MEMBERS TO VOTE ON CONTRACT

In this special issue of Clarion, the union presents to the members a pathbreaking proposed equity contract that substantially raises wages for adjunct instructors and lifts pay for some of CUNY’s lowest-paid titles. It is a complicated agreement that came together after nearly two years of bargaining, direct action and lobbying. Every member should take time and review what this proposed agreement means – and then cast their vote.

BARGAINING TEAM
Reflections from the front line
The PSC’s bargaining team – made up of activists from around the CUNY system – worked tirelessly to promote the union’s agenda at the negotiating table.

CONTRACT
The MOA, spelled out
The tentative agreement includes across-the-board raises and equity raises for adjuncts, CLTs and other titles. Here’s the document in full.

ACTIVISM
Uniting to win raises
Since the expiration of the last contract in Fall 2017, the PSC has held marches, speak-outs, lobbying days and acts of civil disobedience to push for a fair contract.

DEBATES
Deal goes to the membership
After a Special Delegate Assembly – and lots of debate – the union’s elected representatives voted to send the tentative agreement to the members for a vote.
Salaries of teaching adjuncts will increase significantly if the proposed contract is approved and ratified, with minimum pay reaching $5,500 after three years of service by each of the first four years of the contract, as just as all other salaries will be raised. The raises following the first one will be compounded.

2. PAID OFFICE HOURS: 2020, STARTING NEXT SEMESTER

One of the breakthroughs of the proposed contract is that it recognizes the professionalism of CUNY adjuncts and their commitment to students.

The big jump in adjunct pay comes at the start of the Fall 2022 semester, when the current salary steps within teaching adjunct titles will be replaced by a single rate. The new single rate for the Adjunct Professor title (except adjuncts in the special circumstances explained below) will see their pay raised to a new hourly rate, based on a single pay rate for each title. The new rates for a three-credit course for both adjunct faculty and full-timers on overloads will be:

- Adjunct Lecturer: $5,500 ($91,67 per hour)
- Adjunct Assistant Professor: $6,000 ($100.00 per hour)
- Adjunct Associate Professor: $6,300 ($108.33 per hour)
- Adjunct Professor: $6,875 ($121.50 per hour)

By introducing the new single rates, the union was able to build a second major raise into adjunct faculty salaries, beyond the increase through paid office hours. The single rates also allowed us to structure the raises so that the largest increase applies to the lowest-paid adjuncts in the Adjunct Lecturer HEO category, 70% of adjuncts are concentrated.

Three classroom contact hours at a per hour)

fcr Instructional Development hours (EDC). The new 3 classroom contact hours at a EDC will be paid at the new per hour rate. These adjuncts will receive the single rate for their title. Their pay will continue to be calculated based on the number of hours worked, including office hours, multiplied by their “red-circled” hourly rate of pay.

The big jump in adjunct pay rates will begin next semester. Starting in the Spring 2020 semester, every adjunct (and full-timer on overload) who teaches a course of at least three credit hours will be responsible for and paid at their full hourly rate for formal office hours.

For an adjunct currently teaching a three-credit course who does not now receive any paid professional hours, this change will mean an increase of 33%, on top of the across-the-board increases of 2018 and 2019. Part-time adjuncts who are currently being paid for professional hours, the increase will be less dramatic, but still significant.

THE PROFESSIONAL DEVELOPMENT HOURS

- Adjuncts in certain professional schools within CUNY – at the Law School, Medical School, Graduate School of Journalism and Executive Education – will receive more than 2 hours of professional development hours.

The introduction of paid office hours will boost adjunct pay in Spring 2020 and will mean that every CUNY course of three or more credit hours will come with compensation for work adjuncts are doing meeting individually with students outside of class.

Starting with the Spring 2020 semester, the current provision for adjunct professional hours will be replaced by a new provision for office hours.

Teaching adjuncts and those on overload whose total teaching load at a single college is 1 or more but fewer than 3 contact teaching hours will be paid for 2 professional hours per semester at the full hourly rate, to be used for required trainings, professional development, etc. as described above.

With agreement by the PSC, professional development hours may be designated for adjuncts with more than 3 contact teaching hours.

Adjuncts teaching fewer than 3 classroom contact hours at a single college will not be paid for professional development hours at that college, but those teaching at least 1 credit hour will be paid for and responsible for professional development hours.

No givebacks

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1. **IF THE PROPOSED CONTRACT IS RATIFIED, HOW MUCH WOULD MY SALARY INCREASE?**

Salary and hourly rates would increase by 10.41% by the end of the contract, through five 2% increases, compounded.

The 12,000 teaching adjuncts and the 3,000 full-time employees in certain lower-paid positions will receive additional increases based on the principles of equity and lifting the salary floor for all.

Those in teaching adjunct and hourly professorial titles will see a substantial additional increase in pay at the start of next semester, when they will begin to be responsible for and paid for weekly office hours. In general, these titles will not see the last 2%, because they will be advanced to a new hourly rate based on a single rate of pay per course per title on August 25, 2022, the first day of the Fall 2022 semester. (See Sections II through IV of the Memorandum of Agreement.) The proposed agreement also includes equity increases in salary rates for 3,000 employees in lower-paid full-time titles (CLT titles, Assistant to HEQ, and Lecturer and related titles). See below.

2. **IF THERE ANY RETROACTIVE PAY IN THE PROPOSED AGREEMENT?**

Yes, and we had to push hard to win it. CUNY management’s initial offer included no back pay and a delay of more than a year and a half before any increases would be paid, but the PSC refused to accept a contract without retroactive increases for 2018 and 2019.

After intense negotiations, we won an agreement that includes an increase in every year of the contract and retroactive increases for everyone represented by the PSC who was on payroll as of October 23, 2019, including those who have since retired or left CUNY.

Back pay is the difference between what you were actually paid and what you would have been paid if the new higher rates had been in place at the time. As an example, for someone earning a salary of $50,000 and on payroll for both increases, back pay will be between $1,500 and $2,000, depending on when it is paid. Back pay is taxed and is subject to the same payroll deductions as your regular paycheck. Some members may want to consult a tax professional for more information about the income tax implications.

