward Adjunct Salary Parity: The University shall make substantial, measurable progress toward pay parity for part-time teaching adjuncts, based on proportional parity with the full-time Lecturer title, through one or a combination of the following measures: increased hourly pay, longevity increments, an initiative for conversion of teaching adjuncts who have met appropriate eligibility requirements to full-time positions. (Article 24)

4. Regularize Salary Schedules: A schedule of salary steps shall be introduced for all Research Associates, for all CUNY Law School full-time and part-time faculty (with the exception of Distinguished Lecturer-Welfare Fund), for all full-time Medical professor title employees (with the exception of Distinguished Lecturer, Medical Series), and for the Medical Lecturer position. (Articles 35, 34 and 24).

5. Salary Differential for College Laboratory Technicians and Assistants to HEO: Eligible part-time instructional staff members shall be included in the City University in comparable positions shall be maintained. The Supplemental Agreement on Educational Opportunity Centers shall be amended to improve certain working conditions and benefits. (Supplemental Agreement on Educational Opportunity Centers)

6. New Full-Time Faculty: New full-time faculty members whose initial appointment is on September 1 of any given year shall be placed on payroll on August 1 of that year in order to enable them to complete the advance preparation required for assuming a new faculty position. New full-time faculty whose teaching appointment begins on February 1 of any given year shall be placed on payroll on January 1 of that year.

7. New Full-Time Faculty: New full-time faculty members whose initial appointment is on September 1 of any given year shall be placed on payroll on August 1 of that year in order to enable them to complete the advance preparation required for assuming a new faculty position. New full-time faculty whose teaching appointment begins on February 1 of any given year shall be placed on payroll on January 1 of that year.

8. Welfare Fund Enhancements and Equity in Adjunct Health Insurance: There shall be a substantial increase in contributions to the PSC/CUNY Welfare Fund for all active and retired members of the bargaining unit, including employees at the Educational Opportunity Centers, Eligible part-time instructional staff members shall be included in the New York City Health Benefits Program. (Article 24)

9. Educational Opportunity Centers: Salary parity with the other units of the University violates departmental class size limits without the written consent of both the instructor and the department chair, full-time instructors shall be credited with additional teaching contact hour credits equivalent to the number of teaching contact hours of the course, part-time instructors shall receive equivalent compensation.

10. Support for Student Mentoring: Full-time faculty who choose to participate in a student-mentoring program to be designed jointly by the parties shall receive additional compensation (in either salary or credit for time, or both) in the form of adequate compensation (in either salary or credit for time, or both) for the professional development, course development and additional instructional time that is required by the use of ET and DL.

11. Pension Equity: The University shall provide part-time instructional staff with the option to participate in the Optional Retirement Programs.

12. CLIP Instructors: Teachers in the CUNY Language Immersion Program shall be placed in full-time positions under Article 3 for in a newly established full-time position on the appropriate salary schedule, with all the rights and benefits of full-time employees. (Article 1)

13. Full-Time Faculty Workload: The workload of full-time teaching faculty shall be restructured to enhance the quality of education, to support improved student retention and graduation rates, and to allow faculty to contribute meaningfully to the academic community through research, scholarship and creative work. As part of accomplishing this goal, the maximum teaching load for full-time faculty at all colleges shall be reduced by 3 teaching contact hour credit units annually. (Article 15 and Appendix A)

14. Class Size: In the event the University violates departmental class size limits without the written consent of both the instructor and the department chair, full-time instructors shall be credited with additional teaching contact hour credits equivalent to the number of teaching contact hours of the course, part-time instructors shall receive equivalent compensation.

15. Support for Student Mentoring: Full-time faculty who choose to participate in a student-mentoring program to be designed jointly by the parties shall receive additional compensation (in either salary or credit for time, or both) for the professional development, course development and additional instructional time that is required by the use of ET and DL.

16. Library Faculty: All Library faculty, regardless of when hired, shall have the same number of annual leave days as other full-time faculty. Effective on the date on which Article 14.3 b) is changed to provide annual leave for Library faculty equivalent to the annual leave of other full-time faculty, Library faculty professional development leaves shall be discontinued. (Articles 14 and 25)

17. Additional Support for Department Chairs: Department chairs (and, where appropriate, their deputies) shall receive additional support through provision of one or a combination of the following: additional reassigned time, additional financial compensation, and additional access to support personnel.

