

MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY UNIVERSITY OF NEW YORK AND
THE PROFESSIONAL STAFF CONGRESS/CUNY

This “Memorandum of Agreement” (hereinafter, also “Agreement”) is effective upon final approval which is the latter date of membership ratification and approval by the Trustees of CUNY.

Term: 3/1/2023 – 11/30/2027 (57 months)

Continuation of Terms:

The terms of the 2017-2023 PSC/CUNY Collective Bargaining Agreement shall continue as modified by this Memorandum of Agreement.

Across-the-Board Wage Increases:

Amend Article 24:

The following across-the-board increases shall apply on the dates listed below:

- 3/1/2023 - 3%
- 4/1/2024 - 3% compounded
- 9/1/2025 - 3.25% compounded
- 9/1/2026 - 3.5% compounded

Retroactive wages: Retroactive increases shall be paid as soon as practicable to all active employees and retirees for each period of past service.

One-time Lump Sums:

- A lump-sum payment in the amount of \$3,000 for active full-time instructional staff employees, pro-rated for other than full-time employees, will be provided for those employees on payroll on the effective date of the Agreement.
- A lump-sum payment in the amount of \$2,500 will be provided to all active full-time Lecturers and Doctoral Lecturers, including all EOC Lecturers, who had attained their Certificate of Continuous Employment (“CCE”) prior to September 1, 2026.
- A lump-sum payment in the amount of \$2,500 will be provided to all full-time Lecturers and Doctoral Lecturers, including all EOC Lecturers, who newly attain a CCE after September 1, 2026.

- A lump-sum payment in the amount of \$5,000 will be provided to all full-time CLT title series employees who are on payroll as of September 1, 2026, and are also on payroll May 1, 2026.
- A lump-sum payment in the amount of \$1,000 will be provided to all full-time Assistants to HEO who are on payroll as of September 1, 2026, and are also on payroll May 1, 2026.
- A lump-sum payment in the amount of \$2,000 will be provided to all full-time CLIP Instructors and CUNY Start Instructors who are on payroll as of September 1, 2026, and are also on payroll May 1, 2026.
- A lump-sum payment in the amount of \$4,000, will be provided to Graduate Assistants A and B, who are on payroll as of October 1, 2026, and are also on payroll May 1, 2026, pro-rated for less than one year.
- A lump-sum payment in the amount of \$1,000 will be provided to Graduate Assistants C and D who are on payroll October 1, 2026, and are also on payroll May 1, 2026, pro-rated for less than one year.

The parties agree to meet within 30 days of the effective date of the Agreement to discuss implementation of the one-time lump sums.

Increases to Salary Schedules

Amend Article 24.6

Effective March 1, 2027, increase the top step for the titles and in the amounts listed in Attachment A.

Effective, March 1, 2027, increase each step other than the top step of the salary schedules as follows, and as listed under the heading “Non Top Step Increase” in Attachment A.

1. College Laboratory Technician Title Series:
 - Effective March 1, 2027, each Non Top Step on the College Laboratory Technician¹, and EOC College Laboratory Technician salary schedules shall be increased by \$5,000.
 - Effective March 1, 2027, each Non Top Step on the Senior College Laboratory Technician² and HCCS College Lab Technician on the PSC College Laboratory salary schedule shall be increased by \$5,000.
 - Effective March 1, 2027, each Non Top Step on the Chief College Laboratory Technician salary schedule shall be increased by \$5,000.

¹ Increases to the Salary Schedule for HCCS College Lab Techs are limited to those on the PSC-CUNY Agreement College Lab Tech Salary Schedule as of March 1, 2027.

² Increases to the Salary Schedule for HCCS Sr College Lab Techs is limited to those on the PSC-CUNY Agreement Sr College Lab Tech Salary Schedule as of March 1, 2027.

2. Assistants to HEO and EOC Assistants to HEO: Effective March 1, 2027, each Non Top Step on the Assistant to Higher Education Officer salary schedules shall be increased by \$1,000.
3. Graduate Assistants:
 - Effective March 1, 2027, each Non Top Step on the Graduate Assistant A salary schedule shall be increased by \$4,000.
 - Effective March 1, 2027, each Non Top Step on the Graduate Assistant B salary schedule shall be increased by \$4,000.
 - Effective March 1, 2027, each Non Top Step on the Graduate Assistant C salary schedule shall be increased by \$1,000.
 - Effective March 1, 2027, each Non Top Step on the Graduate Assistant D salary schedule shall be increased by \$1,000.
4. CLIP & CUNY Start Instructors: Effective March 1, 2027, each Non Top Step on the CLIP Instructor and CUNY Start Instructor salary schedules in Appendix D shall be increased by \$2,000.
5. Assistant Teachers at Hunter College Campus Schools (Article 24.5): Effective March 1, 2027, each Non Top Step on the Assistant Teacher salary schedule shall be increased by \$4,000.

Adjustments to Hourly Rates

Amend Article 24

- Effective January 26, 2026, the start of the Spring 2026 semester, employees in the teaching adjunct titles - except teaching adjuncts in Medical series titles, Law School series titles, Resident series titles, Graduate School of Journalism and Executive Programs in the Zicklin School of Business at Baruch College shall be adjusted to the following hourly rates:
 - Adjunct Lecturer and related titles (Adjunct Lecturer (H), Adjunct Lecturer Doctoral & Instructor (H)): \$112.50 per hour or \$6,750 per three contact-hour course
 - Adjunct Assistant Professor and Adjunct Assistant Professor (H): \$120.83 per hour or \$7,250 per three contact-hour course
 - Adjunct Associate Professor and Adjunct Associate Professor (H): \$129.17 per hour or \$7,750 per three contact-hour course
 - Adjunct Professor and Adjunct Professor (H): \$137.50 per hour or \$8,250 per three contact-hour course

Employees in the teaching adjunct titles - except teaching adjuncts in Medical series titles, Law School series titles, Resident series titles, the Graduate School of Journalism and Executive Programs in the Zicklin School of Business at Baruch College whose hourly rate of pay as of start of the Spring 2026 semester exceeds the hourly rate resulting from the above-referenced adjustments, shall maintain their higher hourly rate and will receive the 3.5% the across-the-board wage increase on November 1, 2026 and receive the uniform per course rate at the start of the 2027 Summer session.

- Effective March 1, 2027, increase the “Non-teaching Adjunct I and II,” “Non-teaching Adjunct (Doctoral Student), Instructor, Lecturer,” “College Laboratory Technician, Adjunct College Laboratory Technician,” “Senior College Laboratory Technician, Adjunct Senior College Laboratory Technician,” and “Adjunct Chief College Laboratory Technician” hourly rates at each step by \$2.00 per hour.

