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

FREQUENTLY ASKED:
Questions and answers on the agreement

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

THE STRUGGLE
Looking back at the contract campaign

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

PSC ELECTION
Results of voting for union officers

On April 25, the American Arbitration Association counted ballots in the union-wide election to choose the PSC’s principal officers and the rest of its Executive Council. The incumbent New Caucus slate won every contest, defeating the CUNY Alliance with an average of 54% of the vote. PSC President Barbara Bowen was re-elected with 3,201 out of 5,856 votes. Results are not official until certified by the PSC Election Committee and Delegate Assembly, which will discuss a challenge brought by the CUNY Alliance. More coverage in the next issue of Clarion.
Below is a summary of the contract settlement between the PSC and CUNY. A draft of the Memorandum of Agreement is being mailed out with the ratified ballots. The memorandum and a list of salary schedules are being posted on the union website (www.psc-cuny.org). See page 8 for details on the ratification vote.

**DURATION**

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

**SALARY & WELFARE FUND**

2. Across-the-board salary increases
   - (worth, on average, 9.5% and equivalent to UFT/SUNY annual across-the-board increases):
     - 2.5% effective May 1, 2004
     - 2.75% effective May 1, 2005, compounded
     - 3.00% effective May 1, 2006, compounded
     - $800 added to salary schedules effective September 19, 2007 for full-time instructional staff
   - 1% uncompounded increase effective September 19, 2007 for part-time instructional staff, including continuing education teachers
   - the contractual salary schedules will be increased by these rates and dollar amounts

   For example:
   - A professor or higher education officer at the top of the salary schedule, currently earning $91,507, will see an increase to $101,435 effective 5/1/06 and to $102,235 effective 9/17/07.
   - An assistant professor or higher education assistant, currently earning $58,558, will see an increase to $68,488 in retroactive pay before taxes and pension are deducted.
   - An adjunct lecturer at the top of the schedule currently earning $2,843 for one 3-credit course will receive an estimated $380 in back pay, before taxes and deducts, assuming he or she taught one course in both Fall and Spring semesters and did not teach in the summer. An adjunct who taught twice that much and qualified for the office hour fund would receive about $900.

4. **Welfare Fund**
   - To restore Welfare Fund reserves (the balance of the retroactive payments worth 6% – 8% (the balance of the retroactive payment before taxes and pension are deducted).
   - An assistant professor or higher education assistant earning $58,558 in April 2006 will receive approximately $338 in back pay, before taxes and deduction.
   - An adjunct lecturer at the top of the schedule currently earning $2,843 for one 3-credit course will receive an estimated $380 in back pay, before taxes and deduction.

   More CUNY contributions to the Welfare Fund

   - 12 additional hours of reassigned time for research for untenured faculty
   - Tenured assistant professors, associate professors and professors who receive an initial appointment to a professorial title or on or after September 1, 2006, will receive the equivalent of 24 hours of reassigned time for up to 10 years following the enactment of tenure legislation on campus.
   - Tenured faculty librarians who are initially appointed to those titles on or after September 1, 2006, will receive the equivalent of 12 contact hours of reassigned time for up to 10 years following the enactment of tenure legislation on campus.
   - A professor or HEO who has been employed as faculty counselor or department chair for five years in a five-year period will receive $800 in retroactive pay before taxes and pension are deducted.
   - A professor or HEO who has been employed as faculty counselor or department chair for five years in a five-year period will receive $800 in retroactive pay before taxes and pension are deducted.
   - A professor or HEO who has been employed as faculty counselor or department chair for five years in a five-year period will receive $800 in retroactive pay before taxes and pension are deducted.
   - A professor or HEO who has been employed as faculty counselor or department chair for five years in a five-year period will receive $800 in retroactive pay before taxes and pension are deducted.

   B. Increased CUNY contributions (which will be over $85 million per year) will come from:
      - 1) A $200 million increase in per capita contribution rate:
         - $130 effective August 25, 2006 (to $1,200 per active employee)
         - $60 effective September 19, 2007 (to $1,560 per active employee)
      - 2) A $2.2 million per year recurring cash payment to the Welfare Fund:
         - $1.3 million per year effective May 1, 2004
         - an additional $0.9 million effective May 1, 2006

   C. Municipal Labor Committee Agreement for the period October 1, 2004 – January 2006 will be incorporated into the Agreement, reflecting changes that have already been implemented in the NYC Health Benefits Program.

