

2017 PSC BARGAINING AGENDA

SALARY

1. **Salary Increases:** In order to address historic erosion in the real-dollar value of instructional staff salaries, all salary schedules and ranges, and all current annual and hourly salaries for all members of the bargaining unit, including bargaining unit members employed at the Educational Opportunity Centers and in Continuing Education series titles, shall be increased by 5% per year, compounded. (Article 24)
2. **Adjunct Salary:** The hourly salary for teaching adjuncts shall be increased so that total pay for an Adjunct Lecturer on the lowest salary step for one three-credit course equals \$7,000, an amount that represents proportional parity with the full-time Lecturer title. (Article 24)
3. **Movement in Steps:** For full-time employees, the five-year step shall be converted to a three-year step. For adjunct and hourly employees whose salary schedules are covered in Article 24, movement from the penultimate and antepenultimate steps will take place after one year. (Article 24)
4. **Additional Support for Department Chairs:** Department Chairs shall receive additional support through provision of one or a combination of the following: additional salary or summer stipend, additional reassigned time, additional access to support personnel. (Article 24)
5. **Salary Schedule for College Laboratory Technicians:** The salary schedule for all CLT titles shall be increased in addition to the across-the-board increases. (Article 24)
6. **Salary Schedule for Lecturer and Lecturer Doctoral Series:** The salary schedule for all Lecturer series employees shall be increased in addition to the across-the-board increases. (Article 24)

BENEFITS

7. **Welfare Fund Contributions:** The University's per capita contributions to the PSC-CUNY Welfare Fund for all active and retired members of the bargaining unit, including employees at the Educational Opportunity Centers, shall be increased. (Article 26)
8. **Adjustment in Health Insurance Eligibility for Non-Teaching Adjuncts:** The Adjunct Health Insurance Agreement shall be clarified to establish eligibility for Adjunct Health Insurance for Non-Teaching Adjuncts and Adjunct CLTs who meet other eligibility requirements and who are appointed to work 225 hours in a semester. (Concluding Agreement on Adjunct Health Insurance)

JOB SECURITY AND ADVANCEMENT

9. **Adjustments to HEO Assignment Differential Process:**
 - a) Amend Article 15.4 (f) to require that the labor-management committees at each college meet at least twice per semester.

- b) Amend Article 22.5 (b) to require that recommendations by the College HEO Committee be communicated to the nominee and the labor-management committee within 30 days of submission; and to require that notice of the President's decision be reported to the labor-management committee and the nominee within 30 days of submission.
- c) Amend Article 22.5 (b) to stipulate that HEO-series employees who self-nominate for the assignment differential will be accorded the same level of review as HEO-series employees who are nominated by their supervisors.
- d) Amend Article 22.5 (b) to add the following: "The University agrees that budgetary considerations shall not constitute a ground for issuing a negative recommendation on the discretionary assignment differential. Employees who receive a denial of a discretionary assignment differential shall be entitled to receive a statement of the President's reasons for the decision."

10. Adjustments to the Pilot Program of Multi-Year Appointments for Teaching Adjuncts:

- a) Amend Paragraph 2 as follows: "An employee who has served as a teaching adjunct and who has taught at least six (6) contact teaching hours per semester within the same department of the college for 10 of the previous 14 consecutive semesters . . ."
- b) Amend Paragraph 2 as follows: "An adjunct who has received more than one Substitute appointment in the semesters considered for eligibility shall be deemed eligible . . ."
- c) Amend Paragraphs 2 and 5 to require notification of re-appointment or non-reappointment to the three-year appointment on or before May 1.

11. Adjustments to Library Faculty Annual Leave: Article 25.4, "Professional Reassignments," shall be deleted; and annual leave for members of the instructional staff who are employed full-time as Librarians shall be increased. (Articles 25 and 14)

UNION DUES, MEMBERSHIP INFORMATION AND REASSIGNED TIME

12. Dues Check-Off: Amend Article 4.1 as follows:

- a) The current Article 4.1 shall become 4.1 (a).
- b) Add 4.1 (b): "Notwithstanding an employee's membership status in the PSC, the University shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization. The University shall notify the PSC of any requests to terminate dues and will provide the PSC a copy of the employee's signed request for termination of authorization."
- c) Add 4.1 (c): The University shall notify the PSC immediately upon receipt of any FOIL request received by the University seeking information about the names, dues-paying status, addresses, and other information about bargaining unit members.