Amend the Supplemental Agreement on Continuing Education, Paragraph 2(a)(1)

- Effective March 1, 2027, increase Continuing Education Teacher hourly rate from \$45.86 per hour to \$47.86 per hour.
- Effective March 1, 2027, Increase the minimum hourly rate applicable to hourly teaching assignments and overload assignments for core, support and lead Instructors in the CUNY Start Program from \$52.19 per hour to \$54.19 per hour.

Amend Appendix D (“CUNY Language Immersion Program (“CLIP”) Instructor”), paragraph 7 – CUNY Language Immersion Program (“CLIP”) Instructor Annual Rate Hourly Rate Schedule

- Effective March 1, 2027, amend CUNY Language Immersion Program (“CLIP”) Instructor Hourly Rate Schedule shall conform with the March 1, 2027 CLIP Instructor Annual Salary Schedule. See Attachment B for March 1, 2027 CLIP Instructor Hourly rates.

Replacement of Teaching Adjunct Hourly Rates and Steps with a Per Course Rate

Amend Article 24 and other relevant Article(s) of the Agreement:

- Effective at the start of the 2027 Summer Session, eliminate all salary schedules (steps and hourly rates) for employees in the teaching adjunct titles - except teaching adjuncts in Medical series titles, Law School series titles, Resident series titles, Graduate School of Journalism and Executive Programs in the Zicklin School of Business at Baruch College -and replace them with the following per course rates:
 - Adjunct Lecturer and related titles (Adjunct Lecturer (H), Adjunct Lecturer Doctoral & Instructor (H): \$7,100 per 3 contact-hour course (\$2,366.67 per teaching contact hour)
 - Adjunct Assistant Professor and Adjunct Assistant Professor (H): \$

- \$7,600 per 3 contact-hour course (\$2,533.33 per teaching contact hour)
- Adjunct Associate Professor and Adjunct Associate Professor (H): \$8,100 per 3 contact-hour course (\$2,700 per teaching contact hour)
- Adjunct Professor and Adjunct Professor (H): \$8,600 per 3 contact hour course (\$2,866.67 per teaching contact hour)
- Courses of other than 3 teaching contact hours will be adjusted proportionately by teaching contact hour.
- Parties shall execute a side letter that provides:

Full-time employees who teach a course that represents an overload assignment shall be paid on the same per course basis and be subject to the student support and course related responsibilities (Paragraphs 1a and 1b of Attachment B – “Adjunct Workload”) to the term sheet in the overload course(s) they teach. The remaining responsibilities referenced in paragraphs 1c, 1d, and 1e of Attachment B – “Adjunct Workload” shall fall within the scope of their full-time employment responsibilities, subject to Article 15.1(b).

- The teaching contact hour will remain the basis for calculating salary and benefits eligibility. In the event the conversion from an hourly rate to a course rate impacts a benefit or term of employment under the collective bargaining agreement other than workload, the parties shall meet to discuss maintaining the status quo with regard to that benefit or term of employment.

Teaching Adjunct Workload

Effective the start of the Spring 2027 Semester, Delete Article 15.2(b) and replace with:

Teaching Adjuncts are expected to support student learning and the success of the academic programs with which they are affiliated. As academic professionals, Teaching Adjuncts are expected to be available to students, fulfill all responsibilities related to their assigned courses, complete all CUNY and college employment-related responsibilities, participate in professional development, and complete other departmental teaching instructional staff responsibilities that may be assigned by the colleges.

1. Teaching Adjuncts shall not be assigned an unreasonable workload, it being recognized by the parties that teaching adjuncts are required, among other things, to fulfill the following obligations as members of the instructional staff and the academic community at the colleges:
 - a. Student support in assigned course(s) (e.g., academic advisement and mentoring of one’s students);
 - b. Course-related responsibilities in assigned courses (e.g., teaching, weekly office hours; timely grading submission of all course assignments, grade

appeals, incomplete grade follow-up, timely submission of syllabus in advance of the first day of the semester, and timely submission of textbooks);

- c. Required employment-related responsibilities (e.g., attendance at orientations, meeting with the union pursuant to Section 208.4(b) of the NYS Civil Service Law; timely completion of mandatory trainings required by federal or state laws or regulations, or University policy, timely submission of hiring paperwork and workload reports, evaluation related materials and activities, and attendance at mandatory meetings)
- d. Professional Development: Professional development shall be in pedagogical areas related to the adjunct's employment at CUNY and shall include, but not be limited to, trainings in the essentials of a college's learning management system and other instructional technologies (e.g., online course trainings); and
- e. Other departmental instructional staff teaching-related assignments as directed by a college (e.g., preparation and material development for assigned courses and university and accreditation required assessment activities for assigned courses).

2. Office Hours

Office hours shall be conducted in-person on campus, unless the course is offered entirely or partially through distance learning, in which case the office hours may be conducted online to a corresponding extent.

The fifteen (15) office hours per course of 3 contact hours or more (weekly office hours referenced in paragraph 1b) shall not be utilized to perform the employment obligations referenced in paragraphs 1c, 1d, and 1e.

3. Participation in required in-person Work Obligations

Colleges shall consider an adjunct's course schedule when scheduling any in-person obligations under paragraphs 1c, 1d, and 1e. In such cases, colleges shall make alternative arrangements and/or provide multiple options to participate in required 1c, 1d, and 1e obligations (e.g., use of Zoom or providing alternative dates and times to allow and adjunct to participate). A teaching adjunct shall be excused from participation from any in-person paragraph 1c, 1d, and 1e obligations when no reasonable alternatives/multiple options are provided, and the in-person paragraph 1c, 1d, and 1e obligation is scheduled on a day that the teaching adjunct is not scheduled to teach.

The teaching adjunct workload obligations shall not be counted toward the maximum adjunct teaching hours in Article 15.2(a) of this Agreement.

Adjunct Jumbo Course Workload Credit

Amend Article 15.2

Adjuncts teaching a jumbo course, as defined and determined by a department or college, shall be provided the same workload credit in the same manner and under

the same conditions that apply to full-time faculty teaching the same course in the department.

PSC-CUNY Welfare Fund Contributions:

Amend Article 26

Effective August 1, 2024, CUNY shall provide a lump sum contribution of \$156,039 per month to the PSC-CUNY Welfare Fund. There shall be no change in per capita contribution.

In September 2025, CUNY shall provide for a one-time lump sum contribution of \$4,000,000 to the PSC-CUNY Welfare Fund.

