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Office of The Vice Chancellor for
Labor Relations
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December 8, 2011

Dr. Barbara Bowen
President
Professional Staff Congress/CUNY
61 Broadway, Suite 1500
New York, NY 10006

Dear Dr. Bowen:

This letter will confirm the parties' agreement regarding modifications to the March 19, 2009 Paid Parental Leave Letter Agreement. Except for the modifications set forth below, all of the other terms of the March 19, 2009 letter remain in effect.

The parties agree as follows:

1. When the Paid Parental Leave benefit was created, it was set to sunset at the end of the 2007-2010 collective bargaining agreement unless the parties agreed otherwise. The parties subsequently determined that sufficient funding remained to extend the benefit through August 31, 2011, and finally through December 31, 2011.
2. The parties now agree that the Paid Parental Leave benefit shall continue effective January 1, 2012. The parties agree that in order to effectuate the continuation of this benefit, funding in the amount of 0.10% of the aggregate bargaining unit payroll, including spinoffs, FICA and pensions, used by the parties to establish a value for a 1% across-the-board salary increase for the successor agreement to the 2007-2010 collective bargaining agreement is required effective January 1, 2012. (The parties acknowledge that the value for the 1% increase has not yet been established.)
3. The parties agree that 0.10% of the aggregate bargaining unit payroll defined in paragraph 2 above will be funded out of the successor agreement to the 2007-2010 collective bargaining agreement, retroactive to January 1, 2012.
4. Paragraph 1 of the March 19, 2009 Paid Parental Leave Letter Agreement is hereby modified to add the following provisions:

- (a) Persons employed as substitutes who do not have an underlying regular annual appointment are not eligible for the Paid Parental Leave Benefit.
- (b) Teaching faculty who have completed two continuous semesters of teaching and become parents during the period of annual leave, as defined in section 14.1 of the PSC/CUNY collective bargaining agreement, are eligible for the Paid Parental Leave Benefit.

5. Paragraph 5 of the March 19, 2009 Paid Parental Leave Letter Agreement is hereby modified to read as follows:

The employee is required to give notice of his/her intent to take Paid Parental Leave by filing an application form at least 90 days prior to the expected due date of the baby or 90 days prior to the expected placement of the child with his/her adoptive parents; in the event that the adoption placement date is not known 90 days in advance, the application must be filed as soon as the placement date is known to the parent. The employee must file the application form with the Director of Human Resources, after obtaining the signature of her/his department chair or unit head.

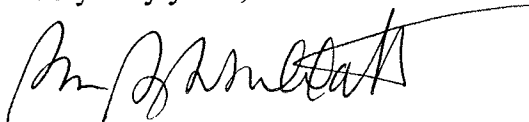
6. Paragraph 15 of the March 19, 2009 Paid Parental Leave Letter Agreement is hereby modified by deleting the last sentence thereof. It accordingly now reads, in full, as follows:

Matters which are not anticipated under these guidelines may be brought to the Vice Chancellor for Labor Relations, who, after consultation with the PSC President and the College President, will issue a final determination as expeditiously as possible.

These modifications shall be effective for births or adoptions occurring on or after January 1, 2012. An employee who became eligible for Paid Parental Leave prior to January 1, 2012 and who has not exhausted his/her leave as of that date will be entitled to extend his/her leave into 2012 without interruption.

Please sign below to indicate your agreement to these terms.

Very truly yours,



Pamela S. Silverblatt
Vice Chancellor for Labor Relations

AGREED:


Professional Staff Congress/CUNY

12/9/11
Date



Office of the Vice Chancellor
for Labor Relations

205 East 42nd Street, 10th floor
New York, NY 10017
(646) 664-2970 tel
(646) 664-2960 fax

July 30, 2014

Barbara Bowen
President
Professional Staff Congress/CUNY
61 Broadway - Suite 1500
New York, NY 10006

Dear Dr. Bowen:

This Concluding Agreement on Adjunct Health Insurance (“Concluding Agreement”) supplements, but does not replace, the parties’ April 24, 2013 Letter Agreement on Adjunct Health Insurance and Related Issues, as modified by the parties’ letter of October 15, 2013, (together “the Letter Agreement”), which remains in full force and effect. This Concluding Agreement confirms the parties’ understanding regarding the continued provision of health insurance to qualified adjuncts, as defined in paragraphs “2,” “3,” and “4” below; modifies and supersedes Article 26 (“Welfare Benefits”) of the 2007-2010 PSC-CUNY Collective Bargaining Agreement and any successor agreement; modifies and supersedes the relevant terms and provisions of the PSC-CUNY Welfare Fund Trust Indenture entered into on July 30, 2007 (as modified and re-signed in June and July 2008) to the extent this Concluding Agreement is inconsistent therewith; modifies and supersedes the joint proposal by the parties regarding adjunct health insurance dated (and submitted to the New York City Office of Labor Relations on) September 27, 2012; and represents the entire agreement between the parties on the issues below. The parties hereby agree as follows:

