



Office of the Vice Chancellor  
for Labor Relations

205 East 42<sup>nd</sup> Street, 10<sup>th</sup> 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<sup>ths</sup> 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<sup>ths</sup> 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.

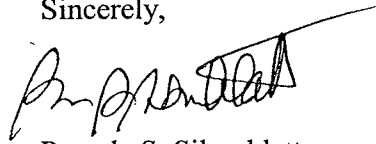
4. Adjuncts who establish eligibility as provided in this Concluding Agreement shall be eligible to receive benefits in the third consecutive semester. An adjunct shall lose eligibility if, in any semester, he/she teaches for fewer than six contact hours or works for fewer than 15 non-teaching hours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

October 15, 2013

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 April 24, 2013 Letter Agreement on Adjunct Health Insurance and Related Issues ("Letter Agreement"). Except for the modifications set forth below, all of the other terms of the Letter Agreement remain unchanged.

The parties hereby agree as follows:

- 1.a) The introductory sentences and first bullet of paragraph "6" of the Letter Agreement are amended to read as follows:

Effective August 27, 2013, Article 26.6 of the Collective Bargaining Agreement shall be amended to reflect the following:<sup>1</sup> Health insurance benefits shall be available to:

- Non-Teaching Adjuncts who are working fifteen or more hours per week in the semester, or an equivalent combination of teaching and non-teaching hours, and who 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.)

- b) Footnote "2" of the Letter Agreement is deleted.

2. Footnote "3" of the Letter Agreement is amended to include the following provision:

Adjuncts who worked ten or more hours but fewer than fifteen hours or the equivalent per week in the Fall 2012 and Spring 2013 semesters, and who are working fifteen hours per week for the semester effective August 27, 2013, shall be eligible to receive health insurance benefits in the Fall 2013 and Spring 2014 semesters, if they are otherwise eligible.

- 3.a) The fifth bullet of paragraph "15" of the Letter Agreement, regarding the Kingsborough and LaGuardia Winter Sessions, is amended to include Guttman Community College, as follows:

---

<sup>1</sup> All provisions of Article 26 not specifically amended herein remain unchanged.

- Kingsborough, LaGuardia, and Guttman Winter Sessions

A person appointed to an adjunct title, excluding Graduate Assistants, shall not be assigned a total of more than nine (9) classroom contact hours during the Fall Session B at Kingsborough Community College, the Fall Semester – Session II at LaGuardia Community College, or the Fall II session at Guttman Community College. In addition, such adjunct, assigned (9) classroom contact hours at one of these three community colleges, may be employed to teach a maximum of one course of not more than six (6) hours during the above-referenced sessions at one of the other two community colleges. Classroom contact hours during the Fall Session B, Fall Semester – Session II, or Fall II session will not be counted toward the adjunct’s workload in either the preceding Fall semester or the subsequent Spring semester.

b) The fourth bullet in paragraph “15,” regarding the Winter Sessions at the other CUNY colleges, is understood to exclude Guttman Community College as well as Kingsborough and LaGuardia Community Colleges – *i.e.*, the heading of that bullet is amended to read as follows:

Winter Session (at other than Kingsborough, LaGuardia, and Guttman Community Colleges).

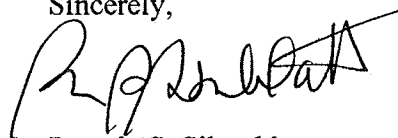
4. Notwithstanding the fact that this provision was not the subject of a prior side agreement between the parties, paragraph “15” of the Letter Agreement is amended to add the following bullet:

- Period Between Fall and Spring Semester Classes – Non-Teaching Adjuncts

A person appointed to a non-teaching adjunct title may be permitted to work during the period between the end of classes in the Fall semester and the start of the Spring semester for a total of 75 hours above the 225-hour semester limit, which additional hours will not be counted toward the adjunct’s workload in either the preceding Fall semester or the subsequent Spring semester.

