

IV. SUPPLEMENTAL AGREEMENT ON EDUCATIONAL OPPORTUNITY CENTERS

Pursuant to an agreement entered into the 25th day of April, 1980 by and between The City University of New York and the Professional Staff Congress/CUNY.

1. RECOGNITION

The Professional Staff Congress/CUNY is recognized by the City University as the exclusive collective bargaining representative under the Public Employees' Fair Employment Act for the period beginning April 25, 1980 for persons employed at the Educational Opportunity Centers sponsored by the Borough of Manhattan Community College, New York City College of Technology, Bronx Community College and York College in the following titles:

EOC Adjunct Lecturer
EOC Adjunct College Laboratory Technician
EOC College Laboratory Technician
EOC Higher Education Officer
EOC Higher Education Associate
EOC Higher Education Assistant
EOC Assistant to Higher Education Officer
EOC Lecturer
EOC Substitute (full-time title)

Employees in the following functions or titles are excluded:

Director
Associate Director
Assistant Director
Coordinator (Number of Coordinators not to exceed those specified in contract between The State University of New York ("SUNY") and the individual college)

2. APPLICABLE PROVISIONS

The terms and conditions of employment for the above titles shall be those contained in the University's Bylaws and written policies of the Board for parallel titles, except that application of such Bylaws and policies may require modification because of the special organizational structure of the EOCs; the provisions of a) listed below; and, in addition, the following provisions of the 2007-2010 Agreement between The City University of New York and the Professional Staff Congress/CUNY (the "Master Agreement") set forth in b) below shall be applicable to EOC titles.

- (a) Effective September 1, 1988, for employees of the Bronx, Brooklyn and Manhattan Educational Opportunity Centers, and, effective July 1, 1999, for employees of the Queens Educational Opportunity Center, benefits will be provided as follows:
1. Health Insurance: to be covered in a side agreement.*
 2. Retirement: TIAA/CREF (Mandatory)

* The parties acknowledge that effective December 31, 2008, eligible active full-time EOC employees became eligible for coverage under the New York City Health Benefits Program as a result of the transition of EOC employees to the New York State and New York City payrolls.

- 3. i. 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 September 19, 2007	\$1,640
Effective September 20, 2008	\$1,690

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

- ii. Effective upon ratification of the 2002-2007 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.
 - iii. 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.
 - iv. 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.
4. Workers' Compensation
- (b) The following articles of the Master Agreement shall be applicable to employees of the EOCs except that application of such articles may require modification of the procedures and practices because of the special funding and organizational structure of the EOCs.

Preamble

Article 1	Recognition
Article 2	CUNY PSC Relationships
Article 3	Unit Stability
Article 4	Check-Off and Agency Shop
Article 5	Information and Data
Article 6	Reassigned Time
Article 7	Organizational Use of Facilities
Article 8	Non-Discrimination
Article 9	Appointment and Reappointment except 9.6 and 9.8

Article 10	Schedule for Notification of Reappointment and Non-Reappointment except 10.1(b)
Article 11	Classification of Titles except for 11.1 (the last two (2) sentences), 11.2, 11.5, 11.6, 11.7
Article 12	Certificate of Continuous Employment except 12.6
Article 13	Appointments and Reappointments in the Higher Education Officer (HEO) Series, Such appointment or service toward a multiple-year appointment is not transferable to any other EOC or unit of The City University.
Article 14	Leaves and Holidays, except that, 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. The annual leave period for EOC Lecturers appointed or assigned as counselors or to other student personnel assignments is governed by Article 14.3 c).
Article 15	Workload except 15.1(c), 15.3
Article 16	Temporary Disability and Parental Leave, except 16.5, 16.6
Article 17	Jury Duty
Article 18	Professional Evaluation, to the extent applicable and practicable and in accordance with the organizational structure of the EOCs
Article 19	Personnel Files
Article 20	Complaint, Grievance and Arbitration Procedure
Article 21	Disciplinary Actions
Article 22	Increased Promotional Opportunities, except 22.1, 22.2, 22.3, 22.4
Article 24	Salary Schedules, except that the salary schedules therein are not applicable to the EOCs and the schedules set forth in Section 3. ("Salary Schedules") below shall be applicable. Effective March 19, 2010, employees serving in the titles EOC Assistant to Higher Education Officer and EOC College Laboratory Technician 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, and those 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.
Article 29	Waiver of Tuition Fees
Article 30	Facilities and Services
Article 31	Rehiring of Persons Who Are Discontinued