1. Qualified adjuncts, as defined in paragraphs “2,” “3,” and “4” below, will be entitled to enroll in the New York City Health Benefits Program (“City Health Benefits Program”) effective October 1, 2014, as follows:
 - a. Effective close of business September 30, 2014, the University will cease making contributions to the PSC-CUNY Welfare Fund set forth in Article 26.6 of the 2007-2010 Collective Bargaining Agreement to support basic health insurance for eligible adjuncts, and the Welfare Fund will cease providing basic health insurance benefits to these employees. Pursuant to sub-paragraph “g” and Attachment “A” below, the University will make contributions to the PSC-CUNY Welfare Fund to support supplemental health benefits for qualified adjuncts, as defined in paragraphs “2,” “3,” and “4” below.

- b. Effective October 1, 2014, qualified adjuncts, as defined in paragraphs "2," "3," and "4" below, in teaching and non-teaching titles, will be eligible to participate in the New York City Health Benefits Program. The parties acknowledge that the City of New York will not contribute any additional funding to support the adjunct health insurance benefit. Eligibility determinations will be made by the University consistent with this Concluding Agreement and the Letter Agreement.
- c. Effective October 1, 2014, provisions "1(d)" and "1(g)" below will supersede paragraphs "4" and "5" of the April 24, 2013 Letter Agreement. To the extent, if any, that the University's financial obligations under provisions "1(d)" and "1(g)" below exceed the following -- the amounts previously identified in paragraphs "4" and "5" of the April 24, 2013 Letter Agreement; the University's former contributions to the PSC-CUNY Welfare Fund referenced in provision "1(a)" above; the amounts the PSC has agreed to set aside from future collective bargaining agreement(s), as set forth in the April 24, 2013 side letter from Barbara Bowen and Pamela Silverblatt to Executive Vice Chancellor Allan H. Dobrin; and the amount in provision "5" below for the 2014-2015 year -- the parties will negotiate about covering any incremental funding deficit by identifying mutually agreed upon alternative sources of funding to support the provision of adjunct health insurance.
- d. Effective October 1, 2014, the City University of New York will pay for individual health insurance coverage for qualified adjuncts in the New York City Health Benefits Program at the applicable rate for individual health coverage paid by the City ("City rate"), currently the HIP rate. If a qualified adjunct elects to enroll in a health plan for which the cost of individual coverage exceeds the City rate for individual coverage, the adjunct will be required to pay the cost differential (*i.e.*, co-premium -- which will be the same as is charged to similarly situated full-time employees) by electronic funds transfer.

The parties acknowledge that adjuncts enrolled in the GHI-CBP/BC plan are subject to the equalization process pursuant to the 1986 Health Insurance Stabilization Fund Agreement. CUNY will pay the equalization costs associated with individual coverage for all adjuncts who select coverage in the GHI-CBP/BC plan.

- e. Qualified participating adjuncts will be eligible to elect family coverage, but will be required to pay, by electronic funds transfer, 100% of the cost of the difference between the City rate for individual coverage and the rate for the respective family plan they select. Adjuncts who select family coverage in the GHI-CBP/BC plan will pay the equalization costs associated with family coverage. This will be effectuated as follows: an adjunct who selects family coverage in the GHI-CBP/BC plan will pay the cost differential between the HIP-HMO rate for family coverage and the HIP-HMO rate for individual coverage unless, in any given year, the GHI-CBP/BC rate for family coverage is higher than the HIP-

HMO rate for family coverage, in which case the adjunct will pay the GHI-CBP/BC rate for family coverage.