Effective March 1, 2027, CUNY shall increase the monthly lump sum contribution from \$156,039 per month to \$333,533 per month to the PSC-CUNY Welfare Fund. There shall be no change in per capita contribution.

The University will make proportional contributions for such other categories of employees on whose behalf the University contributes under Article 26.1.

HEO/CLT and Adjunct/CET Professional Development Funds Contribution Moratorium

Amend Articles 33.5 and 33.6

CUNY shall suspend contributions under Article 33.5 to the HEO/CLT Professional Development Fund for FY 2025 (February 1, 2025 contribution) and FY2026 (February 1, 2026 contribution).

Effective, February 1, 2025 through December 31, 2026, Article 33.5(c) shall be suspended and not apply. Article 33.5(c) shall be reinstated effective January 1, 2027.

CUNY shall suspend contributions under Article 33.6 to the Adjunct Professional Development Fund for FY 2025 (January 1, 2025 contribution) and FY2026 (January 1, 2026 contribution).

The suspended contributions in the amount of \$3,414,844 are reflected in the economics terms of the 2023-2027 PSC-CUNY Collective Bargaining Agreement.

The existing funds in the HEO/CLT and Adjunct Professional Development Funds shall be spent down during the contribution suspension period.

Multi-Year Appointments for Teaching Adjuncts

Amend Article 10.1(a)(4)

The parties agree to a pilot program that establishes multi-year appointments for teaching adjuncts beginning in the 2025-2026 academic year. Two-year appointments and discretionary third years shall be available starting each Fall semester and will continue to be available through Fall 2028. For terms of the multi-year appointments

for Teaching Adjuncts Pilot, see Appendix E attached as Attachment C.

Adjunct Notification of Appointment and Nonreappointment

Modify Article 10.1(a)(3) and any other contractual provisions referencing adjunct reappointment notification.

Replace all collective bargaining agreement references to “by May 15” as the teaching adjunct appointment and nonreappointment notification dates to “by May 31.”

Recognition Clause

Amend Article 1.1, the list of covered titles:

- To include SEEK Directors and College Discovery Directors subject to the parties agreeing on terms of employment for employees in those functional titles. Upon agreement on terms and conditions of employment, current and future employees in the SEEK Director and College Discovery Director titles shall be included in the bargaining unit. Within 60 days of the effective date of the Agreement, the parties shall meet to discuss the terms for incorporating current SEEK and College Discovery Directors into the bargaining unit and such discussions shall be completed within 120 days of the effective date of the Agreement.
- Add: The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 8, 9.1, 9.2, 9.5, 9.7, 10.2, 10.3, 14.2, 14.6, 14.7, 14.9, 14.10, 15.5, 16.1, 16.2, 16.3, (excluding the exception of the first sentence), 16.4, 16.5, 16.8, 16.10, 16.11, 17, 18.1, 18.3(b), 18.3(e), 19, 20, 21A, 24.3(b), 25.2, 25.7, 26, 27, 27A, 28, 29.1, 29.2, 31.3, 31.4, 32, 38, 39, 40, 41, 42, 43.2, 43.3, and Appendix C, Appendix F, Appendix G, and Appendix K, and subject to the terms of the April 8, 2022 Memorandum of Agreement attached to the Agreement as Exhibit P.
 - a. Research Professor
 - b. Research Associate Professor
 - c. Research Assistant Professor
- Add: The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 8, 20, 26, 38, 39, 40, 41, 42, 43.2, and 43.3, and subject to the terms of the April 8, 2022 Memorandum of Agreement attached to the Agreement as Exhibit P:
 - a. Part-time Research Professor (appointed to work at least 20 hours per week)
 - b. Part-time Research Associate Professor (appointed to work at least 20 hours per week)
 - c. Part-time Research Assistant Professor (appointed to work at least 20 hours per week)

Amend Article 1.1 - the list of excluded positions section – “Employees in the following functions or titles are excluded:”

- Rename “Office of Labor Designee” to “Office of General Counsel/Labor Designee”
- Rename “Office of Personnel Director” to “Office of Human Resources”
- In addition to the existing exclusion of one Executive Assistant per Vice President, exclude an additional fourteen (14) Administrative Executive Coordinators and Administrative Executive Assistants University-wide reporting to Vice Presidents. No employee’s representation status will be changed while they remain in their current position.
- In addition to the existing exclusion of Executive Assistants to the Executive Vice Chancellor, exclude 4 additional individuals in the Office of the Executive Vice Chancellor and Chief Operating Officer. No employee’s representation status will be changed while they remain in their current position.

Amend Article 5(c)

Each semester, CUNY shall provide the PSC with a list of excluded HEO positions with the following information: school, department, contractual title and functional title.

Lecturer Advancement

Amend Article 22

- Upon approval by CUNY’s Board of a Senior Lecturer title, Lecturer’s shall be eligible for consideration for a promotion to a Senior Lecturer upon the conclusion of their 8th year of full-time continuous employment.
 - a. Eligibility: Academic Review in 8th year of continuous full-time employment as a Lecturer.
 - b. Promotion shall be effective the start of the academic year following the 8th year of continuous full-time employment.
 - c. 1-Step Promotional increase on the Senior Lecturer Salary Schedule. See Senior Lecturer Schedule attached as Attachment D.
- Upon approval of CUNY’s Board’ of a Senior Doctoral Lecturer title, Doctoral Lecturer’s shall be eligible for consideration for a promotion to a Senior Doctoral Lecturer upon conclusion of their 8th year of full-time continuous employment.
 - a. Eligibility: Academic Review in 8th year of combined continuous full-time employment as a Lecture and Doctoral Lecturer.
 - b. Promotion shall be effective the start of the academic year following the 8th year of continuous full-time employment.
 - c. 1-Step Promotional increase on the Senior Doctoral Lecturer Salary Schedule. See Senior Doctoral Lecturer Salary Schedule attached as Attachment D.
- Lecturers/Senior Lecturers who meet the qualifications for a Senior Doctoral Lecturer shall be eligible for consideration for a promotion to a Senior Doctoral Lecturer in accordance with bullet #2.

- CUNY shall establish the qualifications and promotional criteria for P&B's to review the candidacies of Lecturers and Doctoral Lecturers for promotion to Senior Lecturers and Senior Doctoral Lecturers.
- This provision shall not modify CUNY's discretion to determine staffing levels and does not guarantee the creation of positions.

Amend Article 24.6

- Effective, September 1, 2025, the Senior Lecturer and Senior Doctoral Lecturer salary schedules, attached as Attachment D shall be incorporated and subject to subsequent across-the board wage increases.