Article 32	Discontinuances
Article 33	Faculty and Staff Development, except Article 33.5
	Effective July 1, 2009, employees in the EOC Higher Education Officer series and the EOC College Laboratory Technician titles will be eligible to participate in the HEO/CLT Professional Development Fund established pursuant to Article 33.5.
	Effective July 1, 2009, employees appointed as EOC Lecturer and EOC Lecturer Doctoral Schedule will be eligible to participate in the HEO/CLT Professional Development Fund established pursuant to Article 33.5. Funding for such participation shall be capped up to a maximum of \$45,000 per year.
Article 38	Workers' Compensation
Article 39	Occupational Safety and Health
Article 40	No Strike Pledge
Article 41	Legislative Action
Article 42	2007-2010 Financial Provisions
Article 43	Duration

3. SALARY SCHEDULES

EOC LECTURER

9/19/2007	9/21/2007	10/21/2008	10/20/2009	3/19/2010
\$36,595	\$37,748	\$39,258	\$40,435	\$41,435
\$38,027	\$39,225	\$40,794	\$42,018	\$43,018
\$39,515	\$40,760	\$42,390	\$43,662	\$44,662
\$41,928	\$43,249	\$44,979	\$46,328	\$47,328
\$44,062	\$45,450	\$47,268	\$48,686	\$49,686
\$45,765	\$47,207	\$49,095	\$50,568	\$51,568
\$48,184	\$49,702	\$51,690	\$53,241	\$54,241
\$49,890	\$51,462	\$53,520	\$55,126	\$56,126
\$51,596	\$53,221	\$55,350	\$57,011	\$58,011
\$53,300	\$54,979	\$57,178	\$58,893	\$59,893
\$55,003	\$56,736	\$59,005	\$60,775	\$61,775
\$56,710	\$58,496	\$60,836	\$62,661	\$63,661
\$58,415	\$60,255	\$62,665	\$64,545	\$65,545
\$60,122	\$62,016	\$64,496	\$66,431	\$67,431
\$62,526	\$64,496	\$67,075	\$69,088	\$70,088*
\$64,933	\$66,978	\$69,658	\$73,907	\$74,907**

EOC LECTURER DOCTORAL SCHEDULE[#]

9/19/2007	9/21/2007	10/21/2008	10/20/2009
\$41,024	\$42,316	\$44,009	\$45,329
\$42,632	\$43,975	\$45,734	\$47,106
\$44,305	\$45,701	\$47,529	\$48,954
\$46,719	\$48,191	\$50,118	\$51,622
\$48,858	\$50,397	\$52,413	\$53,985
\$50,558	\$52,151	\$54,237	\$55,864
\$52,977	\$54,646	\$56,832	\$58,537
\$54,680	\$56,402	\$58,659	\$60,418
\$56,388	\$58,164	\$60,491	\$62,306
\$58,090	\$59,920	\$62,317	\$64,186
\$59,792	\$61,675	\$64,142	\$66,067
\$61,501	\$63,438	\$65,976	\$67,955
\$63,205	\$65,196	\$67,804	\$69,838
\$64,913	\$66,958	\$69,636	\$71,725
\$67,319	\$69,440	\$72,217	\$74,384*
\$69,724	\$71,920	\$74,797	\$79,360**

[#] See provisions of Article 24.2

EOC HIGHER EDUCATION OFFICER

9/19/2007	9/21/2007	10/21/2008	10/20/2009
\$ 62,268	\$ 64,229	\$ 66,799	\$ 68,803
\$ 64,728	\$ 66,767	\$ 69,438	\$ 71,521
\$ 67,285	\$ 69,404	\$ 72,181	\$ 74,346
\$ 69,636	\$ 71,830	\$ 74,703	\$ 76,944
\$ 71,716	\$ 73,975	\$ 76,934	\$ 79,242
\$ 74,483	\$ 76,829	\$ 79,902	\$ 82,299
\$ 77,249	\$ 79,682	\$ 82,870	\$ 85,356
\$ 80,020	\$ 82,541	\$ 85,842	\$ 88,418
\$ 82,820	\$ 85,429	\$ 88,846	\$ 91,511
\$ 85,621	\$ 88,318	\$ 91,851	\$ 94,606
\$ 89,082	\$ 91,888	\$ 95,564	\$ 98,431
\$ 92,541	\$ 95,456	\$ 99,274	\$102,253
\$ 95,997	\$ 99,021	\$102,982	\$106,071
\$ 98,726	\$101,836	\$105,909	\$109,087*
\$102,235	\$105,455	\$109,674	\$116,364**