- f. Except as otherwise provided in this Concluding Agreement, as of October 1, 2014, qualified participating adjuncts will be treated similarly to all other employees participating in the New York City Health Benefits Program - *i.e.*, they will be subject to co-pays, deductibles, co-premiums, and other such requirements as are in effect on October 1, 2014, or as may thereafter be adopted or modified, including, but not limited to, any changes in coverage.
- g. Effective October 1, 2014, CUNY will make per capita per annum contributions to the PSC-CUNY Welfare Fund for individual coverage for each adjunct who is receiving health insurance pursuant to this Concluding Agreement at the rate of 5/7^{ths} of CUNY's contribution for active full-time instructional staff under Article 26.1 of the 2007-2010 PSC-CUNY Collective Bargaining Agreement or any successor agreement, paid on a pro-rated monthly basis, provided that the prescription drug coverage and other applicable supplemental benefits provided by the Welfare Fund to covered adjuncts are similar to those provided to full-time active employees. The University's continued payment of the 5/7^{ths} contribution herein is contingent on the PSC-CUNY Welfare Fund's provision of prescription drug coverage and other applicable supplemental benefits to covered adjuncts similar to those provided to full-time active employees.

2. In order to qualify for health insurance benefits:

- Teaching Adjuncts - must be teaching six or more contact hours in the semester, or an equivalent combination of teaching and non-teaching hours, and must have taught one or more courses for the two consecutive preceding semesters (not including Summer Sessions).
- Non-Teaching Adjuncts - must be working fifteen or more hours per week in the semester, or an equivalent combination of teaching and non-teaching hours, and must have worked fifteen or more hours per week for the two consecutive preceding semesters (not including Winter or Summer Sessions). (For the purpose of determining eligibility for health insurance only, one non-teaching hour shall be deemed equivalent to 0.4 teaching contact hour.)
- 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.
- Adjuncts who receive health insurance for the Fall semester only will receive coverage for the period from the first day of the Fall semester through the following February 28 (February 29 in a leap year). The first day of the Fall semester is the day after the end of the teaching faculty annual leave period as calculated pursuant to Article 14.1 of the 2007-2010 PSC-CUNY Collective Bargaining Agreement or any successor agreement. Adjuncts who receive health insurance for the Spring semester

only will receive coverage for the period from the first day of the Spring semester through the following July 31. Adjuncts who receive health insurance coverage during both the Fall and Spring semesters of a given academic year will continue to receive coverage through the end of the annual leave period as defined in Article 14.1 of the 2007-2010 PSC-CUNY Collective Bargaining Agreement or any successor agreement.

- Eligibility as provided in this section shall be based on CUNY-wide service.
3. Adjuncts are not eligible for City Health Benefits under this Concluding Agreement if they are eligible to receive other primary health care insurance provided by or through another source. Adjuncts must certify each semester that they are not eligible to receive other primary health care insurance provided by or through another source.

Doctoral student employees who are eligible to receive primary health care insurance through NYSHIP will not be eligible for City Health Benefits under this Concluding Agreement.

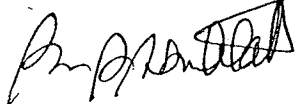
4. Adjuncts who establish eligibility as provided in this Concluding Agreement shall be eligible to receive benefits in the third consecutive semester. An adjunct shall lose eligibility if, in any semester, he/she teaches for fewer than six contact hours or works for fewer than 15 non-teaching hours per week, or a combined equivalent.

Even though coverage may be lost for a semester because current hours are too low, the two-semester continuity requirement will be deemed to have been met unless there is a semester in each of two out of three consecutive academic years wherein a previously eligible individual is not employed as an adjunct by CUNY. In that case, a break occurs and the initial eligibility requirements, including the two-semester continuity requirement, must be re-established in order to be covered for benefits.

5. Under Article 26.5 of the 2007-2010 PSC-CUNY Collective Bargaining Agreement and/or any successor agreement, the University's contribution to the PSC-CUNY Welfare Fund for the 2014-2015 year will be reduced by \$600,000, effective July 1, 2014.
6. The parties agree that the terms and provisions of the PSC-CUNY Welfare Fund Trust Indenture entered into on July 30, 2007 (as modified and re-signed in June and July 2008) affected by this Concluding Agreement and with which this Concluding Agreement is inconsistent shall be superseded by this Concluding Agreement.
7. Effective October 1, 2014, Article 26 ("Welfare Benefits") of the 2007-2010 PSC-CUNY Collective Bargaining Agreement and the successor collective bargaining agreement shall be replaced in its entirety as set forth in Attachment "A."

Please indicate your agreement to these terms by signing and dating below.

Sincerely,



Pamela S. Silverblatt
Vice Chancellor for Labor Relations

AGREED:



Professional Staff Congress/CUNY

7/30/14
Date

APPROVED:



The City of New York

7/30/14
Date