18. Educational Technology and Distance Learning: The use of Educational Technology and Distance Learning by instructional staff members falls within contractual provisions, professional review procedures, shared governance, and long-established governance practices, but its special impact on certain terms and conditions of employment needs to be further addressed through collective bargaining. Educational Technology and Distance Learning (ET and DL) shall be understood to include but not be limited to: web-assisted courses, asynchronous courses, and hybrid courses. Instructional staff shall receive adequate compensation (in either salary or credit for time, or both) for the professional development, course development and additional instructional time that is required by the use of ET and DL.

Instructional staff shall have the right to:
- Ownership of their work product
- Control of the rebroadcast of their work product
- Adequate technological support services to deliver course content
- Selection of the teaching platform most appropriate for their work

Continued and expanded use of University resources to create and support the CUNY Academic Commons and other similar faculty-driven endeavors.

An Educational Technology and Distance Learning Labor Management Committee shall be estab-
WORKFORCE STABILITY AND ADVANCEMENT

20. System of Advancement for HEO-Series Employees: A system enabling advancement for HEO-series employees shall be introduced, such that employees in the titles Assistant to HEO, HEO Assistant, and HEO Associate shall be eligible for advancement in salary and the designation “Advanced.” Advancement shall be determined by peer review, subject to final approval of the President and the Board of Trustees. Advancement shall result in movement to the HEO-series salary schedule of the title classified immediately above the employee’s title, on the date that is the next higher than the employee’s current salary. Decisions about advancement shall be based on such criteria as excellence in performance and expansion of duties; such decisions shall be subject to Articles 9 and 20. (Articles 9 and 13)

21. HEO Classification and Appointment: The reclassification procedures shall be improved, to create greater fairness and transparency. A Certificate of Continual Administrative Service shall be granted to HEO-series employees after the fifth year of service; the first appointment for HEO-series employees shall be a one-year appointment, and the second and third reappointments shall be two-year appointments, with appropriate amendments to Articles 9 and 13.11. (Articles 9 and 13)

22. Adjunct Workplace Stability: A system of job stability for teaching adjuncts shall be introduced, such that adjuncts earn a Certificate of Continuous Employment in the adjunct title after teaching an average of 12 contact teaching hours a year in the same department in any 5 of the previous 7 years, and successfully undergoing a review by the department. An adjunct who has achieved a CCE shall be entitled to teach a minimum of 6 contact teaching hours per semester and would not be subject to non-reappointment, except for just cause. Teaching adjuncts who have completed an average of 12 contact teaching hours per year in any of the past 12 years by the day following the expiration date of the 2007-2010 Agreement shall receive the CCE upon the effective date of this provision. (Article 12)

SUPPORT FOR AN ACADEMIC COMMUNITY

23. Tuition Waivers: 1) Children and stepchildren of full-time members of the instructional staff shall be granted tuition waivers for under-graduate courses at CUNY. 2) The eligibility requirement for tuition waivers for teaching adjuncts shall be reduced from ten semesters to six, and may be established through service CUNY-wide. 3) Non-teaching adjuncts who have worked at least 6 hours per week at the same college for 4 consecutive semesters (not including the summer session), and who have been appointed to work at least 6 hours per week in college or for a full or spring semester shall be granted tuition waivers for up to one course that semester. 4) Substitutes may be immediately granted by and immediately following by adjunct service shall be counted as continuous service for the purpose of determining eligibility for tuition remission. (Article 29)

24. Paid Parental Leave: The pilot program for paid parental leave, signed into agreement on March 9, 2009, shall be established as a permanent program and enhanced. (Article 16)

25. PSC-CUNY Awards: The contribution to the PSC-CUNY Awards program shall be increased by at least $500,000. (Article 25)

26. Increasing Racial, Ethnic and Gender Diversity: A Diverse Faculty Recruitment and Retention Fund of $500,000 shall be created, and academic departments in recruiting and retaining full-time faculty from underrepresented groups, bringing candidates from such groups to campus, and undertaking other initiatives to increase diversity.

