

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY UNIVERSITY OF NEW YORK
AND
THE PROFESSIONAL STAFF CONGRESS/CUNY

EDUCATIONAL OPPORTUNITY CENTERS AGREEMENT

1. **Term of the Agreement:** The term of the agreement shall be from November 1, 2002 through September 19, 2007.

2. **Continuation of Terms:** The terms of the 2000-2002 Supplemental Agreement on Educational Opportunity Centers shall be continued except as modified by this Memorandum of Agreement.

3. **Across the Board Salary Increases:**
 - a. 2.5% effective May 1, 2004
 - b. 2.75% effective May 1, 2005, compounded
 - c. 3% effective May 1, 2006, compounded
 - d. \$800 increase added to salary schedules effective September 19, 2007 for full-time instructional staff.
 - e. 1% un-compounded increase to salary schedules effective September 19, 2007 for part-time instructional staff.
 - f. Retroactive pay will be paid to employees for such time as they were in active pay status during the periods specified in this paragraph, as follows:
 - (i) For the period May 1, 2004 through April 30, 2005, employees will receive retroactive salary equal to 0.5% per annum on the April 30, 2004 salary rate. For the period May 1, 2005 to the date upon which the new salary schedules are implemented, employees will receive retroactive salary on the April 30, 2004 salary rate equal to 2.5% per annum.
 - (ii) For the period May 1, 2005 to the date upon which the new salary schedules are implemented, employees will receive retroactive salary on the April 30, 2005 salary rate, as increased pursuant to paragraph 3.a above, equal to 2.75% per annum.
 - (iii) For the period May 1, 2006 to the date upon which the new salary schedules are implemented, employees will receive retroactive salary on

the April 30, 2006 salary rate, as increased pursuant to paragraph 3.a and 3.b above, equal to 3% per annum.

- (iv) In calculating the retroactive pay provided for paragraph in 3.f (i) through (iii), the January 1 and July 1 step increases that employees may have received will be adjusted by the appropriate percentage increases.

4. **Annual Leave:** Effective August 25, 2006, the period of annual leave for EOC Lecturers shall be from the day after commencement at the Center until the third day, excluding Saturday and Sunday, preceding the thirtieth of August that follows such commencement, or an equivalent consecutive period.

5. **Welfare Fund:**

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

b. In addition to the terms of the agreements referenced in paragraph 5.a above, the per annum contribution paid on behalf of each full-time eligible employee to the PSC-CUNY Welfare Fund under Article 26 of the PSC/CUNY collective bargaining agreement shall be increased as indicated below:

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

c. Effective upon ratification of this agreement by the membership of the PSC and approval by the Board of Trustees of The City University of New York the sum of \$242,496 will be deposited into an interest-bearing account to offset any premium increases to the basic health insurance program for PSC-represented employees during fiscal years 2007, 2008, and 2009.

- d. Effective May 1, 2004, recurring funds in the amount of \$10,053 per annum will be paid by the Educational Opportunity Centers to the PSC-CUNY Welfare Fund; a pro-rata share will be paid monthly.
- e. Effective May 1, 2006, additional recurring funds in the amount of \$6,702 per annum, for a total including the amount set forth in paragraph 5d above, of \$16,755 per annum, will be paid by the Educational Opportunity Centers to the PSC-CUNY Welfare Fund; a pro-rata share will be paid monthly.
- f. To reflect the changes made pursuant to paragraphs 5.a through 5.e above, Paragraph 2 a) 3) of the Supplemental Agreement on Educational Opportunity Centers will be amended as indicated in Appendix A.

6. **Additions to Gross:** Monetary amounts provided in the 2000- 2002 PSC/CUNY collective bargaining agreement (*i.e.*, Professional Development Differential in the EOC Lecturer series and Professional Development Funds in the EOC Higher Education Officer series and the EOC College Laboratory Technician series) shall be increased by 2.5% effective May 1, 2004, 2.75% effective May 1, 2005, 3% effective May 1, 2006, and 1.01% effective September 19, 2007. The total cost of the increase set forth in this section 7 shall not exceed \$7,372.

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

Educational Opportunity Centers may continue to appoint or assign EOC Lecturers as counselors. Effective August 25, 2006, EOC Lecturers 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 EOC Lecturers appointed or assigned as counselors before September 1, 1998.

The contractual language from the PSC/CUNY collective bargaining agreement, which will be applicable to the Educational Opportunity Centers, is in Appendix B.

8. **Adjunct Professional Development Fund:** EOC Adjunct Lecturers will be eligible to participate in the Adjunct Professional Development Fund provided for in the PSC/CUNY collective bargaining agreement effective September 1, 2006 and will be subject to all terms specified therein. This provision allows adjunct faculty to apply for awards for professional development activities up to \$3,000 per year.

- 9. College Laboratory Technicians: Adjunct College Laboratory Technicians:** Effective August 25, 2006, EOC Adjunct College Laboratory Technicians including full-time instructional staff in EOC Adjunct College Laboratory multiple position assignments may be excused for personal illness or personal emergencies including religious observance, death in the immediate family or similar personal needs which cannot be postponed for a period of 1/15 of the total number of clock hours in the particular session or semester. Request for such leave, where possible, must be made in advance, in writing. If it is not possible to make such a request in advance, the department chairperson or supervisor should be informed as soon as possible. The reason provided must be satisfactory to the chairperson or supervisor.
- 10. Disciplinary Procedures:** Article 21.12 will be amended such that the current language in paragraph (e) will be deleted and replaced by: Any person convicted of a felony against whom disciplinary charges have been made may, at any time during the pendency of the charges, be suspended without pay by the president of the college.
- 11. Legislative Action:** It is further agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.
- 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.
- 13. 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.
- 14. Enforceability:** It is agreed by and between the parties that this Memorandum of Agreement shall not become effective and is not enforceable until the appropriate governmental bodies provide adequate funding of the economic package.

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

APPENDIX A Welfare Fund

Paragraph 2) a) 3) will be amended as follows:

a. Per capita per annum contributions shall be made to the PSC-CUNY Welfare Fund as set forth below. The specified amounts will be paid on a per capita pro-rated monthly basis to the PSC-CUNY Welfare Fund for all full-time eligible members of the instructional staff.

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

b. Effective upon ratification of this agreement by the membership of the PSC and approval by the Board of Trustees of The City University of New York the sum of \$242,496 will be deposited into an interest-bearing account to offset any premium increases to the basic health insurance program for PSC-represented employees during fiscal years 2007, 2008, and 2009.

c. Effective May 1, 2004, recurring funds in the amount of \$10,053 per annum will be paid by the Educational Opportunity Centers to the PSC-CUNY Welfare Fund; a pro-rata share will be paid monthly.

d. Effective May 1, 2006, additional recurring funds in the amount of \$6,702 per annum, for a total including the amount set forth in paragraph c above, of \$16,755 per annum, will be paid by the Educational Opportunity Centers to the PSC-CUNY Welfare Fund; a pro-rata share will be paid monthly.

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

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

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

HEO Counselors

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

Colleges may continue to appoint or assign faculty as counselors.

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

commencement of the college until the third day, excluding Saturday and Sunday, preceding the thirtieth of August that follows such commencement.

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

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

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