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

10/18/13  
Date

April 24, 2013

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

Dear Dr. Bowen:

This Letter Agreement on Adjunct Health Insurance and Related Issues ("letter agreement") confirms the parties' understanding regarding the provision of said insurance. The parties hereby agree as follows:

1. In addition to the contractual payments made pursuant to Article 26 ("Welfare Benefits") of the 2007-2010 PSC-CUNY Collective Bargaining Agreement, the University will contribute the amounts set forth in paragraphs 2 and 3 below to the PSC-CUNY Welfare Fund ("Welfare Fund") toward the cost of adjunct health insurance for the period beginning May 1, 2013, through June 30, 2014.
2. For the period May 1, 2013, through June 30, 2013, the University will contribute \$2,166,667 to the Welfare Fund on a pro rata monthly basis (\$1,083,334 per month).
3. For the period July 1, 2013, through June 30, 2014, the University will contribute \$12,954,300 to the Welfare Fund on a pro rata monthly basis (\$1,079,525 per month).
4. Commencing July 1, 2014, the University will contribute \$10,000,000 per annum (as escalated by New York State) toward the cost of adjunct health insurance, provided that New York State continues to provide such funding to the University for the purposes of paying for adjunct health insurance, to be paid on a pro rata monthly basis.
5. The University further agrees to make contributions toward the cost of adjunct health insurance coverage in amounts equal to \$1,800,000 effective July 1, 2014; \$800,000 effective July 1, 2015 and July 1, 2016; and up to \$800,000 annually thereafter. The parties acknowledge that these amounts are in addition to any contributions set forth under Article 26 ("Welfare Benefits") of the 2007-2010 PSC-CUNY Collective Bargaining Agreement and any successor agreement, or made pursuant to paragraph 4 above.



6. Effective August 27, 2013, Article 26.6 of the Collective Bargaining Agreement shall be amended to reflect the following:<sup>1</sup> In order to qualify for health insurance benefits:
- 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 Summer Sessions).<sup>2</sup> (For the purpose of determining eligibility for health insurance only, one non-teaching hour shall be deemed equivalent to 0.4 teaching contact hour.)
  - 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.
7. Doctoral student employees who are eligible to receive primary health care insurance through NYSHIP will not be eligible for health insurance through the PSC-CUNY Welfare Fund under this letter agreement.
8. Adjuncts who establish eligibility as provided in the 2007-2010 PSC-CUNY Collective Bargaining Agreement or in this letter 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.<sup>3</sup>

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 until 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. Then a break occurs and the initial eligibility

---

<sup>1</sup> All provisions of Article 26 not specifically amended herein remain unchanged.

<sup>2</sup> Winter session is considered part of the Fall semester for purposes of this section.

<sup>3</sup> Adjuncts who are receiving health insurance in the Spring 2013 semester, who established eligibility by working ten or more hours but fewer than fifteen hours or the equivalent per week in the two consecutive preceding semesters (not including Summer Sessions), and who are working fifteen hours per week for the semester, effective August 27, 2013, shall be eligible to receive health insurance benefits in the Fall 2013 and Spring 2014 semesters if they are otherwise eligible.

requirements, including the two-semester continuity requirement, must be re-established in order to be covered for benefits.

9. The PSC will withdraw with prejudice the following matters pending at arbitration:

<u>AAA Case #</u>	<u>Demand for Arbitration Dated</u>
13 39002663 09 (regarding the Fall 2008 semester)	October 14, 2009
13 39002662 09 (regarding the Spring 2009 semester)	October 14, 2009
13 39000532 12 (regarding the Fall 2009 semester)	March 7, 2012
13 39000531 12 (regarding the Spring 2010 semester)	March 7, 2012