PSC-CUNY Research Awards

Replace February 27, 2014 Letter Agreement and all other prior and subsequent letters with below.

Modify Article 25

Article 25.1

The PSC-CUNY Research Awards ("Research Awards") will be funded as follows:

- Effective July 1, 2025, CUNY will provide \$4,184,218 annually.
- \$50,000 in administrative cost- savings from the CUNY Research Foundation will be added to the funds available for PSC-CUNY Research Awards each year.
- On each December 1st, in the event the PSC-CUNY Research Award Excess Fund balance exceeds \$250,000, twenty-five percent (25%) of the funds in excess of \$250,000 shall be added to the funds available for that academic year's PSC-CUNY Research Awards. The calculation and contribution of said funds shall be effected by December 15 of each year.

Article 25.2 (a):

1. Purpose

It is the intention of the parties that the funds for research and scholarly and creative activities shall be available without restriction to all full-time members of the instructional staff, and the untenured members of the faculty, in particular, who are on the regular University payroll processed through the Office of the Comptroller of the City or State of New York. The parties intend that the funding shall be used to support activities in the creative arts and all academically relevant research in the areas of natural science, social

science and the humanities, including but not limited to research related to curriculum development, improvement in teaching, adaptation of standard educational techniques to special clientele and the relationship between technical or occupational training and the liberal arts curriculum. Projects for which applicants may seek funding can include but are not limited to basic research; developmental research; funds necessary to start, finish, or continue a project; or to support grantees in the application for external grant funds.

2. Eligibility

- a. Full-time instructional staff members are eligible to apply for a Track 1 or Track 2 Research Award in any given year.
- b. Full-time instructional staff members may not receive more than two (2) awards during any 3-year period, only one of which may be a Track 2 award.
- c. Full-time instructional staff members who have applied for a Research Award and are subsequently awarded external grant funding of \$100,000 or more in direct costs for their research in the year of their application for a Research Award must withdraw their Research Award application and are not eligible.
- d. Research Award applicants previously awarded a Research Award in the 3-year period preceding their application must submit a copy of the final project report for their immediate prior Research Award with their application for the panel to review and consider in accordance with Paragraph 6(e).
- e. Panel Chairs are not eligible to apply for a Research Award.

3. Structure and Operation of Research Award Program

- a. The Research Award Program will consist of two components ("Track 1" and "Track 2"):
 - Track 1 Awards of up to \$7,000 each; and
 - Track 2 Awards of \$7,001 to \$15,000 each.
- b. There will be 18 discipline-based panels. Track 1 Awards and Track 2 Awards are subject to review by the appropriate discipline-based panel. If a discipline-based panel recommends an expert review of a Track 2 Award, a panel chair may submit the Track 2 Award application to an "expert" reviewer in the field of the application, in accordance with Paragraph 6(c).

- c. Each panel will be composed of a chair and between four (4) and twelve (12) additional panel faculty members. Any panel chair who believes that more than twelve (12) panel members are needed, owing to the number or subject matter of proposals received, should so advise the Associate Vice Chancellor for Research and the PSC President.
- d. The panel chairs will serve staggered terms such that approximately one-third of panel chairs will be replaced each year. Vacancies that occur as the staggered terms of the panel chairs expire will be filled as follows: the PSC will submit to the Associate Vice Chancellor for Research the names of three tenured, research-active CUNY faculty for each panel; the PSC will not indicate a preference among the three names. The PSC shall make a good faith effort to identify and include names of tenured faculty with current or previous external funding. The Associate Vice Chancellor, or their designee, will select a chair from the three names submitted for each panel.

Panel chairs will serve for a full three-year term. Any vacancies that occur during the three-year period will be filled utilizing the same procedure. Upon agreement by the Associate Vice Chancellor for Research and the PSC President, a panel chair may be invited to serve a second three-year term.

- e. The panel chairs will receive an annual stipend of \$7,000.
- f. Each panel chair will select four (4) or more additional tenured faculty members from CUNY colleges other than their own to serve on their respective panel and will make a good faith effort to appoint panel members with current or previous external funding. Panel chairs may seek the advice of the University Faculty Senate, PSC, the office of the Associate Vice Chancellor for Research and CUNY academic discipline councils in identifying potential panel members. In the rare instance where a panel chair is unable to fill all slots with tenured faculty, a request to appoint an untenured faculty member may be made to the PSC President and the Associate Vice Chancellor for Research for their review and approval. Each panel must have senior and community college representation. Panel chairs should seek to have representation from as many different CUNY colleges as possible and should strive to achieve gender, racial, and other forms of diversity. Ideally, panel members will serve for a full three-year term. In the event a panel member is unable to serve, the panel chair will select a replacement, subject to the criteria set forth herein.
- g. The panel members will not be compensated but will be eligible to apply for awards; however, they must recuse themselves from consideration of their own applications.
- h. The 18 panel chairs selected under Paragraph 3(d) will form the University Committee on Research Awards ("UCRA"). There will be two Co-Chairs of the UCRA; one to be designated by the Associate Vice Chancellor for Research and one by the PSC President. Both

Co-Chairs shall be selected from among the UCRA members. Ideally, the Co-Chairs will serve for a full three-year term. In the event either of the Co-Chairs is unable to serve, the Associate Vice Chancellor for Research or the PSC President, as appropriate, will select a new Co-Chair from among the then-current UCRA members, including departing chair's replacement. The AVC shall appoint the UCRA Co-Chair replacement they had designated. The PSC President shall appoint the UCRA Co-Chair replacement they had designated.

- i. The UCRA Co-Chairs will report to the Associate Vice Chancellor for Research and the PSC President and/or their respective designees at least once each semester regarding the progress of the program. UCRA Co-Chairs and representatives selected by CUNY and the PSC will meet each semester to review any matters related to the PSC-CUNY Research Awards.

4. Applications with Reassigned Time

A Research Award applicant may apply for reassigned time at the "Instructor, Lecturer, Adjunct Lecturer, Adjunct Lecturer (Doctoral Student)" single rate as of December 15th of the application year in Article 24.6 of the Agreement ("Adjunct Replacement Cost")

Application for and/or the receipt of a Research Award does not guarantee a college's approval for reassigned time. A Research Award panel recommendation does not guarantee approval by the college for reassigned time.