3. **IF THE CONTRACT IS RATIFIED, WHEN WOULD I ACTUALLY GET MY HIGHER PAY AND BACK PAY?**

I HEAR THERE WAS A LONG DELAY FOR DC37 MEMBERS AT CUNY.

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4. **WHAT IS THE SIGNIFICANCE OF NEW LANGUAGE ON OBSERVATIONS OF ONLINE CLASSES?**

It represents the first-ever language in our contract addressing online teaching. That is a significant gain, because the CUNY administration has expressed an interest in expanding online instruction, and the rights of CUNY faculty must be maintained.

The new provision in the contract on the availability of substantial new funds or partially online courses states that it aims to “replicate as closely as possible the observation practices” already included in the contract. The instructor will be given no less than 24 hours’ notice of the observation. The observer is to be given limited access to the teaching platform, and the observer’s access to the platform has “guest” access. The new provision outlines procedures for observations of different kinds of classes using distance learning, but in general, the observer’s access to the platform has a time limit, and there is a limit to the portion of the course’s activities that may be referenced in the post-observation memorandum.

5. **ARE WE ABLE TO NEGOTIATE ANY SOLUTIONS TO THE DIFFICULTIES WITH THE HEO SALARY DIFFERENTIAL?**

Yes. Supplementary funds will be provided to each college to eliminate budgetary reasons for being unable to approve differentials for eligible employees. For each year of the contract, contracts will be available to each college based upon the number of HEOs who are eligible for the differential at that college. Given the availability of substantial new funds, we hope that there will be an increase in applications and an increase in differentials awarded.

Additionally, all applications may be submitted and approved at any time of the year, and not just every October 15, to be timely for final approval to be made at least twice a year. HEOs who submit their application to HR by January 1 will be eligible for a HEO increase. The President’s decision no later than June 30. Those who submit applications by July 1 shall receive notification of the President’s decision no later than January 15.

6. **WHAT ABOUT PAID FAMILY LEAVE?**

Paid family leave, an initiative introduced by New York State in 2018, allows public-sector unions and their members to work with their collective bargaining teams to develop a program to provide up to 12 weeks per year of partially paid leave for care of a new child or an ill family member. Under the program, both full-time and part-time faculty and staff would be entitled to take paid time off to work with a parent’s medical appointments, bond with a new child, take care of an ill spouse or provide other family care.

As part of the proposed contract, the PSC and CUNY management have agreed to work together to try to implement paid family leave. Implementing the program entails contracting with a private insurance vendor, and that process has been slower than anticipated. The program would be funded by modest mandatory payroll deductions, and the rights to a CUNY faculty member are maintained.

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Bargaining team reflects on proposal

Nearly two years of talks

By CLARION STAFF

The members of the PSC’s bargaining team had to be able to work long nights and weekends. They agonized over charts and analyzed complicated economic issues volleyed between management and labor. They spent hours pressing the union’s case to an often-intransigent management-side bargaining team.

Charged with the goal of face-to-face negotiations with CUNY, the PSC bargaining team, made up of members from the PSC’s Executive Council, had the task of pushing the union’s ambitious demands.

Since the previous contract expired in November 2017, the bargaining team has worked to tackle the historical suppression of faculty and staff pay, the threadbare adjunct faculty endure and the need for providing equity increases to college laboratory technicians and other titles at the lower end of the salary spectrum.

The members of the bargaining team debated and examined all of the complicated aspects of this tentative collective bargaining agreement. The team voted to recommend the contract to the Executive Council, which sent the MOA to the delegates, who voted to send it to the membership for ratification.

With membership voting on a groundbreaking tentative agreement that substantially lifts pay for adjunct faculty, members of the bargaining team reflect on the long process and what the union managed to win.

OFFICE HOURS

I was an adjunct for 17 years, and while we were not able to win the maximum demand of $7,000 per course for adjunct instructors, this agreement significantly advances the replacement of every single adjunct in the bargaining unit, with the lowest-paid faculty receiving a 7% boost in their pay over the next three years.

The new minimum of $5,500 for a 3-credit course is up from the current minimum of $1,222. While the new flat rates will be applied in 2022, there are significant gains along the way: by getting compensation for previously uncompensated labor in the form of office hours, adjuncts will begin to see substantial increases in their paychecks beginning next semester. Someone teaching one 3-credit course will see a 39 percent increase starting in the Spring 2020 semester (2% - 2 compounded + one office hour).

Going forward, every raise will include the increased hours. This was no easy achievement. CUNY has relied on a good deal of free labor for decades now, and changing that took a great amount of persistence and creativity. I believe this creates a model that other academic unions will use in their bargaining. It should be added that important advances in equity were achieved elsewhere in the contract as well for CLTs, HEOS, Lecturers, All this was achieved without taking from other units of the bargaining team.

Michael Batson
EXECUTIVE COUNCIL, SENIOR COLLEGES
COLLEGE OF STATE AT LAND

FT FACULTY WIN

Our priority was to improve the wages of our lowest-paid members, but not at the expense of full-time faculty. We rejected CUNY’s demand to generate equity money by hollowing out the raises full-time faculty should expect. Our commitment was to enhance total funding, not merely redistribute a modest economic “pattern.” Sticking to this position allowed the bargaining team to achieve equity gains while also providing full-timers with raises that keep pace with inflation, including back pay in each of the two years in which we worked on an expired contract, and equity increases for our lowest-paid full-timers, the lecturers.

James Davis
EXECUTIVE COUNCIL, SENIOR COLLEGES
BROOKLYN COLLEGE

STRUCTURAL CHANGE

We have taken a huge step toward eliminating an entire tier of doctoral students—those who lack stable funding and access to health insurance (NYSHIP), a group of graduate “sometime-employees.” CUNY has committed money to provide health insurance for this entire group and we will work with the Graduate Center to construct an employment system that will allow them consistent access to the funds. This will require some work— and organizing—to commit, but when we are done, this highly exploited class will be eliminated.

We have also gained tuition remission for those doctoral students in the PSC bargaining unit during their sixth and seventh years, where before they had to pay $2,700 annually. In the past, just as a doctoral student was focusing in earnest on her dissertation, she had to adjunct an additional course just to maintain access to the building. This will no longer be the case, and among the many results, the time to a degree is very likely to improve.