27. Improved Access to Childcare and Housing: A labor/mangement task force shall be formed to address the urgent need to provide improved access to affordable housing in the New York City area, especially for new members of the faculty and staff, and access to high-quality, affordable childcare for all relevant members of the bargaining unit.

28. Adjunct Professional Development Fund: The Adjunct Professional Development Fund shall be permanent, supported by recurring funds; and non-teaching adjuncts who meet eligibility requirements agreed to by the parties shall be entitled to apply for grants from the Fund. (Appendix C)

EQUITY, ENHANCEMENTS, GRIEVANCE AND DISCIPLINE

31. Graduate Employees: The University shall support the Union’s efforts to achieve improvements in the benefits available to graduate employees under NYSSPIH. Graduate Assistants shall receive appropriate University-wide credit toward movement in salary schedule when they are appointed to adjunct positions. A labor/mangement committee shall be formed to explore ways of enhancing opportunities for full-time faculty appointments for recipients of the Ph.D. degree from CUNY, especially for Ph.D. recipients from underrepresented racial, ethnic and gender groups.

32. Part-Time Instructional Staff: Teaching adjuncts who have taught for at least 5 of the preceding 7 semesters, and non-teaching adjuncts who have been appointed for at least six hours per week during 5 of the preceding 7 semesters, shall accrue sick leave. An employee currently serving in a Substitute title who is subsequently appointed to an adjunct title shall receive written notice of appointment on the same schedule as an employee currently serving in an adjunct title. (Article 10.1a(3))

The University shall provide the first paycheck of the semester for part-time instructional staff no later than 3 weeks after the first day of the semester; employees for whom a paycheck is not provided by the paycheck date shall receive an immediate advance of 80 percent of the gross salary due on the paycheck date and a similar advance for any subsequent periods for which paychecks are not provided. The balance due for the employee for each pay period shall be paid in the first regular paycheck.

33. Continuing Education Teachers: The Supplemental Agreement on Continuing Education shall be amended to include provisions for regular observations and evaluations of Continuing Education faculty, consistent with Articles 18 and 19 of the collective bargaining agreement, and provisions for a grievance/arbitration procedure consistent with Article 20 of the Agreement.

34. Increased Reassigned Time for Union Work: The PSC shall be granted reassigned time for negotiation of successor agreements, in addition to the reassigned time for handling of grievances and implementation of the 2007-2010 Agreement. The additional reassigned time shall be granted during periods when successor agreements are being negotiated, and shall be allocated by the PSC to bargaining unit members who participate in collective bargaining with the University. (Article 6)

35. Appointment, Evaluation, Grievance and Discipline: Appointment and Non-Reappointment: The following shall be added to both Article 9.9 and Article 9.10: “If after ten (10) calendar days, as above, the written statement of reasons has not been furnished to the affected employee, the employee shall be deemed reappointed for one year.”

The time bar to complaint regarding non-compliance under 18(2)(b)(2) or 18.3 shall be removed by deleting the third sentence of Article 18.2(b)(2) and the third sentence of Article 18.3(d).

Article 20.4 shall be amended to allow 60 working days to file a grievance.

If the University fails to render a Step One or Step Two grievance decision within the contractual time frame, that grievance shall be deemed sustained.

A new section, 20.9, shall be added: “In all investigative circumstances and any situations that could reasonably lead to future discipline, employees must be told of their rights to union representation.”

The following shall be deleted from Article 21: “staff in HEO series titles shall be subject to discharge as provided in Article 21.8,” and all of 21.8 shall be deleted.

The following shall be added, either to 21.14, or as a new section, 21.14: “Any and all actions resulting from any and all internal investigatory procedures pursuant to any University policy must proceed through Article 21, and, in all investigative circumstances and any situations that could reasonably lead to future discipline, employees must be told of their rights to union representation.”

Note: The Professional Staff Congress reserves the right to amend or supplement these demands during the course of collective bargaining.
An alternative for CUNY

Continued from page A1

learning, CUNY’s research expectations – for both the community and senior colleges – are at odds with its unusually heavy teaching load. While we embrace high standards of scholarship, we recognize that those standards either ring hollow or lead to burn-out if they are not accompanied by conditions in which they can be met. Restructuring the full-time faculty workload would in fact increase productivity, if productivity is understood to mean contributing to learning and the production of new knowledge.