5. Research Awards Allocation

- a. Funding for the Awards will be allocated as follows: Eighty-five percent (85%) of the available aggregate funding, as set forth in Article 25.1 above, will go to fund the Track 1 Awards, and fifteen percent (15%) will go to fund the Track 2 Awards.
- b. Effective the 2025-2026 academic year through the 2028-2029 academic year, the funds available for Track 1 and Track 2, as set forth in paragraph 5(a), will be distributed proportionately each year among the eighteen (18) panels, based upon the average number of Traditional A and B and/or Track 1 award applications combined (for Track 1 Awards), and the average of Enhanced and/or Track 2 award applications received in the respective disciplines during the preceding rolling five-year period (for Track 2 Awards). Effective the 2029-2030 academic year, the funds available for Track 1 and Track 2, as set forth in paragraph 5(a), will be distributed proportionately each year among the eighteen (18) panels, based upon the average number of Track 1 and Track 2 applications received in the respective

disciplines during the preceding rolling five-year period. Each panel should fund the Track 1 applications that are deemed meritorious, with the goal of allocating 85% of the funds received to Track 1 Awards. The remaining funds should be allocated to Track 2 Awards. The panel chairs will advise the Associate Vice Chancellor for Research and the President of the PSC of the resulting distribution of the funds between Track 1 and Track 2 Awards before the Award notification letters are sent.

- c. Panel chairs will be informed of the total funds available for Track 1 and Track 2 Awards in their disciplines by January 2 of each year.

6. Research Awards Application and Review Procedure

- a. There will be only one call annually for proposals to be submitted through the Research Foundation. Proposals must be received by the Research Foundation by December 15 of each year. Out-of-cycle or emergency proposals will not be considered, and deadlines will not be extended.
- b. Following the annual December 15 application deadline, the Research Foundation shall distribute applications to the appropriate discipline panel chair by January xx – **date to be confirmed**, and each panel chair will distribute the Track 1 and Track 2 Award applications received by their panel for review by the panel members. Each application shall be reviewed by two panel members.

c. Track 2 Awards Requiring Expert Review

Track 2 Award applications may be submitted for an expert review upon the recommendation of two panel members and approval of the panel chair. If the two panel members disagree as to the need for expert review, the panel chair shall decide. When necessary, each panel chair will select an expert from either within or outside CUNY to review one or more applications for such Track 2 awards. These reviewers will not be compensated. Reviewers may not be members of the applicant's academic department. An expert reviewer may review no more than three grant proposals in any one year. (Track 1 applications are not subject to such review.)

No later than February 15 of each year, the panel chairs will provide the expert reviewers with any Track 2 Award applications requiring review. The expert reviewers must submit their reviews by no later than March 15 of each year. The expert reviews and underlying applications will then be returned to the respective panels for their review and consideration in accordance with Paragraphs 6(e) and 6(f).

Upon request, applicants for Track 2 Awards for whom an "expert"

review is conducted will receive copies of the reviews of their applications (with the name of the reviewer redacted) when they are notified of the outcome of their applications.

- d. The panels will convene as needed by no later than March 15 of each year to assess the Track 1 and Track 2 Award proposals, based upon the various panel members' review of the proposals received, and select the Award recipients.
- e. Panel award selections should be based upon the respective scholarly and creative merits of the applications. In assessing proposals, equal consideration will be given to proposals regardless of the amount requested, consistent with the allocations in paragraph 5(a). The evaluation of applications will include an assessment of the appropriateness of the budget proposal as submitted. If a budget request is not adequately supported or does not otherwise comport with Research Foundation Guidelines, the panel will reject the application; panels will not reallocate or readjust budget proposals. Track 1 and Track 2 Award applications are not subject to budget modifications by the panels.
- f. Given the expressed intention of the parties that the PSC-CUNY research award funds shall be available without restriction to all full-time members of the instructional staff, each panel should attempt to grant Track 1 and Track 2 Awards across a variety of disciplines at a variety of colleges. Track 1 and Track 2 Award notification letters will be sent by April 15 of each year.
- g. Deliberations of the panels are confidential, and the identities of the expert reviewers may not be disclosed to applicants.
- h. Decisions of the panels with respect to Track 1 and Track 2 Awards and a college's decision to approve reassigned time under Paragraph 4 are final. No appeals or requests for reconsideration will be entertained. Award decisions and a college's decision regarding reassigned time are neither grievable nor subject to the informal complaint procedures of Article 20 of the PSC-CUNY collective bargaining agreement.

7. Award Recipient Reporting

Award recipients are expected to submit their final project report before March 1st following the end of the award period.

8. Forms and Supplementary Guidance

The Associate Vice Chancellor for Research and the PSC President, or their respective designees, may jointly issue clarifications or supplementary guidance with respect to the procedures set forth herein. The Associate Vice Chancellor for Research and the PSC President will

consult with the Co-Chairs of the UCRA, as needed.

9. Periodic Review of Research Awards

The parties shall establish a committee consisting of representatives from the PSC, the CUNY Office of Research, and the UCRA Co-Chairs which shall meet annually during May of each academic year to assess the Research Awards programs (including awards under Article 25.6).

The committee shall work with the Research Foundation to ensure timely data is provided to the committee to assess the Research Awards program, including data on applications and awards, by department and college, and on funds spent and funds available for each program.

Post-Tenure Assistant and Associate Professor Reassigned Time Award Pilot

Add New Article 25.7:

The parties agree to enter into a post-tenure reassigned time research award pilot program for three (3) academic years starting in academic year 2025-2026 through academic year 2027-2028. The parties shall initiate discussions no later than January 1, 2028, to determine whether to continue or modify the pilot program. If the parties are unable to agree to continue or modify the pilot program, it shall terminate at the conclusion of the 2027-2028 academic year, except that reassigned time awarded in 2027-2028 may be utilized through the end of the 2028-2029 academic year. For the terms of the Post-Tenure Assistant and Associate Professor Reassigned Time Award Pilot, see Appendix P.

Add Appendix P

APPENDIX P

Terms of Post-Tenure Assistant and Associate Professor Reassigned Time Award Pilot

A. Purpose:

To provide additional support to tenured Assistant and Associate Professors for scholarly and research activities.

B. Program Funding

Funds remaining in the PSC-CUNY Research Awards Excess Account after each annual 25% distribution in excess of \$250,000 per Article 25.1(d) shall be allocated to the pilot as follows:

2025-2026 Academic Year:	33% of the Research Awards Excess Funds Account Balance in excess of \$250,000
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2026-2027 Academic Year: 50% of the Research Awards Excess Funds Account Balance in excess of \$250,000

2027-2028 Academic Year: 100% of the Research Awards Excess Funds Account Balance in excess of \$250,000

C. Reassigned Time Award and Replacement Cost

The Award for eligible faculty employed at a CUNY community college shall be the Adjunct Replacement Cost for a one (1) 3-credit course release or two (2) 3-credit course release.