We also made an important language change that enables doctoral students to work as Graduate Assistants for a total of seven years, where before the maximum was five. And we corrected an imbalance in the Graduate Assistant B workload.

Doctoral students who have a standard five-year funding package (which includes a stipend) and who adjunct for their full workload will bring in approximately $50,000 annually. This is an amount of money that enables those from working-class backgrounds to obtain a PhD without accruing debt. It is a substantial improvement over current conditions, and we achieved it even while making a huge step toward altogether eliminating the bottom tier of graduate “sometime-employees.”

Luke Elliott-Negri
EXECUTIVE COUNCIL, UNIVERSITY-WIDE
GRADUATE CENTER

BIG GAINS FOR STAFF TITLES

We were able to improve funding for differential awards for HEOS. For the college laboratory techni- cians, one of the lowest paid constituencies in the union, this MOA added more pay on their line. The Assistant to HEOS, that which has a high concentration of women and people of color, needed some attention, and the MOA adds money for that line.

In addition to the economic gains of 10.4% plus more for HEOS, we won an important separate agreement: a joint PSC and CUNY campaign against workplace bullying.

Iris Delutro
VP OF CROSS-CAMPUS UNITS
SCHOOL OF LABOR AND URBAN STUDIES

CONTRACT PRIDE

This contract significantly improves adjunct pay—CUNY acknowledges that adjuncts do hold up half the sky—and addresses equity issues for our members and nonmembers alike: join the union if you have not done so! For me, the bargaining team was a role model for how to move forward in a post-Jemezera and of what we can accomplish when we keep the eyes on the prize: thoughtful dialogue, solidarity across titles, organizing and persistence makes a union strong.

A lot more of that on all our campuses will make us unstoppable. There is much more to win, but we have achieved a solid foundation that we can continue to build on.

Blanca Vázquez
VP OF COMMUNITY COLLEGES
LAGUARDIA COMMUNITY COLLEGE

What characterized the bargaining of this contract compared to the prior one was the challenge of meeting our priority of raising adjunct salaries without allowing management to turn this into a zero-sum game: if adjuncts win, full-time faculty and staff have to lose. The team worked really hard to find a way to raise adjunct salaries without diminishing the raises of other full-time faculty and staff. What allowed us to be successful was the educational and political work that the union did over a period of several years.

I am very happy the contract is settled and I hope that it will be approved by the membership. I am proud that we did not make any concessions. In a period marked by austerity, we made some important gains.

Lorraine Cohen
VP OF CROSS-CAMPUS UNITS
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WHAT CHANGED

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Memorandum of Agreement for a Successor Collective Bargaining Agreement Between The City University of New York and The Professional Staff Congress/CUNY

THE AGREEMENT

I. TERM:
12/01/2017-02/28/2023 (6-months)

II. ACROSS-THE-BOARD WAGE INCREASES:
A. The following increases shall apply on the dates listed below, except as modified in II.B. below:
   - 11/01/2018 – 2%
   - 10/31/2019 – 2% compounded
   - 11/15/2020 – 2% compounded
   - 11/15/2021 – 2% compounded
   - 11/01/2022 – 2% compounded*

*B. The 11/01/2022 2% wage increase does not apply to teaching adjunct series title and hourly professional salary schedules – which salary schedules receive increases specified in IV below – except as follows:

The 11/01/2022 2% wage increase shall apply to the hourly rates for teaching adjuncts in Medical series titles, Law School series titles, Resident series titles, Graduate School of Journalism series titles and Executive Programs in the Zicklin School of Business at Baruch College series titles, whose compensation model will continue consistent with past practices and the collective bargaining agreement.

C.1. The 11/01/2022 2% wage increase shall apply to the hourly rates for all non-teaching adjuncts, adjunct CLTs and CETs, including those in the schools and programs named in paragraph II B. above.

2. The 11/01/2022 2% wage increase shall also apply to the hourly rates for individuals employed in the teaching adjunct titles specified in paragraph IV below whose hourly rate of pay as of 08/25/2022, as a result of previous CUNY employment as a teaching adjunct, exceeds the hourly rate of pay resulting from the application of a single rate of pay for their title effective 08/25/2022, as specified in paragraph IV below.

D. As of 08/25/2022, Article 24.2 (b) will not apply to teaching adjuncts.

III. ADDITIONAL TEACHING ADJUNCT PAY:
1. Effective the start of the Spring 2020 semester, employees in the teaching adjunct series titles who have teaching adjunct contracts in a specified timeframe. The hours are to be spent on campus – unless the course is conducted entirely or partially through distance learning, in which case the office hours are to be conducted in a manner consistent with a corresponding – and are to be formalized as directed by the department chair. The hours are to be spent engaged in available for student contact, except that the colleges may direct that up to three (3) office hours per semester – or up to six (6) per semester for those who are teaching in schools that have paid for more than 15 office hours – be used for required trainings (e.g., Workplace Violence Prevention, Sexual Harassment Prevention, You Have a Right to Know, etc.), for professional development, for attendance at college orientation sessions, for meetings with the union pursuant to Section 208.4(b) of the NYS Civil Service Law, which must be conducted individually or in a group, as agreed to with the PSC, or as otherwise directed by the colleges.

2. Allocation of paid office hours per college:
   A total of fewer than 3 classroom contact hours: 6 paid office hours
   3 or more but fewer than 7 classroom contact hours: 15 paid office hours/semester
   6 or more but fewer than 9 classroom contact hours: 30 paid office hours/semester
   9 or more classroom contact hours: 45 paid office hours/semester

3. Consistent with Article 15.2 (a), paid office hours will be capped at 45 per semester at any one college. If an adjunct teaches at two colleges, paid office hours will be capped at 45 at the first college and 30 at the second college.

4. Allocation of paid professional hours per college for teaching adjuncts assigned to teach one or more but fewer than 3 classroom contact hours in a single college: two (2) paid professional hours/semester to be used for required trainings (e.g., Workplace Violence Prevention, Sexual Harassment Prevention, You Have a Right to Know, etc.), for professional development, for attendance at college orientation sessions; for meetings with the union pursuant to Section 208.4 (b) of the NYS Civil Service Law, which may be conducted individually or in a group, as agreed to with the PSC, or as otherwise directed by the colleges.