EOC HIGHER EDUCATION ASSOCIATE

9/19/2007	9/21/2007	10/21/2008	10/20/2009
\$50,321	\$51,906	\$53,982	\$55,602
\$52,301	\$53,948	\$56,106	\$57,790
\$54,362	\$56,074	\$58,317	\$60,067
\$56,713	\$58,499	\$60,839	\$62,665
\$58,787	\$60,639	\$63,064	\$64,956
\$61,563	\$63,502	\$66,042	\$68,024
\$64,323	\$66,349	\$69,003	\$71,073
\$67,092	\$69,205	\$71,974	\$74,133
\$69,405	\$71,591	\$74,455	\$76,689
\$71,716	\$73,975	\$76,934	\$79,242
\$74,483	\$76,829	\$79,902	\$82,299
\$77,249	\$79,682	\$82,870	\$85,356
\$80,020	\$82,541	\$85,842	\$88,418
\$82,136	\$84,723	\$88,112	\$90,756*
\$84,902	\$87,576	\$91,079	\$96,635**

EOC HIGHER EDUCATION ASSISTANT

9/19/2007	9/21/2007	10/21/2008	10/20/2009
\$38,801	\$40,023	\$41,624	\$42,873
\$40,321	\$41,591	\$43,255	\$44,552
\$41,904	\$43,224	\$44,953	\$46,302
\$46,333	\$47,792	\$49,704	\$51,195
\$47,995	\$49,507	\$51,487	\$53,032
\$50,484	\$52,074	\$54,157	\$55,782
\$52,144	\$53,787	\$55,938	\$57,616
\$53,947	\$55,646	\$57,872	\$59,608
\$56,024	\$57,789	\$60,100	\$61,903
\$58,787	\$60,639	\$63,064	\$64,956
\$61,563	\$63,502	\$66,042	\$68,024
\$64,323	\$66,349	\$69,003	\$71,073
\$67,092	\$69,205	\$71,974	\$74,133
\$69,139	\$71,317	\$74,170	\$76,395*
\$71,732	\$73,992	\$76,951	\$81,645**

EOC ASSISTANT TO HEO

9/19/2007	9/21/2007	10/21/2008	10/20/2009
\$32,197	\$33,211	\$34,540	\$35,576
\$33,454	\$34,508	\$35,888	\$36,965
\$34,759	\$35,854	\$37,288	\$38,407
\$36,318	\$37,462	\$38,960	\$40,129
\$37,670	\$38,857	\$40,411	\$41,623
\$39,515	\$40,760	\$42,390	\$43,662
\$41,928	\$43,249	\$44,979	\$46,328
\$44,062	\$45,450	\$47,268	\$48,686
\$45,765	\$47,207	\$49,095	\$50,568
\$48,184	\$49,702	\$51,690	\$53,241
\$49,890	\$51,462	\$53,520	\$55,126
\$51,596	\$53,221	\$55,350	\$57,011
\$53,300	\$54,979	\$57,178	\$58,893
\$55,003	\$56,736	\$59,005	\$60,775
\$56,710	\$58,496	\$60,836	\$62,661
\$58,415	\$60,255	\$62,665	\$64,545
\$59,888	\$61,774	\$64,245	\$66,173*
\$61,365	\$63,298	\$65,830	\$69,846**

EOC COLLEGE LABORATORY TECHNICIAN

9/19/2007	9/21/2007	10/21/2008	10/20/2009
\$33,300	\$34,349	\$35,723	\$36,795
\$34,443	\$35,528	\$36,949	\$38,058
\$35,635	\$36,758	\$38,228	\$39,375
\$37,050	\$38,217	\$39,746	\$40,938
\$38,284	\$39,490	\$41,070	\$42,302
\$39,962	\$41,221	\$42,870	\$44,156
\$41,040	\$42,333	\$44,026	\$45,347
\$42,112	\$43,439	\$45,176	\$46,531
\$43,189	\$44,549	\$46,331	\$47,721
\$44,264	\$45,658	\$47,485	\$48,909
\$45,607	\$47,044	\$48,925	\$50,393
\$46,949	\$48,428	\$50,365	\$51,876
\$48,294	\$49,815	\$51,808	\$53,362
\$49,639	\$51,203	\$53,251	\$54,848
\$50,685	\$52,282	\$54,373	\$56,004*
\$51,728	\$53,357	\$55,492	\$58,877**