13. Membership Information: Add a new section to Article 4, including the following:

- a) The University shall provide to the PSC the name, date of hire, employee ID number, title, department, phone number and email address as soon as a new appointment of a member of the bargaining unit is made. Twice annually, the University shall provide to the PSC the names and titles of employees who have retired.
- b) Orientation materials provided by Human Resources offices at all colleges and CUNY locations to full-time and part-time instructional staff in the PSC bargaining unit shall include an electronic link to the PSC website, and PSC membership cards shall be available in all Human Resources offices.
- c) PSC representatives at each college shall be given timely notice of all new-employee orientation sessions conducted by the college and shall be afforded sufficient time to address newly hired employees at such sessions. (Article 5)

14. **Increased Reassigned Time for Union Work:** In order to provide for proper handling of grievances and implementation of the collective bargaining agreement, given that the University has created several new colleges and schools and that the size of the bargaining unit has increased substantially since the reassigned time allocations were initially established, the PSC shall be granted 120 additional hours of reassigned time per semester. (Article 6)

SUPPORT FOR THE ACADEMIC COMMUNITY

15. **Improved Tuition Waiver Provision:** Amend Article 29 to provide that:
 - a) Children and stepchildren of full-time members of the instructional staff shall be granted tuition waivers for undergraduate courses at CUNY.
 - b) The eligibility requirement for tuition waivers for teaching adjuncts shall be reduced from 10 semesters to 6, and may be established through service CUNY-wide.
16. **PSC-CUNY Awards:** The annual contribution to the PSC-CUNY Awards program shall be increased by at least \$500,000. (Article 25)
17. **Adjunct Professional Development Fund:** The annual contribution to the Adjunct Professional Development Fund shall be increased by \$200,000. Non-teaching adjuncts who meet eligibility requirements agreed to by the parties shall be entitled to apply to the Fund. (Appendix C)
18. **HEO/CLT Professional Development Fund:** The annual contribution to the HEO/CLT Professional Development Fund shall be increased by \$200,000.
19. **Health and Safety:** Article 39.1 shall be amended to indicate that an alleged violation of the provision may be grieved up to and including Step 3 of the formal procedure for handling grievances.

EDUCATIONAL TECHNOLOGY

University instruction and employment nationally—and internationally—is being reshaped by the use of digital technology. The use of digital technology and distance learning has enormous potential at CUNY because of the size, diversity and mission of the University and the creative work already under way by CUNY faculty and staff. To ensure that the potential is realized and that academic integrity, educational quality, and the rights of full-time and part-time faculty and staff are protected, the Collective Bargaining Agreement must be updated to include reference to the implications of educational technology for the terms and conditions of employment.

20. **Out-Sourcing of Online Courses:** All credit-bearing courses offered by the University that employ distance learning technology, including courses that are fully online, hybrid courses, or courses that blend online and face-to-face teaching modalities, shall be taught by an instructor in a title included under Article 1. (Article 1)
21. **Selection of Teaching Modality:** In cases in which the appropriate faculty governance body has not specified the use of a particular modality of teaching or the use of a particular form of distance learning technology (for example, a particular software platform) for a specific course, the instructor shall have the right to choose the modality of teaching and to choose any course management system or platform for the course.
22. **“Work-for-Hire” Notification:** When an instructor develops a course using distance learning modalities in a “work-for-hire” capacity under CUNY policy, it shall be the responsibility of the University to provide, before the course is developed, written notice to the instructor, separate from the employment contract, clearly setting forth the specific terms governing the ownership of and

rights to the intellectual property created. Failure to provide such notice shall have the result that the creator of the course owns the copyright to the course.

23. **Support for Distance Learning Networks and Technology Developed by CUNY Faculty and Staff:** In order to enhance the free exchange of knowledge among colleagues and students throughout the University, a labor-management task force shall be formed to explore ways to increase systemic support for distance learning technology developed by CUNY faculty and staff.