5. Full-time employees who teach a course that represents an overload assignment and for which they are paid at the applicable hourly professional rate, which corresponds to the teaching adjunct rate as set forth in paragraph II B. above and in paragraph IV below, will be responsible for and paid at the applicable professional rate for the office hours specified above (paragraph 4. above) in addition to any office hours for which they are normally responsible as part of their full-time assignment.

6. Effective at the start of the Spring 2020 semester, the current language of Article 15.2 (b) will be replaced with the following sentence: “It is understood that paid office hours and paid professional hours for adjuncts shall not be counted toward the maximum adjunct teaching hours in section 15.2 of this Agreement.”

IV. ADJUSTMENT TO ADJUNCT SALARY STEPS:
1. Effective at the start of the Fall 2021 semester (e.g., August 25, 2021), the salary steps in teaching adjunct titles, except Medical series titles and Resident series titles, shall be eliminated and replaced with a single hourly rate. Individuals employed in teaching adjunct titles who receive the final 2% raise on 11/01/2022 shall be paid as specified in paragraph H.C.2. above, not at the single rates established below.

2. Effective August 25, 2021, hourly rates shall be as follows:

Adjunct Lecturer and related titles (Adjunct Lecturer (H), Adjunct Lecturer Doctoral & Instructor (H): $91.47 per hour ($5,500 per semester for a three-contact hour course)

Adjunct Assistant Professor and Adjunct Assistant Professor (H): $100.00 per hour ($6,000 per semester for a three-contact hour course)

Adjunct Associate Professor and Adjunct Associate Professor (H): $108.33 per hour ($6,500 per semester for a three-contact hour course)

Adjunct Professor and Adjunct Professor (H): $112.50 per hour ($6,750 per semester for a three-contact hour course)

The PSC will withdraw the section of PERB charge U-36/19 relating to the pay rate for Section 208.4 (b) meetings.

HEALTH SAVINGS AND WELFARE FUND CONTRIBUTIONS:
The June 28, 2018, and August 31, 2018, letter agreements between the City of New York and the Municipal Labor Committee regarding health savings and welfare fund contributions pertain to CUNY and the PSC and are attached (Attachment 1). Article 26 will be amended to include the per capita contributions provided in the MLC letter agreements.

Effective February 28, 2023, Article 26 will also be amended to provide that the annual per capita contribution to the PSC-CUNY Welfare Fund on behalf of active and retired full-time employees will be increased by $35, and on behalf of eligible active part-time employees by the pro-rated amount: $25.

COLLEGE LABORATORY TECHNICIAN TITLE SERIES SALARY SCHEDULE (ARTICLE 24.6):
Effective January 1, 2020, each step on the College Laboratory Technician salary schedule shall be increased by $2,500.

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Effective January 1, 2020, each step on the College Laboratory Technician salary schedule shall be increased by $1,500.

ASSISTANT TO HIGHER EDUCATION OFFICER SALARY SCHEDULE (ARTICLE 24.6):
Effective April 1, 2021, each step on the Lecturer, Visiting Lecturer and Lecturer Doctoral Schedule, CLIP Instructor and CUNY Start Instructor salary schedules shall be increased by $1,500.

NEW YORK STATE PAID FAMILY LEAVE:
The parties agree to enter into a new subsection (c) as follows:

Eligible employees who submit completed applications to the college HR office by January 1 of each year shall receive notification of the President’s decision no later than the following June 30. Eligible employees who submit completed applications to the college HR office by July 1 of each year shall receive notification of the President’s decision no later than the following January 15.

PAYMENT FOR DEFINED PROJECTS THROUGH STIPENDS:
The parties agree to a pilot program as follows: In addition to the existing ability of the colleges and the University to grant reassigned time or make payment on an hourly basis, the parties agree to enter into a pilot program that will give the colleges and the University the discretion to pay faculty via stipends for work on certain defined projects that are not part of the employee’s normal responsibilities and that include a specific deliverable in a specified timeframe. The terms of this pilot program are as follows:

● The pilot program governing stipends will be for five academic years, beginning with the 2019-2020 academic year through the end of the 2023-2024 academic year.
● Eligibility for stipends will be limited to full-time faculty members who are on the regular University payroll and who have a continuing CUNY appointment.
● Stipends may not exceed $10,000 per project.
● Stipends will be taxable, permissible and subject to normal payroll deductions.

Funds available January 1, 2020, shall be apportioned to each college on January 1, 2020, based upon the number of Assistant to HEOs, HEO Assistant to Higher Education Officer salary schedules that have been paid for these hours at their full hourly rate.

The parties agree to a sustainable program as follows:

AMEND Article 22.5 by adding a new subsection (c) as follows:

Eligible employees who submit completed applications to the college HR office by January 1 of each year shall receive notification of the President’s decision no later than the following June 30. Eligible employees who submit completed applications to the college HR office by July 1 of each year shall receive notification of the President’s decision no later than the following January 15.

G. Funds available January 1, 2020, shall be apportioned to each college on January 1, 2020, based upon the number of Assistant to HEOs, HEO Assistant to Higher Education Officer salary schedules that have been paid for these hours at their full hourly rate.

It is understood that the decision as to how many, if any, assignment differentials to award to any year remains discretionary with the colleges. The colleges will track the number of differentials awarded, and the University will report annually to the PSC on the amounts of reimbursements awarded to each college and the number of differentials awarded by each college. Prior to February 1, 2023, the parties will meet to discuss continuation of the pilot and/or the use of any remaining funds.