The Award for eligible faculty employed at a CUNY senior college shall be the Adjunct Replacement Cost for a one (1) 3-credit course release.

The Adjunct Replacement Cost shall be the "Instructor, Lecturer, Adjunct Lecturer, Adjunct Lecturer (Doctoral Student)" single rate in Article 24.6 as of December 15 of the application year ("Adjunct Replacement Cost")

A Post-Tenure Reassigned Time Research Award applicant must obtain approval from the college for reassigned time to qualify for an Award. Approval for reassigned time shall be in accordance with the college's course release policy.

D. Eligibility Criteria for Post-Tenure Reassigned Time Research Award

1. Tenured Assistant and tenured Associate Professors;
2. Maximum of one post-tenure reassigned time research award per eligible faculty member during pilot;
3. Documented approval for reassigned time from Department Chair and College President or their designee [i.e. Dean or Provost];
4. No external grant funding of \$100,000 or more in direct costs for their research in the year of application; and
5. Submission of completed application by December 15th, including a commitment to submit a report within 60 days of the start of the semester following a post-tenure reassigned time research Award, to the Research Foundation and their Department Chair on how the reassigned time was used and documentation of progress toward stated goals.

E. Application and Review Process

1. There will be only one call annually for applications to be submitted through the Research Foundation. Applications must be received by the Research Foundation, Department Chair, and College President or their designee [e.g., Provost or Dean] by December 15 of each year. Out-of-cycle or emergency proposals will not be considered, and deadlines will not be extended.
2. A completed award application requires:
 - a. A description of the applicant's research project,

- b. List of scholarly goals to accomplish that the reassigned time is intended to support.; and
- c. Date awarded tenure.

Incomplete applications shall not be considered.

3. Following the annual December 15 application deadline, each application will be subject to the approval of the Department Chair and College President or their designee [ie. Provost or Dean]. The approval of the Department Chair shall be based on the operational needs of the department. The approval of the College President or their designee [i.e. Provost or Dean] shall be based on the operational needs of the department and the sufficiency of funds to support the reassigned time (in accordance with Paragraph c).
4. Post-Tenure Reassigned Time Research Award applications (“Award applications”) are subject to the review of the PSC-CUNY Research Award discipline-based panels. Each application shall be reviewed by two panel members.
5. By February XX, all applications approved by the Department Chair and the College President or their designee [i.e. Provost or Dean] shall be forwarded to the Research Foundation for distribution and reviewed by the appropriate Research Award discipline-based panels. Parties agree to confirm timing of this paragraph and agree on a date]
6. In recognition of the potential volume of applicants, CUNY's Office of Research will support the panel chairs in identifying and recruiting additional volunteers for the panels.
7. The discipline-based panels will convene as needed by no later than March 1 of each year, at which time the panels will assess the Award applications and identify meritorious Award applications.
8. Panel selections should be based upon the respective scholarly and creative merits of the applications. If an application is not deemed meritorious by the panel or does not comport with the eligibility requirements in Paragraph c or with Research Foundation Guidelines, the panel will reject the application.
9. Panel Chairs shall transmit all meritorious award applications to the Research Foundation no later than April 1.
10. No later than April 15, the Research Foundation will prioritize the meritorious award applications as follows:

Category 1: number of years since tenure;

Category 2: Within Category 1 – college;

Category 3: Within Category 2 – application date.

11. By April 15, the Research Foundation will forward the list of prioritized meritorious award applicants to the Associate Vice Chancellor for Research and to the PSC President. The Associate Vice Chancellor for Research and the PSC President or their designees will review the list and agree on the final list of awardees. Unless otherwise agreed to, the awards are to be granted to all approved applicants in the order of priority per Paragraph E(10) until the funds for the year are exhausted.
12. Award notification letters will be sent by May 1st of each year.
13. Awards for reassigned time must be utilized within two academic years following receipt of an award.
14. Any unused funds will revert back to the Research Awards Excess Fund Account for use in the following year.
15. Within 60 days of the start of the semester following a post-tenure reassigned time research Award an award recipient shall submit a report to the Research Foundation and their Department Chair on how the reassigned time was used and documentation of progress toward the list of scholarly goals the reassigned time was intended to support. The PSC President and the CUNY Associate Vice Chancellor for Research or their designee(s) shall meet annually to review and/or modify the pilot program.
17. Deliberations of the panels are confidential and may not be disclosed to applicants.
18. Decisions of the panels and a college's approval relating to an award application (including a P&B's approval and the college's acceptance of the award amount for reassigned time), are final. No appeals or requests for reconsideration will be entertained. Award decisions and a college's decision regarding reassigned time are neither grievable nor subject to the informal complaint procedures of Article 20 of the PSC-CUNY collective bargaining agreement.

Carryover of Department Chair Research Funds & Inclusion of SPS Directors under Article 25.6

Amend Article 25.6

Chair, Graduate Center Executive Officers and SPS Directors Research Awards

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 PSC. The University will deposit \$1,750 in the research account of each department chair and Graduate Center executive officer on February 1, 2021, and \$3,000 on September 1, 2021, and on or before September 1 every year thereafter.

Effective September 1, 2025, the University will establish a research account at the CUNY Research Foundation for each School of Professional Studies (SPS) Director represented by the PSC. The University will deposit \$3,000 in the research account of each SPS Director on September 1, 2025 and on or before September 1 every year thereafter.

The account is to be used to further the scholarly and/or creative activities of department chairs, executive officers, and SPS Directors and unless otherwise modified by this Article, will be governed by the same guidelines that apply to the PSC-CUNY Research Awards Program.

Effective August 1, 2025, unused funds may accrue up to a maximum of \$6,000 on December 1st of each year and be rolled over through December 1 of the fourth academic year following a department chair's, executive officer's or SPS Director's return to their underlying faculty title.

Every September 1, all contributions in an individual account in excess of \$6,000 shall be returned by the CUNY Research Foundation to the PSC-CUNY Research Awards Excess Funds account. Any portion of the \$6,000 not expended by the earlier of September 1 of the fourth academic year following a return to their underlying faculty title or retirement shall be returned by the CUNY Research Foundation to the PSC-CUNY Research Awards Excess Funds account.

Funds in the amount of 10 percent of the total deposited in all department chair research accounts annually will be provided to the CUNY Research Foundation on February 1, 2021, September 1, 2021, and every September 1 thereafter to support administrative costs.