   **RESEARCH & PROFESSIONAL DEVELOPMENT**

   5. Sabbatical pay increase to 80%
   - Effective starting the Fall semester following the enactment of the legislation on tenure, the salary rate for individuals on both full-year and half-year fellowship leave (sabbatical) will increase from 50% to 80% of annual salary. The procedures for application and approval of sabbatical leaves will not change, nor will the availability of a limited number of half-year sabbaticals at full pay. As in the past, “tenured members of the permanent instructional staff” (Article 25.3) and lecturers with CCEs are eligible for sabbaticals. There are funds in the contract settlement to cover this provision.

   6. 12 additional hours of reassigned time for research for untenured faculty
   - Tenured assistant professors, associate professors and professors who receive an initial appointment to a professorial title or on or after September 1, 2006, will receive the equivalent of 12 contact hours of reassigned time to engage in scholarly and/or creative activity, for the purposes of this provision, 12 contact hours will be equivalent to one semester of 15 weeks; 24 contact hours will be equivalent to two semesters of 15 weeks each.
   - A professor or HEO who has been employed as faculty counselor or department chair for five years in a five-year period will receive $800 in retroactive pay before taxes and pension are deducted.
   - A professor or HEO who has been employed as faculty counselor or department chair for five years in a five-year period will receive $800 in retroactive pay before taxes and pension are deducted.
   - A professor or HEO who has been employed as faculty counselor or department chair for five years in a five-year period will receive $800 in retroactive pay before taxes and pension are deducted.
   - A professor or HEO who has been employed as faculty counselor or department chair for five years in a five-year period will receive $800 in retroactive pay before taxes and pension are deducted.

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

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

   Major features of the agreement

   - Salary increases averaging 9.5%
   - 20% increase in CUNY’s annual contributions to Welfare Fund
   - Sabbaticals at 80% pay
   - 24 hours of reassigned time for future untenured faculty
   - Extension of tenure clock from five years to seven
   - Professional development grants for adjuncts
   - Increases in professional development grants for HEOs and CLTs
   - $100 new full-time positions for experienced CUNY adjuncts
   - Reduction in teaching load to 24 hours at City Tech
   - Improvements in professional leaves for library faculty, annual leave for counseling faculty
   - Paid sick days for non-teaching adjuncts and adjunct CLTs
   - Three-day change in academic calendar
   - No concessions on department chairs, starting salaries, grievance protections, job security for HEOs

   What’s in the proposed contract
10. Enhancement of HEO/CLT Professional Development Fund
Total funds for the HEO/CLT Professional Development Fund will be increased by the same amount as the general wage increases, approxi-
mately 9.5%. The maximum grant for individual employees will in-
crease from $2,000 to $3,000. The annual application period will also be changed; applications will be accept-
ed on a rolling basis rather than on specific dates throughout the year. Annual stipends of $1,000 will be pro-
vided to the members of the Se-
ction Officers, who have con-
tributed extensive service, without
compensation, since the inception of the program.

11. Increase in professional leave for library faculty, from 4 weeks to 5 weeks
Effective on the September 1 follow-
ing enactment of the tenure legisla-
tion, the 50 reassignment leave pro-
vided to full-time library faculty, par-
ticularly to professional development and re-
classified duties, will be increased from four weeks to five weeks.

12. Increases in total funds for travel, PSC/CUNY Grants and oth-
er support
An increase of the same amount as the general salary increase, ap-
proximately 9.5%, will be applied to the following: total funds for PSC/CUNY/HEO for Professional Development, total funds for Travel Allowances; Dis-
tinguished Professor Stipends; to-
lals for the HEO/CLT Profes-
sional Development Fund; and the Con-
tinuing Education Teacher An-
iversary Payments.

TIME & LEAVE
13. Reduction in teaching work-
load at New York City College of Technology
Effective Fall semester 2006, the an-
ual undergraduate teaching con-
tact hour workload for assistant professors, associate professors and profes-
sors at New York City Col-
lege of Technology will be reduced from 26 hours to 24. Together with the reduction in coursework negoti-
ated for in the last contract, this pro-
vides a total reduction of three hours at New York City College of Technology.

14. Reduction of workweek and increase in annual leave for facult-
cy counselors
Effective August 25, 2006, full-time faculty appointed or assigned as counselors on or after September 1, 1998 will have the same number of annual leave days and the same workweek as faculty appointed or assigned prior to that date.

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

ADJUNCT ENHANCEMENTS
16. Creation of Adjunct Profes-
sional Development Fund
See paragraph 9 above.