AMEND Article 22.5 by adding a new subsection (c) as follows:

Eligible employees who submit completed applications to the college HR office by January 1 of each year shall receive notification of the President’s decision no later than the following June 30. The parties agree to enter into a new subsection (c) as follows:

PAYMENT FOR DEFINED PROJECTS THROUGH STIPENDS:
The parties agree to a pilot program as follows: In addition to the existing ability of the colleges and the University to grant reassigned time or make payment on an hourly basis, the parties agree to enter into a pilot program that will give the colleges and the University the discretion to pay faculty via stipends for work on certain defined projects that are not part of the employee’s normal responsibilities and that include a specific deliverable in a specified timeframe. The terms of this pilot program are as follows:

● The pilot program governing stipends will be for five academic years, beginning with the 2019-2020 academic year through the end of the 2023-2024 academic year.
● Eligibility for stipends will be limited to full-time faculty members who are on the regular University payroll and who have a continuing CUNY appointment.
● Stipends may not exceed $10,000 per project.
● Stipends will be taxable, permissible and subject to normal payroll deductions.

Continued on page 8
October 2017 | Voting on demands
Union delegates vigorously debated and eventually voted overwhelmingly to approve an ambitious set of demands for the PSC bargaining team that focused on raising adjunct pay and reaching fair salaries across the board.

December 2017 | Baruch College protest
Members marched from the Graduate Center to the CUNY Board of Trustees hearing at Baruch College as the previous contract with CUNY expired.

June 2018 | Board of Trustees
Members said clearly: adjunct instructors are full-time teachers with part-time pay.

September 2018 | Thompson protest
The union descended on the Financial District office of CUNY Board of Trustees Chair William Thompson to demand a fair contract.
December 2018 | Civil disobedience
More than a dozen union members were arrested for blocking the Baruch College entrance during a Board of Trustees hearing. The PSC protested the BOT’s lack of action on demands for state funding.

January 2019 | Board of Trustees protests
Students joined PSC members to demand that the Board of Trustees tell the state it must address its chronic underfunding of CUNY.

March 2019 | Bargaining intensifies
The bargaining team discussed progress in the ongoing contract talks with CUNY.

May/June 2019 | Graduation
Students and their families showed solidarity with faculty and staff, demanding a fair contract during Spring graduation ceremonies throughout the CUNY system. Many graduates wore PSC stickers on their caps and gowns.
Memorandum of Agreement

Continued from page 5

The amount of stipend pay will be determined by the scope and complexity of the project, not by the title or underlying salary of the recipient. It is understood that stipends will be awarded for projects that are not part of the faculty member's normal workload or responsibilities.

Stipends will be paid for work on defined projects deliverable within a specified time frame, as long as the stipend is paid a stipend must be completed within a defined period of time that may not exceed one year.

A letter specifying the terms of the stipend must be signed by both the faculty member and the President's designate.

Projects for which stipends are paid will be limited to: University or college strategic initiatives, course development as part of a University or college initiative, and leadership roles in accreditation processes.

No stipend may be less than $500. Work requiring payment below $500 will continue to be paid at the appropriate non-teaching adjunct rate.

Except to the extent, if any, that a stipend is awarded at the rate of $100 per hour or less, if the stipend amount is less than $10,000, that a stipend is awarded to someone who is not a full-time faculty member, that a stipend is awarded for a project that will exceed one year or is being used to replace reassigned time that is normally allocated for administrative leadership of departments, programs or schools, or that a college fails to pay a agreed-upon stipend, all decisions regarding stipends, including, but not limited to, assignments covered by the scope of the individual to whom the stipend is awarded, shall remain discretionary with the college and or University and are not subject to the provisions of Article 15.1 (f).

The Colleges will track the stipends awarded each year of the pilot, and the Universities' office of Academic Affairs will provide the data at the conclusion of the summer annual leave period at the end of each academic year.

Ownership of any copyright in work paid for in accordance with this agreement shall be as follows: 1. If the work consists of creating scholarly or pedagogical work such as instructional materials, classroom presentations, curricula, etc., then the faculty member shall own any copyright.

2. If the work is other than creative scholarly or pedagogical work, for example if the work consists of creating personnel manuals, written policies, administrative handbooks, etc., then the University shall own any copyright.

EDUCATIONAL TECHNOLOGY:

2. If the work consists of creating scholarly or pedagogical work such as instructional materials, classroom presentations, curricula, etc., then the faculty member shall own any copyright.

Expanded Access to the New York State Health Insurance Program for Graduate Employees

The University will make available up to $700,000 to enable doctoral students in their first five years of enrollment in a Ph.D. program who were not previously credited in the New York State Health Insurance Program (NYSHP) and who have been admitted to a Ph.D. program on a tuition-only basis to receive health insurance through the New York State Health Insurance Program to the extent that such students are appointed to titles with the PSC. The third paragraph of Article 11.2 as amended effective July 1, 2020, $200,000 effective February 1, 2021, and $150,000 effective July 1, 2021. A labor/management committee will be established no later than December 1, 2018, to discuss implementation of expanded access to the New York State Health Insurance Program for graduate employees.

GRADUATE EMPLOYEE ISSUES LABOR/MANAGE-

MENT COMMITTEE:

The Committee established to discuss implementation of NYSHIP will also explore considerations of graduate employee teaching service as qualifying service for multi-year adjunct appointments for at least five years, subject to the comprehensive review and assessment referenced in paragraph “a” below. Up to three year appointments for a Ph.D. program and multi-year appointments for a Ph.D. program shall be made available as follows: $175,000 effective July 1, 2020, $200,000 effective February 1, 2021, and $150,000 effective July 1, 2021. A labor/management committee will be established no later than December 1, 2018, to discuss implementation of expanded access to the New York State Health Insurance Program for graduate employees.
or she is employed. In no instance shall such extensions be granted for more than two additional semesters. Appointments may be for less than one year.

Graduate Assistant B workload:

AMEND the second sentence of Article 13.3, Section “Graduate Assistant B,” as follows:

If a Graduate Assistant B also holds an adjunct or other hourly position, his or her total assignment may not exceed 270 contact hours or 450 hours of non-teaching assignment during the work year.

Graduate employee tuition waivers:

Effective with the start of the Spring 2020 semester, tuition at the Doctor of Philosophy Level 3 Resident rate shall be waived for up to four additional semesters (normally, years 6 and 7 of enrollment) for students who have completed 6 semesters of enrollment in a Doctor of Philosophy program and who are employed in a title recognized under Article 1 of the Collective Bargaining Agreement. Students who meet these conditions shall be eligible for tuition waiver who: are at a higher rate than the Doctor of Philosophy Level 3 Resident rate shall have the portion of their tuition equal to the sum of the Doctor of Philosophy Level 3 Resident rate waived under the terms stated herein.