Paid Parental Leave Expansion:

Amend Article 16.10

16.10 Paid Parental Leave

Effective March 2009, an 8-week paid parental leave benefit was established for full-time members of the bargaining unit who have a minimum of one year of service with CUNY.

- I. Effective March 1, 2025, the paid parental leave benefit provides a continuous leave of absence for a period not to exceed twelve (12) weeks to care for a newborn child or a newly adopted or fostered child, adopted or placed in foster care at up to five years of age, and must be taken immediately upon the birth, adoption or placement of the child.

- Add the following to Article 16.10 – footnote 9:

The negotiated Paid Parental Leave Policy was further amended during the negotiations of the 2023-2027 collective bargaining agreement and is

attached as the new Appendix O (attached to MOA as Attachment E)

- Effective March 1, 2025, the terms of paid parental leave shall be governed by the new Appendix O (“PSC-CUNY Paid Parental Leave Policy”). The new Appendix O replaces the expired Appendix O (“HEO Discretionary Assignment Differential Pilot Program”)

Minimum Promotional and Reclassification Increases for Tenure Track Faculty and Instruction Staff in HEO and CLT series titles.

Amend Article 24

- Upon the effective date of the Agreement, tenure-track faculty and CLT-series employees who are promoted and HEO-series employees who are reclassified to a higher title shall move, at the least, to a salary step on the new salary schedule that is one salary step greater than the salary step on the new schedule that is closest to but not less than the employee’s salary on the former salary schedule.
- Add Footnote at the end of paragraph:

The amounts equivalent to the assignment differential under Articles 22.2(d) and 22.5(b) and/or the advanced degree differential earned under Article 24.8 that CLTs and Assistant to HEOs were receiving prior to the promotion or reclassification, shall be added on top of the salary step to which they are moved.

HEO Reclassification Process

Not to be included in Collective Bargaining Agreement

CUNY shall modify the HEO Code of Practice with regard to HEO reclassification process as follows:

- Pilot for term of Agreement: Amend Paragraph 17 to include a HEO-series employee on the College HEO Committee limited to the committee’s review of reclassification requests. The PSC shall provide the college President or their designee with a list of three (3) names from which the President shall select a HEO-series employee representative to the College HEO Committee for participation in the committee’s review of reclassification requests. The selected HEO-series employee shall not disclose the confidential information, deliberations or votes of the committee.
- Amend Paragraph 2.3.1 to include that HEO-series employees shall be notified of the outcome of a reclassification request within ninety (90) days of the submission of all required documentation for a reclassification request.

CLT Promotional Opportunities and Assignment Differential

Replace Article 22.2 and Article 22.5 (“Increased Promotional Opportunities”) with:

22.2 (a) In order to increase promotional opportunities for members of the Instructional Staff in the College Laboratory Technician titles, and in an effort to reach goals in each college of 10% in the Chief College Laboratory Technician title, 25% in the Senior College Laboratory Technician title and 65% in the College Laboratory Technician title, the University agrees that budgetary considerations shall not constitute a ground for withholding promotions to qualified persons recommended for promotion to such titles in accordance with established criteria and procedures, up to that percentage.

(b) Within thirty (30) working days of the effective date of the Agreement, a University-wide labor management committee composed of up to three (3) members designated by the Chancellor and up to three (3) members designated by the PSC shall be established to:

1. consult on amending the Instructional Staff Code of Practice to incorporate a review of responsibilities into the CLT-series promotion procedure and
2. review the CLT promotion and assignment differential procedures.

The committee shall meet at least once a semester.

(c) Upon the effective date of the Agreement, upon the recommendation of the appropriate supervisory personnel in recognition of excellence in performance or increased responsibilities, a CLT-series employee may, upon approval of the Board, be granted an additional Movement within the Salary Schedule.

(d) Upon the effective date of the Agreement, CLTs and Senior CLTs who have completed one or more years of service at the top salary step in their respective salary schedules shall be eligible for a discretionary assignment differential of \$2,500, to be added to their annual base salary, based upon excellence in performance or increased responsibilities within the title. Eligible employees may be nominated by their supervisors or may nominate themselves to receive the differential. Initial review of nominations shall be performed by the Department P&B. Positive recommendations from the P&B shall be forwarded to the President or the President's designee for decision, subject to approval of the Board.

(e) Eligible CLT-series employees whose Department P&B submits a recommended application 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 CLT-series employees whose Department P&B submits a recommended application 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.

(f) Effective September 1, 2025, CUNY shall provide the PSC with annual reports of all CLT promotions.

22.5 In recognition of the non-promotional status of the Higher Education Officer series titles the parties agree that:

(a) Upon the recommendation of the appropriate supervisory personnel in recognition of excellence in performance or increased responsibilities, a HEO-series employee may upon approval of the Board, be granted an additional Movement within the Salary Schedule.

(b) Effective August 25, 2016, Assistants to HEO, HEO Assistants or HEO Associates who have completed one or more years of service at the top salary step in their respective salary schedules shall be eligible for a discretionary assignment differential of \$2,500, to be added to their annual base salary, based upon excellence in performance or increased responsibilities within the title. Eligible employees may be nominated by their supervisors or may nominate themselves to receive the differential. Initial review of nominations shall be performed by the labor-management committee as constituted in Section 15.4 (f). Positive recommendations from the labor management committee shall be forwarded to the College HEO Committee; positive recommendations from the College HEO Committee shall then be forwarded to the President or the President's designee for decision, subject to approval of the Board.

(c) Eligible HEO-series 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.

HEO Assistant Advanced Degree Differential

Amend Article 24.8

Article 24.8 CLT Series/Assistant to HEO/HEO Assistant Differentials for Advanced Degrees

(a) Effective March 19, 2010, College Laboratory Technicians, Senior College Laboratory Technicians, Chief College Laboratory Technicians, and Assistants to Higher Education Officer who hold a master's degree from an accredited university in a field related to their job duties shall receive a \$1,000 annual salary differential.

Effective March 1, 2027, Higher Education Assistants who hold a master's degree from an accredited university in a field related to their job duties shall receive a \$1,000 annual salary differential.

(b) Effective March 19, 2010, College Laboratory Technicians, Senior College Laboratory Technicians, Chief College Laboratory Technicians, and Assistants to Higher Education Officer who hold a doctoral degree from an accredited university in a field related to their job duties shall receive a \$2,500 annual salary differential.

Effective March 1, 2027, Higher Education Assistants who hold a doctoral degree from an accredited university in a field related to their job duties shall receive a \$2,500 annual salary differential.