17. Creation of 100 new lecturer positions for experienced adjuncts
A side issue to the Memorandum of Agreement from Chancellor Goldstein to President Bowen con-
tains a commitment to create 100 new full-time faculty positions, for which the hiring pool will be re-
stricted to experienced CUNY ad-
juncts. The provision is subject to fund availability and enactment of the Board of Trustees. Up to 50 new posi-
tions are to be filled by the Spring 2006 and the remaining 50 positions of the 100 being filled in the 2007-08 academic year. To be eligible to apply for the position, an adjunct must have taught in the depart-
ment in which the position is offered for 8 of the 10 most recent sem-
esters (excluding summers), and in 7 of those 10 semesters must have taught at least 6 classroom teaching hours. In addition, the ad-
junct must be teaching 6 hours in
the semester in which the search is conducted. With the exception of pool eligibility, all other regular search procedures will be fol-
lowed. Once the position is filled, it will be treated in all respects as a regular lecturer position, eligible for CCE and lecturer doctoral salary schedule, except that if the appointment is for more than 10 sem-
ester years, it is expected to be filled ac-
cepting the eligibility criteria above.

18. Paid sick days for non-teaching adjuncts and adjunct CLTs
Effective August 25, 2006, all part-time instructional staff members (including full-time employees on multiple position assign-
ments), in teaching as well as non-teaching positions, will be entitled to paid leave for the purposes of illness and personal emergencies, including religious ob-
servances and death in the immedi-
ate family,up to 15 total hours of work per week. Previously, non-teaching adjuncts and adjunct CLTs were not entitled to paid sick leave.

19. Notification of salary rate and ability to claim retroactive pay
Effective August 25, 2006, colleges shall notify each adjunc
t of his/her initial hourly rate of pay in the appointment letter. If there is a underpayment, if the adjunc
 notchifies the College Office of Hu-
man Resources of the error within 30 days of the start of the semester, the adjunct will be entitled to an ad-
justment in hourly pay retroactive to the first day of the semester. (Previously, there was no contrac-
tual entitlement.)

20. Bridging of adjunc
t service while in Substitute title
Effective August 25, 2006, when an adjunct is appointed to a Substitute title, an agreement that will “bridge” other adjunc-
t positions for the purposes of determin-
ating eligibility for salary steps (Arti-
ticle 24.6) and tuition waivers (Arti-
tcle 26.5) will have been made may, at any time
prior to 60 days from the president’s
nominating guidelines and the costing

GRIEVANCE & DISCIPLINE
31. Inclusion of Medical and Law Schools in grievance and discipline procedures
Effective August 25, 2006, faculty in the CUNY Law School and the
New York School of Bio-
medical Education will be covered by all provisions of Articles 20 and 21, the arti-
cles that concern grievance and discipline procedures. This is a protection for the individuals whose work is consid-
ered “management” or “confidential.

32. Changed contract language in case of conviction of a felony A side issue to the contract is the discipli-
ary provisions brought about by a col-
lege against an individual convicted (not just accused) of a felony, will be changed. The new article will read: “Any person convicted of a felony against whom disciplinary charges have been made may, at any time during the pendency of the charges, be suspended without pay by the president of the college.” Currently, the contract states that the col-
lege president must suspend pay after 60 days from the president’s preferment of charges.

APPROVAL & RATIFICATION
33. The Memorandum of Agree-
ment is subject to ratification by the membership of the Professorial Staff Congress/CUNY and to ap-
proval by the City University of New York, the City University of New York, and The City of New York.
Frequently Asked Questions

FAQs about the contract

When can I expect my retroactive pay?

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

How much retroactive pay will I receive?

If the contract is ratified and approved by the CUNY Trustees, you will get a check for retroactive pay equal to between 6% and 8% of your annual salary as of April 2006 (depending on step increases), which will then be reduced by the usual taxes and pension deductions. Among employees who have been in full-time PSC titles since at least April 2004, retroactive pay—before tax and pension deductions—could range from about $1,800 (for an assistant to HEO hired in September 2003 at the bottom of the salary scale) to $7,400 (for a professor or HEO at the top of the salary schedule since January 2004).

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

The first three raises in this contract are percentages: 2.5% on May 1, 2004; 2.75% on May 1, 2005; and 3% on May 1, 2006. Meanwhile, the next salary step, to which she would move in January 2007, would have been increased to $79,221. The final $800 raise for full-time employees and the 1% increase for part-timers will be added to the salary step schedule on 9/19/07—the last day of the new contract.

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

$800 represents 1% of the average compensation (salary plus CUNY’s contribution for pension and Social Security) of full-time instructional staff employees at the start of the contract. The increase will be calculated by taking 1% of each $1,102 adjunct hourly rate and applying the resulting amount to the equivalent 9/30 hourly rate on September 19, 2007.

