

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

1. **Term of the Agreement:** The term of the agreement shall be from September 20, 2007 through October 19, 2010.
2. **Continuation of Terms:** The terms of the 2002-2007 PSC/CUNY collective bargaining agreement shall be continued except as modified by this Memorandum of Agreement. (Article and section numbers referenced below refer to the 2002-2007 collective bargaining agreement).
3. **Across-the-Board Salary Increases:**
 - a. 3.15% effective September 20, 2007
 - b. 4% effective October 6, 2008, compounded
 - c. 3% effective October 20, 2009, compounded
 - d. Effective October 20, 2009, an additional increase of 3.1% compounded on 3.b. above 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 3.b. above 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 3.b. above 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).
 - e. 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 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.

- (ii) 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 pursuant to paragraph 3.a above.
 - (iii) In calculating the retroactive pay provided for in paragraphs 3.e (i) and (ii), the January 1 and July 1 step increases that employees may have received will be adjusted by the 3.15% and 4% compounded increases respectively.
- 4. **Welfare Fund:** Articles 26.1 and 26.4 will be amended to provide that, effective September 20, 2008, CUNY agrees to increase the annual contribution by an additional \$50 per capita for each eligible active employee and each eligible employee separated from service.
- 5. **Adjunct Professional Development Fund:** Article 33.6 will be amended to provide that effective each of the following dates CUNY will provide the sum of \$500,000 to the Adjunct Professional Development Fund: September 28, 2008; October 5, 2009; and October 5, 2010. If the funds provided in any fiscal year are not fully expended in the fiscal year, they may be rolled over into the next fiscal year (Appendix C).
- 6. **Lecturer Salary Schedule:** Effective March 19, 2010, each step on the Lecturer salary schedule (Article 24.6) shall be increased by \$1,000.
- 7. **CLT series/Assistant to HEO Differentials for Advanced Degrees:**
 - a. 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.
 - b. 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.
- 8. **PSC-CUNY Research Awards:** Effective March 19, 2010, CUNY will provide the sum of \$3,704,218 for PSC-CUNY Research Awards (Article 25.1).
- 9. **Additions to Gross:** The increases set forth in paragraphs 6, 7, 8 above and 18 below are in lieu of additions to gross and the total cost therefor shall not exceed the value of 0.11%

of payroll effective January 13, 2006 (City) and January 18, 2006 (State), including spinoffs and pensions.

10. **Law School Library Professors:** Effective with the Fall 2009 semester, the top of the salary range for faculty members serving in the Law School Library series shall be raised to be equal to the top of the salary range for the comparable Law School Professor series title (Article 35.1).
11. **Retiree Access to Electronic Mail:** Article 27.7 will be added to provide that 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 relating to electronic communications. The parties will meet to discuss issues regarding implementation of this access for retirees.
12. **Electronic Mail:** Effective upon ratification of this agreement, Article 7.2 shall be amended to read as follows: "The PSC shall be permitted to use all college mailroom and electronic mail facilities for the distribution of PSC communications."
13. **Student Mentoring:** A labor-management committee will be convened to design a pilot student mentoring program for trial implementation in the Fall of 2009. 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.
14. **Adjunct Enhancements:**
 - a. **Tuition Remission for Adjunct Instructional Staff:**
 - (i) Amend Article 29.3 to provide that effective the Fall 2008 semester, substitute service immediately preceded by and immediately followed by adjunct service shall be counted as continuous adjunct service for the purpose of determining eligibility for tuition remission. Substitute service in academic year 2007-2008 shall be considered qualifying toward this benefit.
 - (ii) Amend Article 29.3 to provide that 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.
 - b. **Adjunct Health Benefits:** Amend Article 26.6 to provide that effective the Fall 2008 semester, substitute service immediately preceded by and immediately followed by adjunct service shall be counted as continuous adjunct service for the

purpose of determining eligibility for health insurance benefits under this section. Substitute service in academic year 2007-2008 shall be considered qualifying toward this benefit.

