

TO: The College Presidents  
The Dean of the School of Journalism  
The Dean of The CUNY Law School  
The Dean of The Sophie Davis School of Biomedical Education  
The Dean of the Macaulay Honors College  
The Dean of the School of Professional Studies

FROM: Vice Chancellor Pamela S. Silverblatt

DATE: September 5, 2008

SUBJECT: Implementation of the 2007 - 2010 PSC/CUNY Collective Bargaining Agreement

The Memorandum of Agreement settling the 2007-2010 PSC/CUNY collective bargaining agreement provides for salary enhancements and significant changes in terms and conditions of employment for employees represented by the Professional Staff Congress/CUNY ("PSC"). I have attached a copy of the Memorandum of Agreement, which was recently ratified by the members of the PSC. The purpose of this memorandum is to provide guidance on the appropriate interpretation of the new provisions in the 2007-2010 PSC/CUNY collective bargaining agreement relating to:

- I. Salary Increases
- II. Clinical Professors and Distinguished Lecturers
- III. Temporary Disability Leave
- IV. Parental Leave
- V. Adjunct Enhancements
- VI. CLT Series/Assistant to HEO – Differentials for Advanced Degrees
- VII. Electronic Mail
- VIII. Student Mentoring Program
- IX. Miscellaneous Salary Enhancements
- X. PSC-CUNY Research Awards
- XI. PSC-CUNY Welfare Fund
- XII. Recruitment and Retention

## **I. SALARY INCREASES – Article 24**

### ***General Wage Increases***

The following across-the-board salary increases will be provided to instructional staff represented by the Professional staff Congress/CUNY<sup>1</sup>:

- 3.15% retroactive to September 20, 2007
- 4% effective October 6, 2008, compounded
- 3% effective October 20, 2009, compounded
- Effective October 20, 2009, an additional increase of 3.1% compounded on the salary rate effective October 6, 2008, shall be applied to the top step of the salary schedules of all annual titles with salary steps.
- Effective October 20, 2009, an additional increase of 1.04% compounded on the salary rate effective October 6, 2008, shall be applied to the salary rates of all incumbent employees in annual titles with salary ranges and all incumbent employees in Adjunct titles in the Law School.
- Effective October 20, 2009, an additional increase of 5.75% compounded on the salary rate effective October 6, 2008, shall be applied to the top step of the salary schedules of the following non-full-time titles: Adjunct Lecturer; Adjunct Assistant Professor; Adjunct Associate Professor; Adjunct Professor; Adjunct College Laboratory Technician; Adjunct Senior College Laboratory Technician; Adjunct Chief College Laboratory Technician; Non-Teaching Adjunct (I-V).

A copy of the new salary schedules will be provided as soon as it is available.

**1. Employees on Step Schedules:**

Effective September 20, 2007, October 6, 2008, and October 20, 2009, instructional staff on schedules that have steps shall move to the step of the salary schedule paralleling the step on which the employee was being paid on the day preceding implementation of the new salary schedule. For example, a full Professor who is on the seven-year step of the September 19, 2007 salary schedule will be moved to the seven-year step on the September 20, 2007 salary schedule.

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:

- (a) For the period September 20, 2007, to the date upon which the new salary schedules are implemented, employees will receive retroactive salary equal to 3.15% per annum on the September 19, 2007 salary rate.

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<sup>1</sup> These across-the-board salary increases will also be applied to employees in PSC-represented titles who are excluded from representation by the union.

- (b) If the new salary schedules are implemented later than October 6, 2008, for the period October 6, 2008, to the date upon which the new salary schedules are implemented, employees will receive retroactive salary equal to 4% per annum on the October 5, 2008 salary rate, as increased above.

In calculating the retroactive pay, the January 1 and July 1 step increases that employees may have received will be adjusted by the appropriate percentage increases.