10. The PSC hereby withdraws with prejudice the following matters pending at Step Two of the grievance process:

<u>Grievance Description</u>	<u>Step Two Dated</u>
“Improper assignment of hours over and above limitation per Collective Bargaining Agreement without appropriate waiver of contractual/workload limitations. Failure to submit Fall 2009 Adjunct Overload Waiver Request by October 5, 2009 deadline.” (regarding the Fall 2009 semester)	October 28, 2009, as amended on December 4, 2009, and December 10, 2009
“Improper failure and refusal to provide compensation for Adjuncts assigned hours in excess of contractual limitations for fall 2010. Improper rescission of assignments in fall 2010 semester.”	June 2, 2010, as amended February 24, 2011
“Improper assignment of hours over and above limitations per collective bargaining agreement.” (regarding Fall 2010 semester)	March 10, 2011
“On behalf of Rochelle Isaacs, [Borough of Manhattan Community College] and all others similarly situated. Failure and refusal to compensate for teaching assignment in Spring 2011 semester.”	April 6, 2011, as amended on April 13, 2011, and May 4, 2011

“On behalf of Denise Patrick, [Baruch College] and all others similarly situated. Failure and refusal to compensate for Fall 2011 teaching assignment.”

November 22, 2011

“Improper assignment of hours over and above limitation per CBA.”  
(regarding Fall 2011 semester)

February 2, 2012

“Improper assignment of hours over and above limitation per collective bargaining agreement during the spring 2012 semester.”

September 21, 2012

11. The PSC hereby withdraws with prejudice the following matters pending at Step One of the grievance process:

Grievance Description

Step One Dated

re: Carlos Abad “and all others similarly situated,” The College of Staten Island.  
“Failure and refusal to compensate for teaching assignment in Fall 2010.”

October 12, 2010

re: William Tilley “and all others similarly situated,”  
Queensborough Community College,  
“improper rescission of assignment  
in Fall 2010 semester”

October 12, 2010

12. The PSC hereby agrees to withdraw with prejudice any other outstanding actions, appeals, proceedings, claims, complaints, grievances, or arbitrations pending in any court, administrative agency, or other forum or tribunal, and further agrees not to initiate any action, appeal, proceeding, claim, complaint, grievance, or arbitration in any court, administrative agency, or other forum or tribunal against CUNY, any of its constituent units, or any of their officers, employees, or agents regarding issues that pertain to assignments in excess of the maximum hours defined in Article 15.2a (adjunct overloads) of the 2007-2010 Collective Bargaining Agreement or any successor agreement for any period preceding the date this letter agreement is fully executed by the parties.

13. The PSC hereby authorizes the University to allocate up to 200 adjunct overload waivers per semester (starting with the Spring 2013 semester) among the various units of the University to use for emergencies or other staffing exigencies, as the University deems appropriate, with no more than twenty at one college per semester. In no case shall more than 200 such waivers be granted per semester, University-wide. Waivers unused in one semester shall not be carried over to subsequent semesters. The PSC waives any and all present and future claims to eligibility for full-time status or pay based upon adjunct service under waivers granted pursuant to this paragraph.