EQUITY AND FAIRNESS

24. **Workplace Bullying:** The parties shall develop contractual language that prohibits workplace bullying. (Article 8)
25. **Childcare:** A labor-management task force shall be formed to explore collaborative ways to address the urgent need to provide improved access to high-quality, affordable childcare for all members of the bargaining unit with childcare needs.
26. **Higher Education Officers:**
- a) Articles 13.3 (a) and (b) shall be amended to provide that an employee in the Higher Education Officer series who is granted a subsequent reappointment after the fifth year of continuous service in the same title shall receive a Certificate of Continual Administrative Service. Such employee shall not be subject to annual or multiple-year reappointments. (Article 13)
 - b) Article 14.3 (a) shall be amended to provide that all persons employed full-time in the HEO title series and the College Laboratory Technician title series, regardless of when hired, shall be entitled to 25 work days per year of annual leave. (Article 14)
 - c) The procedures for accrual of annual leave in Article 14.9 (a) shall be revised. (Article 14)
27. **Graduate Employees:**
- a) A graduate assistant who has completed five years of service in the graduate assistant title and who continues in payroll status shall be granted a waiver of doctoral tuition for up to 3 years at the CUNY Graduate Center. (Article 29)
 - b) Stipends provided as part of graduate fellowship awards to graduate assistants on payroll or for incoming graduate assistants shall not be reduced when collectively bargained increases are applied to graduate assistant salaries, nor shall movement from a lower-paying to a higher-paying graduate assistant title result in a reduction of stipend. (Article 24)
 - c) The joint PSC and University committee established in Article 11.2 (b) shall meet at least twice per semester and shall develop University-wide formulas for the employment of graduate assistants and other graduate employees, including consideration of ways to enhance opportunities for full-time faculty appointments for recipients of the Ph.D. degree from CUNY, especially for Ph.D.-recipients from underrepresented racial, ethnic and gender groups. (Article 11)
 - d) There shall be additional improvements for graduate assistants, including the provision that continuous service in a graduate assistant title shall be counted as service towards certain provisions affecting teaching and non-teaching adjuncts.
 - e) The parties shall update and improve the salary schedules for Graduate Assistants.
28. **Non-Teaching Adjuncts:**
- a) Letters of appointment for non-teaching adjuncts shall be issued in a standardized form that includes specification of the number of hours of appointment per week, the hourly rate of pay, and the total number of hours of work per semester. (Article 9)
 - b) Non-teaching adjuncts who have worked at least 150 hours per semester CUNY-wide for 6 consecutive semesters (not including the summer session), and who have been appointed to

work at least 150 hours in a fall or spring semester shall be granted a tuition waiver for up to one course that semester.

29. Part-Time Instructional Staff:

- a) The University shall provide the first paycheck of the semester for part-time instructional staff no later than 3 weeks after the first day of the semester; employees for whom a paycheck is not provided by the paycheck date: 1) shall be compensated; 2) shall be notified of the projected date of their first paycheck; and 3) shall be informed in writing of the projected financial impact of the late payment on their paychecks for the balance of the semester. (Article 24)
- b) Article 10.1 (a) 3 shall be amended to specify a Spring semester appointment date of May 15 for persons in adjunct titles hired on a semester basis and an appointment date of May 1 for one-year appointments for persons in adjunct titles. (Article 10)

30. Continuing Education Teachers: The Supplemental Agreement on Continuing Education shall be amended to include:

- a) The establishment of a full-time English Language Instructor title for CETs who work at least 20 hours per week with 6-month appointments in English Language programs, such as KELI, with terms and conditions equivalent to those of the CLIP and CUNY Start Instructor titles.
- b) Inclusion of CLIP and CUNY Start Instructors who have worked at least 20 hours per week at the same college for 6 consecutive semesters (not including summer sessions) in the CET and or Instructor title, and who have been reappointed to the Instructor title in appropriate articles of the Collective Bargaining Agreement.
- c) An hourly rate step schedule, equivalent to the existing CLIP hourly rate schedule, for CETs appointed to teach 20 hours per week with 6-month appointments.
- d) Provisions for a grievance/arbitration procedure consistent with Article 20 of the PSC-CUNY collective bargaining agreement.

31. Hunter Campus Schools: Improvements shall be made to various compensation terms that apply to bargaining unit members at the Hunter College Campus Schools.

DISCIPLINARY PROCEDURE

32. The following shall be deleted from Article 21.1: "staff in HEO series titles shall be subject to discharge as provided in Article 21.8, and Adjuncts shall be subject to discharge as provided in Article 21.10." Articles 21.8 and 21.10 shall be deleted. (Article 21)

*The Professional Staff Congress reserves the right to amend, withdraw or add to these demands.
Approved by the Delegate Assembly: October 19, 2017.*