**2. Employees on Schedules Without Steps:**

The following rules apply to full-time and hourly employees in titles for which there is no step schedule (except Continuing Education Teachers):

- (a) Employees who were in active pay status on September 19, 2007, shall be paid at a salary rate which is 3.15% more than the September 19, 2007 rate during the period September 20, 2007, through October 5, 2008. This salary payment will be retroactive.
- (b) Employees who were in active pay status on October 5, 2008, shall be paid at a salary rate which is 4% more than the October 5, 2008 rate during the period October 6, 2008, through October 19, 2009.
- (c) Employees who were in active pay status on October 19, 2009, shall be paid at a salary rate which is 3% more than the October 19, 2009 salary rate during the period October 20, 2009, through October 19, 2010.
- (d) Effective October 20, 2009, an additional increase of 1.04% compounded on the October 6, 2008 rate shall be applied to all incumbent employees in annual titles with salary ranges and all incumbent employees in Adjunct titles in the Law School who were in active pay status on October 19, 2009.

**3. Continuing Education Teachers:**

The minimum hourly rate for new hires in the Continuing Education Teacher title is increased by 3.15% retroactive to September 20, 2007, and will be increased effective October 6, 2008, by 4% compounded, and by 3% compounded effective October 20, 2009.

The minimum hourly rate for Continuing Education Teachers in the CUNY Language Immersion Program is increased by 3.15% retroactive to September 20, 2007, and will be increased effective October 6, 2008, by 4% compounded, and by 3% compounded effective October 20, 2009.

The following rules apply to Continuing Education Teachers:

- (a) Each person employed on or before September 19, 2007, as a Continuing Education Teacher shall be paid at an hourly rate which is 3.15% more than the employee's

September 19, 2007 hourly rate during the period from September 20, 2007, through October 5, 2008.

- (b) Each person employed on or before October 5, 2008, as a Continuing Education Teacher shall be paid an hourly rate which is 4% more than the employee's October 5, 2008 hourly rate during the period from October 6, 2008 through October 19, 2009.
- (c) Each person employed on or before October 19, 2009, as a Continuing Education Teacher shall be paid at an hourly rate which is 3% more than the employee's October 19, 2009 hourly rate for the period commencing October 20, 2009.

Detailed guidelines on implementation of the salary increases will be provided to the payroll officers.

## **II. CLINICAL PROFESSORS and DISTINGUISHED LECTURERS – Section 11.7**

The University has established a new Clinical Professor title effective with the start of 2008 - 2009 academic year, has increased the number of years a Distinguished Lecturer may serve from five to seven, and has replaced the former maximum of 80 Distinguished Lecturer appointments University-wide with a combined maximum of 125 Distinguished Lecturers and Clinical Professors University-wide.

### **1. Clinical Professors:**

- Effective with the start of the 2008 - 2009 academic year, CUNY will establish a new Clinical Professor title.
- The Clinical Professor title will be a non-tenure-bearing faculty position with one-year appointments subject to annual reappointment.
- The maximum length of employment in the title shall be seven years.
- The salary range for the title will be from the minimum of the Lecturer schedule to the seven-year step on the Professor schedule.
- The position will be a full-time faculty position, the responsibilities of which will include teaching (including, in some cases, clinical instruction), and may include research.
- The workload for Clinical Professors will be the same as that of Professors in the college to which they are appointed.

2. **Distinguished Lecturers:**

Colleges may continue to make appointments to the Distinguished Lecturer title. The new agreement provides greater flexibility to the Colleges in regard to the maximum number of years a Distinguished Lecturer may serve.

- The maximum length of service for Distinguished Lecturers has been increased from five to seven years effective September 20, 2007.
- In addition, those Distinguished Lecturers who reach the seven-year limit during the term of the 2007-2010 collective bargaining agreement, or prior to conclusion of negotiations for a successor to the 2007-2010 agreement, may be reappointed at the discretion of the College through the end of the academic year during which a successor to the 2007-2010 agreement is concluded.

The following terms governing the Distinguished Lecturer title remain in effect:

- The Distinguished Lecturer title is a full-time, non-tenure-bearing title.
- The salary range for the title will be from the minimum of the Lecturer schedule to the seven-year step on the Professor schedule.
- The position will be primarily a teaching position, but it may include research.
- The workload for Distinguished Lecturers will be the same as that of Professors in the college to which they are appointed.

3. **Total Number of Distinguished Lecturers and Clinical Professors:** The total number of Distinguished Lecturers and Clinical Professors combined shall not exceed 125 at any one time University - wide.