Are all across-the-board increases equal to the 9.5% average increase?

No. Each of these increases will raise the whole salary schedule by that percentage, and will be paid in addition to any step increases that employees are due. Thus, each salary step will go up by the across-the-board increases.

To provide part-timers with a pro-rated equivalent of this $800 raise, part-time step rates will get an uncompounded 1% increase on September 19, 2007.

Why is the contract longer than the previous contract?

In session after session, PSC negotiators faced CUNY management representatives across the bargaining table. In comparing SUNY and CUNY, it’s important to note that the two systems have very different salary and benefit structures. For example, SUNY does not have salary steps or “discretionary increases.” The 11.6% is comprised of the base salary increase pattern ($800 in cash in the first year, three across-the-board increases of 2.5%, 2.75%, and 3%, and $800 added onto an individual’s base salary at the end of the contract) plus the other enhancements (a $500 “achievement increase” to long-serving employees, increases to location stipend, and other benefits).

The PSC bargaining team tried to maximize the financial gains for our members in areas other than salary. We used an approach used by other unions (such as the UFT) in this round, and extended our contract by a number of months to create more funds; we also negotiated to delay contractual increases by six months to generate more recurring money. By delaying the salary increases from November 1 to May 1 in each of three years (which ultimately means a one-time difference in retroactive pay), we negotiated a permanent, recurring increase in the money available for Welfare Fund benefits and research support. Put simply, we transformed part of a one-time cash amount into a permanent source of funds.

Why isn’t the contract longer than 4 years?

Why aren’t the salary increases effective November 1, since that’s when this contract started?

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

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

The Welfare Fund must build up its reserve, which has been depleted through years of underfunding by CUNY. At the end of FY 2005, the Fund’s reserve was down to $8.7 million. According to the New York City Comptroller, this is unacceptable. The reserve should be at one year’s expenditures, $26.6 million in FY 2005. We worked hard and hard to get the State to provide an infusion of money to restore the reserve, but ultimately they refused. Using a portion of the retroactive money for this purpose is not the ideal solution, but it does have some advantages. If these funds were paid as salary, taxes would be withheld—so members would receive only a portion of it. By contrast, the retroactive pay that is used to build the reserve goes into the Fund at full value. If we didn’t build the Fund’s reserve in this way, then the Trustees would have to raise co-pays and deductibles.

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

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

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

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

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

How will the sabbaticals at 80% pay work?

The process for applying for and being awarded sabbaticals will be unchanged. The only thing that will change is the rate of pay – from 50% to 80%. Everyone who is currently eligible for sabbaticals will be eligible for 80% sabbaticals, and the limited number of half-year sabbaticals at full pay will continue. Because the increase in sabbatical pay is linked to the legislative change in the tenure clock, it will become effective when the change in the tenure law is effective – possibly as early as Fall 2001. The union negotiated substantial funds in this contract to support it, and there should not be any financial incentive for current faculty to apply for any sabbaticals. Where college presidents (particularly at the community colleges) have historically been reluctant to award any sabbaticals at all, the union will carefully monitor how this provision is enforced.

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

Yes. Effective September 1, 2006, newly appointed full-time faculty in library and counseling departments will be entitled to the equivalent of 12 contact hours (one 15-week semester) of reassignment time for scholarly work. Starting when the change in the tenure clock takes effect, they will be entitled to the equivalent of the same 24 contact hours of reassignment time as other untenured faculty, within their first five annual appointments. In addition, untenured faculty in library and counseling who were newly appointed to those titles between September 1, 2002 and September 1, 2005 and are still on CUNY payroll will be “made whole” for the reassignment time they did not receive in the last contract. They will be entitled to the equivalent of 12 contact hours of full-paid reassigned time to be used between Fall 2006 and the end of the 2008-09 academic year, regardless of their current tenure status.

What’s in this contract for adjuncts?

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

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

Who will fill the 100 new full-time lecturer positions established as “conversion lines”?

The new positions, a total of 100 in the academic years 2006-07 and 2007-08, will be allocated by college to union members who have been teaching in their departments. The new positions, a total of 100 in the academic years 2006-07 and 2007-08, will be allocated by college to union members who have been teaching in their departments.

What’s in this contract for higher education officers?

In addition to negotiating the salary increases and Welfare Fund improvements, the union stood resolute against management’s determined attempts to weaken the job security protection and establish a part-time HEQO title. We also added money to the HEQO/CLT Professional Development Fund and raised the maximum grant from $2,000 to $3,000.