- c. **Movement Within Salary Schedule For Adjuncts:** Amend Article 24.2 b) 1) to provide that effective the Fall 2008 semester substitute service immediately preceded by and immediately followed by adjunct service shall be counted as continuous adjunct service for the purpose of determining eligibility for movement within schedule. Substitute service in academic year 2007-2008 shall be considered qualifying toward this benefit.
- d. **Adjunct Appointment for both the Fall and Spring semester:** Amend Article 10.1 (a) 3. to provide that effective the Fall 2008 semester, where an adjunct's continuous appointments are immediately followed by an appointment to a Substitute full-time position on the instructional staff with no break in service, and the period of Substitute service is immediately followed by continuous appointment to an adjunct title with no break in service, 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 the purpose of determining eligibility for appointment for both the following Fall and Spring semester.
- e. **Teaching Observations:** Amend Article 18.2 (b) 2. e) to provide that effective the Fall 2008 semester, where an adjunct's continuous appointments are immediately followed by an appointment to a Substitute full-time position on the instructional staff with no break in service, and the period of Substitute service is immediately followed by continuous appointment to an adjunct title with no break in service, 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 the purpose of determining eligibility for teaching observation at the request of the chairperson or the adjunct.

15. Distinguished Lecturers and Clinical Professors:

- a. **Distinguished Lecturers:** Article 11.7 shall be amended to provide that effective September 20, 2007, the maximum length of service for Distinguished Lecturers shall be increased from five to seven years; except that those Distinguished Lecturers who reach the seven-year limit during the term of the 2007-2010 collective bargaining agreement, or prior to the 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.

- b. **Clinical Professors:** Effective with the start of the 2008-09 academic year, CUNY will establish a Clinical Professor title, covered by the collective bargaining agreement and included in Article 1. The Clinical Professor title will also be added to Article 11. 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 this 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.

The parties agree to reconvene regarding the applicability of the "Clinical Professor" title to the Medical School and Law School title series in Articles 34 and 35, respectively.

- c. **Total 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. Article 11.7 shall be amended to conform.
16. **Paid Parental Leave:** Effective September 28, 2008, CUNY will contribute \$750,000 to create a fund to provide a 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 not to exceed 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 the 2007-2010 collective bargaining agreement unless the parties agree otherwise. The parties retain the option to negotiate regarding continuation in successor agreements. If at the end of this agreement there are any remaining dollars in the fund, the parties will agree on the utilization of these remaining dollars.

The parties agree that the creation of this program is subject to enactment of New York State legislation on paid family leave. If the legislation is not enacted, the parties will reconvene regarding the use of this funding; the disposition of the funding will be subject to mutual agreement.

17. **Recruitment and Retention:** Effective September 28, 2008, CUNY will contribute \$750,000 to establish a fund to be dispersed on mutually agreed upon initiatives, consistent with the Union's and the University's priorities. CUNY will make second and third annual cash contributions of \$750,000 to this fund effective October 5, 2009, and October 5, 2010, respectively.

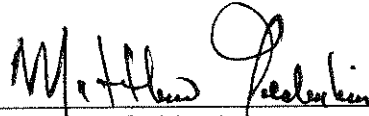
The payments to this fund and the benefits provided by this fund will sunset at the end of the 2007-2010 collective bargaining agreement unless the parties agree otherwise. The parties retain the option to negotiate regarding continuation in successor agreements. If at the end of the agreement there are any remaining dollars in the fund, the parties will agree on the utilization of these remaining dollars.

18. **CUNY Language Immersion Program (“CLIP”) Teachers Salary:** The parties agree that, pursuant to paragraph 9 above, funds will be available for salary enhancements for CUNY Language Immersion Program teachers effective March 19, 2010.
19. **Temporary Disability Leave:**
 - a. Article 16 will be amended to provide for a Dedicated Sick Leave Policy and a Sick Leave Bank for full-time instructional staff, modeled after the policies promulgated by the City of New York. A labor-management committee will be convened to discuss outstanding issues.
 - b. Article 16.2 will be amended to permit the use of 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 change in leave usage will be effective upon ratification.
 - c. Section 5.b of the Supplemental Agreement on Continuing Education shall be amended to permit the use of up to 3 days of accrued sick leave annually for the care of an ill family member, consistent with applicable rules and procedures. This change in leave usage will be effective upon ratification.
20. **Supplemental Agreement on Continuing Education:** The parties agree to incorporate such provisions of this Memorandum of Agreement as appropriate into the Supplemental Agreement on Continuing Education and to make such changes as appropriate to specific Articles of the 2007-2010 collective bargaining agreement referenced in “Applicable Provisions” (Section 8 of the Supplemental Agreement on Continuing Education).
21. **Educational Opportunity Centers:** Modifications to the terms and conditions of employment for employees of the Educational Opportunity Centers will be covered by a separate Memorandum of Agreement.
22. **Legislative Action:** It is 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.
23. **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.

24. **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.
25. **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.

For The City University of New York

For the Professional Staff Congress/CUNY


Matthew Goldstein 7/19/08
Chancellor Date


Barbara Bowen 7/15/08
President Date