### III. **TEMPORARY DISABILITY LEAVE – Article 16**

1. **Dedicated Sick Leave/Sick leave Bank:**

The University will develop a Dedicated Sick Leave Policy and a Sick Leave Bank for eligible instructional staff. Pursuant to the Dedicated Sick Leave Policy, eligible employees will be permitted to donate sick leave to an ill colleague based upon standards to be promulgated. Upon establishment of a Sick Leave Bank, an eligible employee will be allowed to donate leave to the Bank and will then be able to draw upon leave time in the bank when the employee has exhausted his/her sick leave and meets the requirements of the Bank. A labor-management committee will meet to discuss outstanding issues. Detailed information will be provided to the colleges concerning eligibility and implementation.

2. **Ill Family Member:**

Full-time instructional staff will be permitted to use up to three days of accrued temporary disability leave annually for the care of an ill family member, consistent with applicable rules and procedures. This provision will also apply to Continuing Education Teachers who are appointed to a position that will continue for more than six months and that requires them to teach a minimum of 20 hours per week (CUNY Language Immersion Program Teachers (“CLIP”)), consistent with applicable rules and procedures.

**IV. PAID PARENTAL LEAVE – Article 16**

Effective September 28, 2008, CUNY will contribute \$750,000 to create a fund to provide a paid parental leave benefit for full-time employees on a continuous leave of absence to care for a newborn or newly adopted child up to one year of age for a period of no more than eight weeks. CUNY will make second and third annual cash contributions of \$750,000 to this fund effective October 5, 2009 and October 5, 2010 respectively. The payments to this fund and the benefits provided by this fund will sunset at the end of this collective bargaining agreement, unless the parties negotiate a continuation of this benefit.

The creation of this program was subject to New York State legislation governing paid family leave. Since the legislation was not enacted, the parties will meet to determine the implementation of this provision. We will provide additional information concerning the implementation of the fund as soon as it becomes available.

**V. ADJUNCT ENHANCEMENTS**

1. **Counting of Substitute Service:**

Effective the fall 2008 semester, full-time substitute service in a position on the instructional staff immediately preceded by and immediately followed by adjunct service with no break in service shall count as continuous adjunct service for determining eligibility for the following adjunct benefits<sup>2</sup>:

- (a) Tuition Remission – section 29.3.
- (b) Adjunct Health Insurance – section 26.6.

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<sup>2</sup> In the prior agreement, substitute service immediately preceded by and immediately followed by adjunct service did not count as continuous service, but, rather, bridged the adjunct service immediately prior to the substitute service and the adjunct service immediately following the substitute service for purposes of tuition remission, adjunct health insurance, and movement within salary schedule.

- (c) Movement Within Salary Schedule – section 24.2 b.

Substitute service in academic year 2007-2008 shall be considered qualifying toward the above-mentioned benefits.

2. **Bridging of Substitute Service:**

Effective the fall 2008 semester, where an adjunct's appointment is immediately followed by an appointment to a full-time substitute position on the instructional staff with no break in service, and the period of substitute service is immediately followed by appointment to an adjunct title with no break in service, the substitute service shall bridge the adjunct service immediately prior to and immediately following the substitute service. As a result, the period of adjunct service immediately preceding the substitute appointment will be added to the continuous adjunct service immediately following the substitute service, as though there were no break in adjunct service for determining eligibility for the following provisions<sup>3</sup>:

- (a) Adjunct appointment for both the fall and spring semesters – section 10.1 (a) 3.
- (b) Teaching observations for adjunct personnel conducted after ten semesters of service. Such observations shall be held at the request of the chairperson or the adjunct – section 18.2 (b) 2 e.

3. **Tuition Remission – Section 29.3:**

Effective the fall 2008 semester, an adjunct who has taught one or more courses at the same college for ten consecutive semesters (not including summer session) and who is appointed to teach a course of not fewer than three contact hours per week in a fall or spring semester shall be granted tuition remission for up to one course in that semester. The adjunct no longer has to teach the courses in the same department in order to qualify for the adjunct tuition remission benefit.

4. **Adjunct Professional Development Fund – Section 33.6:**

The University has agreed to provide the sum of \$500,000 for the Adjunct Professional Development Fund effective on each of the following dates: September 28, 2008, October 5, 2009, and October 5, 2010. This funding will allow the Adjunct Professional Development Fund to continue to provide financial assistance to adjuncts who engage in approved professional development activities.