14. The parties understand that to the extent grievances pertaining to adjunct overloads--*i.e.*, to assignments in excess of the maximum hours defined in section 15.2a of the 2007-2010 PSC-CUNY Collective Bargaining Agreement--are settled by assigning an adjunct a prospective course(s), which results in a workload assignment in excess of the limitations in section 15.2a, such assignments will not be counted against the 200 per semester waiver allocations granted pursuant to paragraph 13 above.
15. The parties agree to institutionalize and make permanent the provisions set forth below, which modify limits on contact hours per semester set forth in Article 15.2a of the 2007-2010 PSC-CUNY Collective Bargaining Agreement or any successor agreement and which have been the subjects of prior side agreements between the parties. Nothing herein in any way modifies any other provision of Article 15.2. The PSC waives any and all present and future claims to eligibility for full-time status or pay based upon adjunct service under the provisions set forth below.
- American Sign Language - Persons in adjunct titles who are employed to teach American Sign Language courses at The City University of New York will be permitted to teach a maximum of two courses totaling not more than twelve (12) contact hours per week at any one unit of the University during the Fall and Spring semesters. Such persons shall not be permitted to teach any additional courses at any other unit of the University during any semester when they are teaching American Sign Language courses totaling more than nine (9) hours at one unit.
  - Clinical Nurses - Persons in adjunct titles who are employed to teach clinical nursing courses at The City University of New York will be permitted to teach a maximum of twelve (12) contact hours per week at any one unit of the University during the Fall and Spring semesters. Such persons shall not be permitted to teach any additional courses at any other unit of the University during any semester when they are teaching clinical nursing courses of more than nine (9) hours at any one unit.
  - Intersession Basic Skills Immersion Program - Effective for the periods between January 1 and the beginning of each Spring semester, persons in adjunct titles who teach courses in the Intersession Basic Skills Immersion Program may be assigned up to one such course at one of the units of The City University of New York in excess of the limitations established by Article 15.2.
  - Winter Session (at other than Kingsborough and LaGuardia Community Colleges) - A person appointed to an adjunct title, excluding Graduate Assistants, shall not be assigned a total of more than eight (8) classroom contact hours during a winter session. Classroom contact hours during a winter session will not be counted toward the adjunct's workload in either the preceding Fall semester or the subsequent Spring semester.
  - Kingsborough and LaGuardia Winter Sessions - A person appointed to an adjunct title, excluding Graduate Assistants, shall not be assigned a total of more than nine (9) classroom contact hours during the Fall Session B at Kingsborough Community College or the Fall Semester--Session II at LaGuardia Community College. In addition, such

adjunct, assigned (9) classroom contact hours at one of these two community colleges, may be employed to teach a maximum of one course of not more than six (6) hours during the above-referenced sessions at the other community college. Classroom contact hours during the Fall Session B or Fall Semester-Session II will not be counted toward the adjunct's workload in either the preceding Fall semester or the subsequent Spring semester.

16. Effective July 1, 2013, the University will make a one-time cash contribution of \$250,000 to the Adjunct Professional Development Fund established in Article 33.6 of the 2007-2010 PSC-CUNY Collective Bargaining Agreement.

17. The PSC agrees that the cash amounts set forth below will be set aside from future collective bargaining agreement(s) toward the cost of adjunct health insurance coverage :

<u>Effective Date</u>	<u>Amount</u>
July 1, 2015	\$800,000
July 1, 2016	\$1,050,000

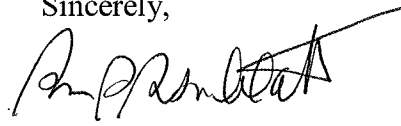
18. Effective the first day of the Fall 2013 semester, adjuncts in the CUNY Graduate School of Journalism and in the Executive Programs in the Zicklin School of Business at Baruch College will be compensated using the same salary ranges as are used for CUNY School of Law adjunct titles.

19. CUNY will have up to 180 calendar days from the date this letter agreement is fully executed by the parties to determine whether to transfer the active members of the Executive Compensation Plan ("ECP"), or a subset thereof (delineated by title), from the PSC-CUNY Welfare Fund to the City Management Benefits Fund or another fund. If CUNY elects to transfer ECP employees, they will be transferred no later than 365 calendar days from the date this letter agreement is fully executed by the parties or by September 1, 2014, whichever is later, at which time CUNY will commence contributing \$250,000 per annum, in addition to the applicable contractual per capita contributions, to the PSC-CUNY Welfare Fund, paid on a pro-rated monthly basis. It is understood and agreed that to the extent that ECP employees remain in the PSC-CUNY Welfare Fund, the Welfare Fund shall provide the same benefits to active ECP employees as it provides to other full-time active employees and the same benefits to retired ECP employees as it provides to other full-time retired employees, except as provided by prior agreement(s) between the parties.

20. In the event that CUNY exercises the option established in paragraph 19 to transfer some or all active members of the ECP out of the PSC-CUNY Welfare Fund, the PSC-CUNY Welfare Fund Trust Indenture Article I paragraphs (4) and (5) will be amended as indicated in Attachment "A." Furthermore, if such change is made, the parties will jointly recommend to the PSC-CUNY Welfare Fund Board of Trustees that the Board rename the Fund to reflect this change.

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

4/24/13  
Date