Non-teaching adjuncts and adjunct CLTs, professional development:

AMEND Article 33.5(d) on the HEO/CLT Professional Development Fund as follows:

Full-time employees in Higher Education Office Series and College Laboratory Technician Series shall be eligible to apply for professional development grants as set forth herein.

Employees in College Laboratory Technician titles and Non-Teaching Adjunct titles will also be eligible to apply for funds, should they be working an average of 10 or more hours per week during the semester in which application is made and have worked an average of 10 or more hours per week for 4 consecutive semesters (not including summer sessions) immediately preceding the semester in which application is made, and have not previously applied for funds, they will be reviewed on the standard application form. The application will explain how the professional development activity is related to their employee’s position as a member of the faculty and to the employee’s own professional development.

Research accounts for department chairs:

AMEND Article 25 by including the following as 25.6 and renumbering the current 25.6 as 25.7.

Effective February 1, 2021, the University will establish a research account at the CUNY Research Foundation for each department chair and Graduate Center executive officer represented by the CUNY. The University will deposit $1,750 in the research account of each department chair and Graduate Center executive officer on February 1, 2021, and $3,750 on September 1, 2021, and on or before September 1 every year thereafter. The account is to be used to further the scholarly and/or creative activities of the department chair or executive officer and will be governed by the same guidelines that apply to the CUNY Research Foundation Awards Program. Unused funds may be rolled over from one year to the next.

HEO/CLT Professional Development Fund:

AMEND the first paragraph of Article 33.5 of the collective bargaining agreement as follows:

Effective January 1, 2020, the annual sum of $49,500 will be deducted from the HEO/CLT Professional Development Fund per the following rules:

1. In a fully online asynchronous course (that is, a course conducted entirely online using both synchronous and asynchronous instruction), the teaching observation shall take place according to the procedures for a fully online synchronous course, as specified above. If a classroom setting, the observation shall normally be conducted by the course instructor, and with the consent of the Department Chairperson, the teaching observation may be conducted as it would be for a fully online asynchronous course, as specified above.

2. In a hybrid or blended course (that is, a course in which some face-to-face classroom periods are replaced by online instruction or any combination of in-person and online delivery), the following rules shall apply:

a. If at least 50% of the class sessions are conducted in a classroom setting, the observation shall normally take place during a face-to-face classroom period as set forth in Article 18.2 (d). At the request of the instructor, and with the consent of the Department Chairperson, the observation may be conducted during an online class session. In such cases, the observation shall be conducted according to the procedures for a fully online synchronous course or a fully online asynchronous course, as applicable.

b. If fewer than 50% of the class sessions are conducted in a classroom setting, the teaching observation shall be conducted according to the procedures for a fully online synchronous course or a fully online asynchronous course, as applicable.

c. The Department Chairperson may decide that an instructor teaching a hybrid or blended course conduct the teaching observation under this provision has his or her next observation conducted in the other modality used for the course.

Classroom Teaching Observations by Other Departments or Programs:

AMEND Article 18.2 (b) to add a new section, 18.2 (b) 4, as follows:

Effective with the start of the Fall 2019 semester, teaching members of the instructional staff who are assigned to teach a majority of their classes in a department or program other than the one to which they are appointed may be observed by a member of the other department or program, if requested by the chairperson of the department to which the teaching assignment is to be observed. Following such request, if the faculty member to be observed does the majority of his/her teaching in another department or program, the observer will be designated by the chairperson of that department’s panel of observers. If the faculty member to be observed does the majority of his/her teaching in a program, the observer will be designated by the chairperson of the faculty member’s appointing department, in consultation with the director of the program. The observer must be a teaching member of the instructional staff.

All other provisions of 18.2 (b) 2 apply, and all references therein to the “department” shall be understood to mean the department in which the faculty member to be observed is appointed.

Annual Evaluations Involving Other Departments or Programs:

AMEND Article 18.3 (a) to add the following paragraph:

Effective with the 2019-2020 academic year, in the event that a non-tenured instructional staff who, in a given academic year, teach the majority of their classes in a department or program other than the one to which they are appointed increases chairperson or the members of the departmental P&B committee assigned by their chairperson to conduct the annual evaluations from the director of the program or the chairperson of the other department in which the instructional staff members have taught the majority of their classes and may discuss the comments of the director of the program or the chairperson of the other department during the evaluation conference, the following shall be added in reference the discussion in the evaluation memorandum:

Obligation to Pay:

The PSC’s obligation to pay $89.76 million out of this settlement will be rolled forward and will become an obligation to be paid out of the settlement of the successor to this 2017-2023 agreement.

Recognition:

The PSC agrees to Amend Article 1.1 to add “Postdoctoral Fellow” to the list of titles for which the PSC is the exclusive collective negotiating representative, subject to teaching agreement with the appointing department or program. This article will be applicable to this title. It is understood by the parties, however, that employees serving in the title Postdoctoral Fellow on the effective dates of across-the-board increases in paragraph III above shall receive those increases.
ADD "Associate Vice Chancellor" and "Executive Assistant to the Associate Vice Chancellor" to the list of excluded titles.

ADD footnote "J" to the Associate Vice Chancellor title. Footnote "J" shall provide as follows:

Not more than one excluded Executive Assistant per Associate Vice Chancellor and not more than four in total, provided that no incumbent Executive Assistant’s representation status shall be changed.

AMEND footnote "h" to provide as follows:

Not more than two members of the instructional staff in addition to the Dean of Executive Search and Evaluation. Effective January 1, 2020, not more than three members of the instructional staff in addition to the Dean of Executive Search and Evaluation, provided that no incumbent instructional staff’s representation status shall be changed.