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<sup>3</sup> Previously, substitute service immediately preceded by and immediately followed by adjunct service caused a break in the calculation of the number of semesters of adjunct service required for an adjunct appointment for both the fall and spring semesters, as well as in the calculation of the ten semesters of adjunct service required for teaching observations to be held at the request of either the chairperson or the adjunct.

## **VI. CLT SERIES/ASSISTANT TO HEO - DIFFERENTIALS FOR ADVANCED DEGREES**

1. Effective March 19, 2010, College Laboratory Technicians, Senior College Laboratory Technicians, Chief College Laboratory Technicians, and Assistants to Higher Education Officer who hold a master's degree from an accredited university in a field related to their job duties shall receive a \$1,000 annual salary differential.
2. Effective March 19, 2010, College Laboratory Technicians, Senior College Laboratory Technicians, Chief College Laboratory Technicians, and Assistants to Higher Education Officer who hold a doctoral degree from an accredited university in a field related to their job duties shall receive a \$2,500 annual salary differential.

Guidelines concerning the review process to be used to determine an employee's eligibility for the differential will be forthcoming.

## **VII. ELECTRONIC MAIL**

### **1. PSC – Section 7.2:**

The PSC shall be permitted to use electronic mail facilities for the distribution of PSC communications, in addition to the current use of the college mailroom for such purposes.

### **2. Retirees – Article 27:**

Members of the instructional staff who retire shall have access to CUNY electronic mail addresses, subject to compliance with the University's policies and procedures regarding electronic communications. Guidelines concerning implementation of electronic mail access for retirees will be forthcoming.

## **VIII. STUDENT MENTORING PROGRAM**

A pilot student mentoring program will be developed for trial implementation in the Fall 2009 semester. The voluntary pilot program will be designed to enhance the educational experience of students and to assist in student retention and will include appropriate compensation for mentors. Guidelines concerning the selection of faculty members to participate in the trial program, compensation for participation, and the colleges selected for participation in the pilot will be forthcoming.

## **IX. MISCELLANEOUS SALARY ENHANCEMENTS**

### **1. Lecturer Salary Schedule – Section 24.6:**

Effective March 19, 2010, each step on the Lecturer salary schedule shall be increased by \$1,000.

### **2. Law School Library Professors – Section 35.1:**

Effective March 19, 2010, the top of the salary range for faculty members serving in the Law School Library Professoriate series shall be increased to equal the top of the salary range for the comparable Law School Professor series title.

### **3. CUNY Language Immersion Program (“CLIP”) Teachers’ Salary – Supplemental Agreement on Continuing Education, Section 2:**

Effective March 19, 2010, funds will be available for salary enhancements for CLIP Teachers.

## **X. PSC-CUNY RESEARCH AWARDS – Section 25.1**

Effective March 19, 2010, the University’s contribution to the PSC-CUNY Research Awards shall be increased to \$3,704,218.

## **XI. PSC-CUNY WELFARE FUND – Sections 26.1 and 26.4**

Effective September 20, 2008, the annual welfare fund contribution on behalf of each full-time eligible active employee and each eligible employee separated from service shall be increased by an additional \$50 per capita.

## **XII. RECRUITMENT AND RETENTION**

Effective September 28, 2008, CUNY will contribute \$750,000 to establish a recruitment and retention fund to be dispersed on mutually agreed initiatives, consistent with the PSC’s and CUNY’s priorities. Additional contributions of \$750,000 will be made to the fund effective October 5, 2009, and October 5, 2010. The payments to this fund and the benefits provided by this fund will sunset at the end of the 2007-10 agreement unless the parties agree to extend the fund. The Office of Labor Relations will provide additional information concerning the implementation of this Fund.

The applicable provisions of the Supplemental Agreement on Continuing Education will be amended to conform to the terms of this Memorandum of Agreement. In addition, modifications to the terms and conditions of employment for employees of the Education Opportunity Centers shall be the subject of a separate Memorandum of Agreement.

If you have any questions concerning the implementation of the agreement, please call me at (212) 794-5568, Laura Blank at (212) 794-5347, or Jerry Rothman at (212) 794-5626.

Thank you for your cooperation.

c: Chancellor Matthew Goldstein  
Cabinet  
Chief Academic Officers  
Chief Administrative Officers  
Chief Student Affairs Officers  
Labor Designees  
Personnel Officers