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

What does it mean that the Fall semester will start “three weekdays before August 30”? The official first day of the semester and the first day of classes are not necessarily the same. Annual leave for full-time teaching faculty (and faculty counselors) will end on the third weekday before August 30 (except at LaGuardia). Full-time faculty are required, as in the past, to be available during the academic year, but are responsible for teaching only the same 15 weeks per semester. The number of days of classes will not change. The exact start-date for Fall semester will depend on where the weekend falls. For Fall 2006, the official start of the semester will be Monday, August 27. That’s because August 30 falls on a Wednesday. In 2007, August 30 is a Thursday, so in that year the fall semester will start on Monday, August 27.

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

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

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

The two major management demands with which we did agree to work were the three weekdays at the beginning of the fall semester and the change in the tenure clock. The bargaining team rejected management’s demand to end annual leave for full-time faculty on August 15, but we believed that most faculty could work with a start-date for the semester that could be three weekdays before August 30. The tenure change, while a major structural shift and an increase in the period without job security, is not purely a concession, because it comes with a full 24 hours of full-paid reassignment time for untenured faculty and 80% sabbaticals for tenured faculty.
The new contract moves one step closer to affording CUNY faculty the opportunity to realize their scholarly aspirations. It doubles the amount of release time for junior faculty from 12 to 24 hours and raises sabbatical pay from 50% of annual salary to 80%. This improvement is particularly important for junior faculty because the contract also extends the tenure clock from five to seven years. Given the heavy workloads that faculty shoulder, increased release time is absolutely necessary to prepare for tenure.

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

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

The recently concluded negotiations between the PSC and CUNY were very difficult and often contentious. Do not underestimate the strength of our fight, nor the importance of our hard won victories on issues of core importance to teachers and their livelihoods.

The new contract strengthens the discretionary authority of the faculty to pursue research and publishing opportunities. The amount of HEO/CLT Professional leave increased to 24 hours, which is particularly important for junior faculty.

Why am I voting for a contract that does not deliver what part-timers wanted on job security, pay equity, accumulated sick days or reasons for non-reappointment? Because I’ve been at the bargaining table and I’ve experienced the intransigence of management. Every gain has been hard fought and is a move in the right direction. The 100 conversion lines are a significant structural change and will be transformative for those who receive them. Recipients will have a job that carries the potential for security, integration into college life, respect, disability insurance, and health insurance upon retirement. I am also encouraged that the fund for professional development will provide an opportunity for part-timers to be acknowledged and supported for their academic diligence, curiosity, and perseverance. As a grievances counselor who has hitherto been unsuccessful in winning cases over sick days for non-teaching adjuncts, I see gaining sick days for this group in the contract as important. The stabilization of the Welfare Fund is a relief since it allows eligible adjuncts to continue being insured.

Why am I voting for this contract? To get on with organizing for the next one.
In 2003, CUNY executives got big raises, with a 40% increase for the Chancellor (top). Meanwhile, CUNY management did not make a financial offer to the union until December 2004 – and when they did, it was for 1.5%. The PSC demanded a better wage offer (right) and more support for the Welfare Fund (above).

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

Fighting for a contract

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

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

By BARBARA BOWEN
PSC President

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

GAINS & CONSTRAINTS

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

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

The first step is to ratify the contract before us. Both the PSC Executive Council and the Delegate Assembly, after subjecting the settlement to intense questioning, approved it by huge margins. I speak for them in urging you to vote yes.

We were able to do that because of two things: the aggressive campaign waged by PSC members, and the commitment of the union leadership to a vision of CUNY as something other than a poverty university. CUNY challenges the very idea that second-rate is good enough for working-class students, and staff—and for us collectively.

The second step is ratifying a contract. We will not be stopped by management’s refusal to improve the way the contract is written. The PSC bargaining team, because organized members applied relentless pressure, found that the State was holding us to the salary increases negotiated with SUNY faculty, and staff will be there for us if we want to return to that table in this round, PSC negotiators would still be there.

The next step is to ratify the contract and to break out of the straightjacket of inadequate settlements and pattern bargaining. It is the start of a campaign that has as its object from the start. Unions across the City and State are realizing that we have underused our power by acting in isolation and failing to take on the no-strike provisions of the Taylor Law. I think we will see a different approach to collective bargaining in the next round, and I believe the PSC’s long march to this contract positions us well to participate in it, and even to provide leadership. Let’s begin by ratifying the agreement we have cast our votes.