UNION DUES AND MEMBERSHIP:

REPLACE Article 4 effective June 28, 2018, as follows:

4.1 CHECK-OFF:
(a) The University shall provide that the pilot check-off under Article 9.10 to provide that the pilot program under Second Ad-
the appropriate college authorities. The employer (or its designee) shall commence in his/her current position.
(b) The right to membership dues shall remain in effect until: 1) the employee is no longer employed by the University at CUNY in a position represented by the PSC; or 2) the PSC notifies the University in writing that it will cease to represent employees at CUNY in a position represented by the PSC; or 3) the employee is no longer employed at CUNY in a position represented by the PSC, the dues check-off authorization card and not otherwise having been revoked by the employee, as provided in this Article 4.
(c) When any employee in a PSC title is promoted to a new title or to a new position, the new position or title shall be subject to the representation status of the employee, as determined by the PSC, unless the employee has revoked the dues check-off authorization.
(d) When an employee in a PSC title returns from an approved leave of absence, with or without pay, or from a layoff, or is reappointed or temporarily appointed in the same or another title represented by the PSC, the dues check-off authorization shall remain in effect until the employee is no longer employed by the University or the employee has revoked the dues check-off authorization, as provided in this Article 4.
(e) When an employee in a PSC title returns from an approved leave of absence, with or without pay, or from a layoff, or is reappointed or temporarily appointed in the same or another title represented by the PSC, the dues check-off authorization shall remain in effect until the employee is no longer employed by the University or the employee has revoked the dues check-off authorization, as provided in this Article 4.

SPECIAL LEAVES FOR CHILDCARE:

The parties agree to update Article 16.8 and will meet and agree on the implementation of New York State Paid Family Leave for that purpose.

SCHEDULING OPTIONS FOR PAID PARENTAL LEAVE:

REPLACE Paragraph 4 of the Letter Agreement on Paid Parental Leave as follows:

AMEND Article 21 as follows:

DISTRIBUTED PREFERENCES:

AMEND Article 24.3 (b) to delete the following sentence:

Salary schedules for Non-teaching Adjunct I - V have been added to Article 24, which contains rates applicable to employees who are remunerated at a rate of 60% of the adjunct or hourly rate.

AMEND the following sentences in Article 24.5 ("Annual Overtime Rates") effective 8/25/2022, as follows:

a. Counseling
b. Professional Library Staff

AMEND Article 23.1 such that effective with the 2019-2020 academic year, the number of positions shall not exceed 300.

AMEND Article 23.3 (a) as follows:

Eligibility: It is the intention of the parties that the funds for fellowship awards shall only be awarded to instructional staff members of the university who are members of the PSC/CUNY Bargaining Unit, provided that such employees are in good standing with the University.

CONTINUING EDUCATION:

Salary increases in the Supplemental Agreement will conform to the terms of this MOA. The parties agree to meet prior to January 1, 2022, to discuss CTEs in the Math Start program who are appointed as full-time CUNY
In addition to the proposed MOA, the PSC-CUNY Welfare Fund has announced new benefit enhancements, the funding for which is subject to legislative body approval.

The enhancements will be effective January 1, 2020. The enhancements will double the frequency of Davis Vision’s vision benefits, introduce new lower copayments for generic drugs, and offer major relief for members with conditions that entail exceptionally high prescription drug costs.

The Department of Labor, the fund expressed our needs of our members before making the decision to enhance benefits. Given the increasing number of contracts negotiated by city municipal unions with New York City and by the PSC welfare fund, and the CUNY, the CUNY and the new CUNY, the trustees determined that the fund will continue to be financially sound and able to enhance benefits.

Barbara Bowen, chair of the PSC-CUNY Welfare Fund, spoke for the trustees when she said, “Thanks to PSC contracts and smart decisions by the Welfare Fund administrators, the Welfare Fund is in a strong financial position and can project continuing financial strength. As trustees, we were able to enhance benefits for the year, and we are now in a position to enhance benefits again to cover needs of members that are currently unmet.”

What follows are brief overviews of the enhancements and improvements. Complete details will follow this letter and will be available on the Welfare Fund website, pscnycuf.org.

VISON BENEFIT
Beginning January 1, 2020, the frequency of the Davis Vision network benefit will be doubled. All plan participants and their eligible dependents will be entitled to a pair of glasses (lenses and frames, or contact lenses, and an ophthalmic examination) once per year (12 months). This annual benefit is available through Davis Vision vendor network contracted by the fund, which includes all licensed optometrists and ophthalmologists with Davis Vision. Service through the Davis network requires no out-of-pocket costs for a broad selection of Davis-branded frames, lenses and contact lenses, and includes coverage for progressive lenses, transition lenses, and other enhancements. Eyeglasses and eye exams purchased outside of the Davis Vision in-network plan are not eligible for this enhancement.

REDUCED GENERIC COPAYS
Beginning January 1, 2020, members in active employment and retirees under 65 enrolled in the PSC-CUNY Welfare Fund Prescription Plan will have a 10% reduction in payment when filling a prescription for a generic drug included in the Welfare Fund-CVS generic copy formulary and when the prescription is filled at a CVS pharmacy or through the CVS mail program. A list of the 80-copy generic medications will be posted on the Welfare Fund website. Generic drugs purchased outside of a CVS pharmacy are not included in the program.

While the new 80-generic copy formulary list includes many of the drugs that members are currently using, some generic drugs are not on the formulary list. For generic drugs covered by the fund but not on the list, costs will also be reduced. Members will be able to take advantage of the new 10% generic copay program, described below.

The copayment for generic drugs not included in the 80-generic copy formulary but covered under the PSC-CUNY Welfare Fund Prescription Plan formulary will be reduced from 20% to 10% when the prescription is filled at a CVS pharmacy or through the CVS mail program. If the fund’s coverage for a member’s prescription drugs reaches $10,000 in a 12-month period beginning on January 1 of each calendar year, the member’s copay will revert to the plan’s usual tiered copay structure. At that point the member will be eligible to apply for copay reimbursement under the new High-Cost Rx Program, described below.

HIGH-COST RX PLAN
Beginning January 1, 2020, the fund’s prescription drug benefit will include up to an additional $25,000 in reimbursement for out-of-pocket prescription costs when certain conditions are met. Some of our members purchase drugs for medical conditions that have no available generic equivalents and are not covered by the fund’s prescription drug plan. For example, the cost of medications that treat Hepatitis C is prohibitive. And other diseases expose members to possible high out-of-pocket costs.