Opening a path to advancement for Higher Education Officer employees

There are more than 3,000 professional staff in the Higher Education Officer series at CUNY, and they are the only major group of PSC members who work under a system of classification rather than promotion. HEOs provide essential services to students and colleges. They are financial aid counselors, registrars, program directors and technology personnel. To move to a higher position, HEOs who have not yet reached the top classification must either attain a new, different job at CUNY or show that their current job has changed so significantly that it is now in a higher category. We believe that every employee should have a transparent path to advancement.

For the first time, we propose in this set of demands an additional route to advancement that HEOs who are not in the highest classification. While also calling for improvements in the current classification process, we propose a system to enable advancement based on the recommendation of peers. For many HEOs, the experience of being at CUNY is an experience of frustration and disrespect. Despite ballooning workloads as enrollment rises and retirees are not replaced, HEOs have few avenues for professional advancement, increased salary and respect.

Our proposal addresses this need, while incorporating one of the core practices of an academic community – peer review. The proposal rests on the notion that these frontline workers with students will be better able to serve our students if they have the simple dignity of a route to advancement.

Job stability and movement toward parity for adjuncts

No issue cuts a deeper fault-line through our workforce or requires more political force to resolve than the two-tier labor system. Through the past three contracts, the PSC has made pathbreaking reforms for CUNY adjuncts, but we have not dismantled the adjunct system and replaced it with a system that better serves our students and ourselves. It took CUNY 30 years to arrive at the point where most of the full-time faculty fairly when CUNY can hire part-timers at a fraction of the cost? And how can a university countenance allowing half the faculty to work for embarrassing wages, with no meaningful job security, and often to be hired without even an interview? Something is seriously out of joint.

While acknowledging the challenge of addressing the two-tier labor system at a time of economic constriction, the bargaining agenda we present registers that we cannot wait any longer to make systemic change. Thus we present three major demands: 1) to include eligible adjuncts in the City health program; 2) to create a new system of contractual job security for qualifying adjuncts; and 3) to make significant, measurable progress toward salary parity on a pro rata basis with the full-time lecturer position.

The demand for a system of job security is new, and carries no cost. It is a considered proposal to stabilize the faculty workforce by allowing adjuncts who have taught for a significant period and who successfully complete a rigorous review to attain a Certificate of Continuous Employment, in the adjunct position. Many departments already observe an informal system of seniority for adjuncts; our demand is to make the system formal and contractual. This idea may be new for some; I urge you to be open to how it would benefit students and the entire University, and I look forward to the discussions we will have about it in the coming months. (The bargaining team was happy to receive a petition signed by hundreds of members that included a demand for three-year appointments for qualifying adjuncts; the proposal we have advanced is both more tested and more ambitious.)

The most difficult issue to address is bringing adjunct salaries to parity, on a pro rata basis, with full-time lecturer salaries. This will not be achieved in one contract. Cutting costs by hiring adjuncts has been the linchpin of CUNY’s budget strategy; we do not expect to reverse that policy overnight. But the inequities of the adjunct system must be addressed, and our demands make a serious commitment to that goal. The petition we received from members calls for a single approach – an additional $30 per hour for each adjunct teaching hour. After serious consideration, the bargaining team has recommended a more strategic approach: to use one or a combination of increased hourly pay, longevity increments and an initiative for conversion of teaching adjuncts to full-time positions. In the months ahead, I hope to speak to you about some of these initiatives, including proposals that recognize that we are all one faculty. We should continue to press for new professorial lines, as well as investment in the faculty CUNY has.

An alternative to scarcity

The primary goal for the bargaining team was to develop a coherent agenda that would unite the concerns of our membership and uphold the principle that public higher education cannot be sacrificed to economic austerity. We ask you to consider the attached document as a whole – as an agenda for the union – and not just as a set of independent demands. Last week at John Jay College, a young faculty member said to me after a meeting on the contract that he was glad the union had decided “not to meet scarcity with scarcity.” If unions in this economic moment do not demand an alternative to scarcity, who will?

It is in the best tradition of labor unions to refuse to accept austerity for working people, and in the best tradition of the academy to question received wisdom. Those are the traditions we hope to unite by offering an ambitious, strategic and principled bargaining agenda for the next contract.

In solidarity,

Barbara Bowen
President, PSC