ADJUNCT AND HOURLY RATES

EOC LECTURER, EOC ADJUNCT LECTURER

9/19/2007	9/21/2007	10/21/2008	10/20/2009
\$58.68	\$60.53	\$62.95	\$64.84
\$61.02	\$62.94	\$65.46	\$67.42
\$63.49	\$65.49	\$68.11	\$70.15
\$66.32	\$68.41	\$71.15	\$73.28
\$69.17	\$71.35	\$74.20	\$80.70

**EOC COLLEGE LABORATORY TECHNICIAN,
EOC ADJUNCT COLLEGE LABORATORY TECHNICIAN**

9/19/2007	9/21/2007	10/21/2008	10/20/2009
\$23.17	\$23.90	\$24.86	\$25.60
\$24.07	\$24.83	\$25.82	\$26.60
\$25.06	\$25.85	\$26.88	\$27.69
\$28.37	\$29.26	\$30.43	\$31.35
\$31.73	\$32.73	\$34.04	\$37.02

4. PROFESSIONAL DEVELOPMENT DIFFERENTIAL IN THE EOC LECTURER SERIES

A \$547 per annum differential, effective September 19, 2007, will be paid to Educational Opportunity Center employees in the Lecturer Series, payable on February 1 of each year. The differential is designed to support the professional development of Educational Opportunity Center Lecturers. How the differential is used will be determined by the individual employee. The annual differential will be treated as a lump sum, pensionable amount.

Effective July 1, 2009, the professional development differential set forth above shall be eliminated. EOC Lecturers and EOC Lecturers (Doctoral Schedule) shall be eligible to participate in the HEO/CLT Professional Development Fund established pursuant to Article 33.5 of the PSC/CUNY collective bargaining agreement. Funding for such participation shall be capped up to a maximum of \$45,000 per year.

5. PROFESSIONAL DEVELOPMENT IN THE EOC HIGHER EDUCATION OFFICER SERIES AND THE EOC COLLEGE LABORATORY TECHNICIAN SERIES

The amount of \$6,713 University-wide effective September 19, 2007, will be allocated annually to provide opportunities for professional development that will enhance the contribution of employees in the EOC Higher Education Officer (HEO) series and the EOC College Laboratory Technician (CLT) series to the mission of the Educational Opportunity Centers. One-quarter of the allocated funds will be paid annually to each of the EOCs. It is understood that in distributing the funds the Director will make every effort to support equitably the professional development of the EOC HEOs and EOC CLTs. The disposition of the funds will be reported annually to the Director of the State University Center for Academic and Workforce Development, the Vice Chancellor for Labor Relations of The City University of New York, and the President of the Professional Staff Congress/CUNY.

Effective July 1, 2009, the professional development funds allocated to each of the EOCs for employees in the EOC Higher Education Officer series and the EOC College Laboratory Technician titles will be eliminated. Employees in the EOC Higher Education Officer series and the EOC College Laboratory Technician titles will be eligible to participate in the HEO/CLT Professional Development Fund established pursuant to Article 33.5 of the PSC/CUNY collective bargaining agreement.

6. TENURE PROVISIONS

An employee who meets the qualifications shall be awarded tenure in a respective EOC upon recommendation to and approval by the Board of Trustees. Such tenure or service toward tenure is not transferable to any other EOC or unit of The City University.

7. WORKLOAD IN THE EOC LECTURER SERIES

EOC Lecturers and EOC Lecturers on the Ph.D. schedule may be assigned three additional contact teaching hours per academic year. It is understood that, after consultation with the Lecturer, and as near to the beginning of the academic year as is feasible, the additional three teaching hours may be assigned as one contact hour in each trimester, as two contact hours in one trimester and one contact hour in another trimester, or as three contact hours in one trimester. In the event an EOC operates on a semester basis, rather than a trimester basis, in any given academic year, the three additional contact hours may be assigned as two in one semester and one in the other semester, or as three in one semester. In no event shall EOC Lecturers or EOC Lecturers on the Ph.D. schedule be assigned more than three (3) additional contact hours per academic year or more than 18 contact hours in any one trimester or semester as a

result of this provision. In no event shall the increase in teaching contact hours extend the overall work week beyond thirty hours.