Because drug companies’ pricing and marketing strategy is complicated, our plan to cover members who face high out-of-pocket costs is forced to be complicated as well. Over the last several years, the fund has explored various ways to provide some relief to our members for copayments of high-cost drugs. We believe the new High-Cost Rx Plan is the best way to provide our members with help for coverage of high-cost prescription drug copayments.

DRUG EXPENSE ASSISTANCE
The High-Cost Rx Plan will take effect on January 1, 2020, and is designed to assist members in active employment and retirees under 65 enrolled in the PSC-CUNY Welfare Fund Prescription Plan who are experiencing significant out-of-pocket costs are expended. The plan will be administered by Administrative Services Only (ASO), a third-party company hired by the Welfare Fund. Members will submit their claims to be reimbursed directly, and reimbursement claims may only be submitted on a quarterly basis.

Eligible claims submissions to ASO include copies of pharmaceuticals’ receipts, prescription package receipts (excluding complete drug information, dates of service and amount paid), and use of any copay-reduction coupons. The claim form and examples of acceptable receipts will be available on the Welfare Fund website. Only members who participate in a catastrophic medical insurance plan that covers prescription drug costs, retirees and active members who pay only after claims have been submitted to the other catastrophic insurance carrier.

MORE DETAILS
Not all out-of-pocket drug costs will be eligible, such as costs for drugs purchased through any plans other than the PSC-CUNY Welfare Fund Prescription Plan, drugs excluded from the Welfare Fund formulary or plan, and any dispensing penalty costs. Complete plan details will be available on the fund website, pscnycuf.org.

Detailed plan descriptions of these enhancements will be available on a follow-up notification and will be available on the PSC-CUNY Welfare Fund website, pscnycuf.org. The website is always the first, best place to learn about your benefits and how to take advantage of them. You can also call the fund staff at 212-354-5230, or email communications@psccunyuf.org.

By STEVE LONDON

THE AGREEMENT

ATTACHMENTS
Attachment 1 consists of two letters of agreement, the first, dated 6/28/18, between the NYC Commissioner of Labor Relations and the head of the Municipal Labor Committee (MLC – the coalition of unions representing NYC employees covered by the NYC Health Benefits Plan), spells out the agreement, and spells out the agreement, and in the agreement, health care savings for the period 7/1/19 through 6/30/21; the second letter dated 8/31/18, between the NYC Commissioner of Labor Relations and the NYC Department of Education, spells out the amounts and dates of lump-sum payments to be made to the PSC-CUNY Welfare Fund, pursuant to the 6/28/18 letter agreement. These letter agreements are attached to the scanned version of the MOA available at https://www.psc-cuny.org/sites/default/files/2018_Letter_Agreements_with_NYC_Opportunity_Centers.pdf.
Delegates send MOA to membership

By ARI PAUL

Debating and examining the pay increases

A lively debate about the proposed contract

Retiree delegate Glenn Kissack said, “There are times when a [lab-]bor regime is so odious that it compels us to stand and say ‘no’ to what it produces. Because $5,500 a course still doesn’t pay all the bills, because the labor of adjuncts, non-teaching adjuncts and CLTs deserves better; and because students shouldn’t have to suffer in a city with a record number of billionaires.”

Some delegates were concerned about the elimination of salary steps for some instructors.

Others asked whether the paid office hour for adjuncts was an increase in the adjunct workload. Others protested that the raise would still not be enough for educators in New York City. Some urged a “no” vote at the DA in order to send a message to CUNY, what was offered to workers wasn’t good enough.

Other delegates, however, spoke about their pride in a contract that prioritized addressing inequality, even as they acknowledged that much remains to be accomplished. Bargaining team members answered questions about the annual 2% increases, and addressed several questions on the replacement of salary steps for teaching adjuncts with new single rates. The new single rate, they explained, was negotiated in the context of raises for adjunct faculty averaging 45%. Because adjuncts move up in steps only once every three years, thousands of adjuncts remain on the lowest step. The contract prioritizes lifting the floor, they said.

EQUITY GAINS

John Gallagher, an HEO delegate from Borough of Manhattan Community College, pointed out that some of the lower-paid full-time titles were getting a boost beyond the pattern in the MOA. “Getting out-of-pattern increases in pay on the steps for my assistant to HEO, CLT and lecturer colleagues is a real accomplishment,” he said. “Two percent isn’t enough when you are on the lower lines, so this is a really big deal.”

The vote at the DA was cast by a simple show of cards, as delegates voted against a roll-call vote. Nearly 200 members voted in the affirmative and 20 voted no.

Many delegates agreed that the biggest priority was to put the contract before the membership. Delegates said they hoped the pathbreaking settlement for more pay for adjuncts in an age of intense austerity would allow the union to build solidarity and power to push for more funding for CUNY and to build upon these gains in upcoming contract talks.

As Peter Dudek, an adjunct associate professor and Hunter College delegate, said, “I do believe the MOA positions us for a stronger next round of bargaining.”

BREAKING THE PATTERN

While many members appreciated the concerns brought up by delegates who voted no, the consensus at the DA was that the members will see a significant movement of money to titles who need the boost the most.

“The MOA drives money to some of the lowest-paid ranks in our bargaining unit, with significant lifts, in creative ways that provide a structure from which we can expand in the future,” said Meg Pooley, an adjunct lecturer at Kingsborough Community College, who also served on the bargaining team. “We will continue to push funding to CUNY in ways that benefit students directly. We came together, across titles, as a union to accomplish this, and I believe the solidarity that is manifested in this contract is the basis for the political power to accomplish more.”

PSC President Barbara Bowen thanked the bargaining team and delegates for their hard work. After the vote, she said, in a statement to the entire bargaining unit, “If the agreement is ratified, our raises, back pay and other provisions will go into effect following final approval by the CUNY Board. Salaries will go up, equity increases will be added for thousands of lower-paid full-time employees, and 12,000 adjunct faculty will see a major boost in pay.”

Bowen added, “This was a hard-fought contract, and thousands of PSC members joined the campaign. The gains in the agreement would not have been possible without your support. The proposed contract does not achieve everything we demanded or deserve, and it doesn’t solve the problem of austerity. But it offers new hope at CUNY and it gives us a platform on which to build even greater power.”