8. LABOR MANAGEMENT COMMITTEES

- (a) There will be a labor management committee for the Educational Opportunity Centers composed of two members designated by the University and two members designated by the PSC to hear concerns from individual employees in EOC Higher Education Officer series titles concerning workload. The Committee, as appropriate, may make non-binding recommendations to the Director of the respective Educational Opportunity Center. The Committee may also consider requests from an individual member of the Higher Education Officer series for a reclassification of his/her position. If the Committee deems such a request to have merit, it will refer the matter for consideration to the Director of the respective Educational Opportunity Center.
- (b) There will be a labor management committee for the four Educational Opportunity Centers, composed of five members designated by the PSC and five members designated by the University to develop non-binding proposals on further enhancements to the professional lives of the EOC instructional staff, including but not limited to a consideration of a promotional series and sabbaticals.

9. RETIREE IDENTIFICATION CARD

Each Educational Opportunity Center will provide, upon request by a retiree, a college-retiree identification card, which will provide the retiree with library privileges at the college with which the Educational Opportunity Center is affiliated.

10. PENSION CONTRIBUTIONS FOR FULL-TIME INSTRUCTIONAL STAFF WITH HOURLY OVERLOAD ASSIGNMENTS

Effective January 2, 2003, full-time EOC instructional staff members who, in addition to their regular full-time assignments, are assigned overloads on an hourly basis at a CUNY EOC, shall have employee and employer pension contributions made based upon the hourly earnings from the overload assignment.

11. RETIREE HEALTH INSURANCE BENEFIT

- (a) Effective through December 30, 2008, the parties agree to provide health insurance coverage to certain eligible PSC-represented employees at the Educational Opportunity Centers (EOCs) who retire as follows:
 - 1. For PSC-represented employees of the EOCs who retire on or after January 31, 1998, an annual per capita contribution to the PSC/CUNY Welfare Fund will be made in the amount of \$3,618, which includes the current per capita amount the State contributes to the State University of New York (hereinafter "SUNY") employees' health program (\$3,439), and a five (5) percent administrative fee. This per capita amount will be adjusted to reflect any changes SUNY makes in its contribution to its employee health program. The costs of this benefit during the City of New York's fiscal year beginning July 1, 1998 will be covered pursuant to Chapter 41 of the Laws of 1998. Thereafter, the cost will be part of the contract between the State University of New York and The City University of New York that funds the operation of the EOCs.

2. For the twenty-seven (27) PSC-represented employees of the EOCs listed in the Agreement dated May 5, 1999, as amended by the letter of Agreement dated August 19, 1999, who retired on or after September 1, 1990 but before January 31, 1998, an annual per capita contribution will be made in the amount of \$3,618, which includes the current per capita amount the State contributes to the SUNY employees health program (\$3,439), and a five (5) percent administrative fee up to an absolute maximum annual contribution of \$51,000 on behalf of these individuals. This per capita amount will be adjusted to reflect any changes SUNY makes in its contribution to its employee health program up to the absolute maximum annual contribution of \$51,000. The costs of this benefit during the City of New York's fiscal year beginning July 1, 1998 will be covered pursuant to Chapter 41 of the Laws of 1998. Thereafter, the cost will be part of the contract between SUNY and CUNY that funds the operation of the EOCs.
 3. The parties recognize that the contributions specified in paragraphs 1. and 2. above represent the entire amount that will be contributed to provide these benefits and that such benefits are subject to the same eligibility requirements as are in effect for other PSC-represented employees.
 4. On a quarterly basis, the EOCs will certify to the Director of the University Center for Academic Workforce and Development of SUNY and to the Office of Faculty and Staff Relations of CUNY the number of eligible retirees under paragraphs 1. and 2. The Director of the University Center for Academic Workforce and Development of SUNY will provide to the EOCs the necessary amount of money, consistent with the terms of paragraphs 1., 2., and 3., to fund the health insurance benefit provided under this agreement. The EOCs, in turn, will provide these funds to the PSC/CUNY Welfare Fund.
- (b) Effective December 31, 2008, section 11 (a) shall be superseded by the following:
- Eligible PSC-represented retirees of the EOCs shall be covered by the New York City Health Program for retiree health insurance benefits.
- (c) This Article 11 constitutes the entire agreement entered into by the parties in connection with the provision of health insurance to PSC-represented employees who retire at the EOCs, and it cannot be supplemented, amended, or modified in any manner, except in writing by agreement of the parties.

12. LIMITATIONS

The City University's obligations to employees at each of the Educational Opportunity Centers covered by this agreement shall be subject to:

- (a) renewal of the annual agreement between the sponsoring college and the State University of New York;
- (b) provisions for the payment of such obligations in the budget of each Educational Opportunity Center approved by the State University of New York.

13. EFFECTIVE DATE

This agreement shall become effective upon acceptance by The City University, the Professional Staff Congress/CUNY, and The State University of New York.