CLIP/Start Instructor 2-Year Appointments and Benefits Equity

Modify Appendix D (“CUNY START and CUNY LANGUAGE IMMERSION PROGRAM (“CLIP”) INSTRUCTORS”)

- Add to Section 2c (“Salary”):

CUNY Start Instructors selected as Teacher-Coaches will receive a salary differential of \$2,650 per semester.

- Add to Section 2e (“Salary”) second bullet a new paragraph:

In instances when there are no available or qualified CUNY Start Instructors or CETs to meet enrollment/student needs, the 6-month CET employment prerequisite in Section 2e of Appendix D may be waived.

CUNY agrees not to non-reappoint any CUNY Start Instructors as a direct result of waiving the 6-month CET employment prerequisite in Section 2e of Appendix D and to afford all CUNY Start Instructors serving in both support and lead roles the opportunity to apply to any vacancies during the formal search process.

- Add New Section 2f (“Salary”):

Employment During Annual Leave

CUNY Start Instructors who apply for and are assigned to teach during annual leave will work for the full summer session and will be paid their regular annual salary for any days that the summer session overlaps with instructional or program days that they otherwise would have been assigned in the regular CUNY Start sessions, and they will be paid at the hourly rate applicable to CUNY Start Instructors for work performed during annual leave days, in addition to receiving their annual salary as CUNY Start Instructors.

- Amend paragraph 4 (“Benefits”):

Delete subparagraph c. language and replace it with:

CUNY Start and CLIP instructors shall be covered by the following provisions of the PSC-CUNY collective Bargaining Agreement:

Article 16.4:	Travia Leave
Article 16.8:	Special Leaves for Childcare Leave
Article 16.10:	Paid Parental Leave
Article 16.11:	Dedicated Sick Leave and Catastrophic Sick Leave Programs
Article 26:	Welfare Benefits
Article 29:	Waiver of Tuition Benefits

- Add New #8 (Multi-Year Appointments):

The parties shall enter into a pilot program for appointments for Fall 2025 through Fall 2027 (3 years). Two-year appointments made within the pilot period shall be available starting Fall 2025 and shall continue to be available in each Fall semester through Fall 2027. The parties agree to meet no later than February 1, 2027, to determine whether to continue the pilot program or to modify the pilot program beyond Fall 2027. The pilot program shall sunset unless the parties agree to

modify or extend it beyond Fall 2027. For the terms of the CLIP/CUNY Start Multi-Year Appointment Pilot, see Appendix Q.

- **Add Appendix Q to the Agreement:**

APPENDIX Q: CLIP/CUNY Start Multi-Year Appointment Pilot

The first two-year appointment under the pilot shall be for Fall of 2025 and will continue to be available through Fall 2027. The last two-year appointment under the pilot shall be for Fall 2027.

CUNY Start Instructors who have completed ten (10) years of continuous service and have a satisfactory performance history in the CUNY Start Program shall be eligible for consideration for a 2-year appointment. Years of continuous service shall include consecutive full years of full-time equivalent service in the CUNY Start Program prior to February 12, 2017 (the date of annualization of the CUNY Start Instructor title).

CUNY CLIP Instructors who have completed ten (10) years of continuous service and have a satisfactory performance history in the CUNY CLIP Program shall be eligible for consideration for a 2-year appointment. Years of continuous service shall include consecutive full years of full-time equivalent service in the CUNY CLIP Program prior to February 12, 2017 (the date of annualization of the CUNY CLIP Instructor title).

To receive a 2-year appointment, CUNY Start Instructors and CUNY CLIP Instructors who satisfy the service and performance eligibility requirements must receive the positive recommendations of (1) the Instructor's supervisor at the college and (2) Central Office Program Team. Such recommendations shall be based on an assessment of programmatic needs, availability of funding, and performance.

CUNY Start and CLIP Instructors with an unsatisfactory performance assessment in the academic year in which they satisfy the service eligibility requirements, in accordance with Paragraph 5 of Appendix D, shall not be eligible for consideration for a 2-year appointment.

CUNY Start and CLIP Instructors eligible for a 2-year appointment shall be notified of their appointment or non-reappointment on or before July 1.

Eligible CUNY Start or CLIP instructors who are not appointed for programmatic and/or fiscal reasons to a 2-year appointment may be considered for a 1-year appointment. If appointed to a 1-year appointment, the Instructor shall be eligible for consideration for a 2-year appointment at the conclusion of the 1-year appointment.

Where an eligible CUNY Start or CLIP Instructor voluntarily declines a 2-year appointment, they will remain eligible for consideration for a 1-year appointment. If appointed to a 1-year appointment, the Instructor shall be eligible for consideration for a 2-year appointment at the conclusion of the 1-year appointment.

The pilot shall not modify any other existing terms of employment, including the assignment of CUNY Start and CLIP Instructors to any campus during the term of an appointment.

Matters of academic judgement are not subject to review under the grievance procedure. Matters of academic judgement include, but are not limited to:

1. the determination of how many CUNY Start and CLIP instructors are needed at each campus;
2. the criteria and information to be used in making determinations as to appointment and non-reappointment; and
3. the determination which CUNY Start or CLIP Instructor is best suited to teach at a particular college.

HEO Compensatory Time

Amend Article 15.4(c)

1. Employees in the Higher Education Officer ("HEO") who are non-exempt under the Fair Labor Standards Act ("FLSA") will receive compensatory time for the hours assigned between thirty-five (35) and forty (40) hours, on an hour for hour basis, and will receive payment, instead of compensatory time, at the rate of time and one half for hours worked in excess of forty (40) hours in a week.

Employees in the HEO series represented by the PSC who are exempt under the FLSA will receive compensatory time, on an hour for hour basis, for hours assigned in excess of thirty-five (35) hours in a week.

2. Eligibility for Overtime and Compensatory Time

Assigned overtime hours are hours a HEO series employee is assigned and approved to work in excess of their usual 35-hour workweek to perform their regular responsibilities or to work on a specific project in addition to their normal responsibilities. For example, when a supervisor assigns an employee in the HEO series to work for three hours on a Saturday in addition to their regular Monday to Friday 35-hour workweek.

To the extent possible, the supervisor shall provide the employee with 48 hours' notice of the assigned overtime. Assigned hours beyond the 35-hour workweek must be authorized in advance in writing by such administrator(s) as designated by the College President, and the employee's time records must reflect the additional hours worked. In cases where it is not practical to provide such advance notice and/or advance written authorization (*i.e.*, an emergency) such notice and/or authorization shall be provided thereafter as soon as it is practicable to do so by such administrator(s) as designated by the College President.

3. Use of Compensatory Time

Represented HEO-series employees shall be given quarterly statements of compensatory time accrued and/or taken.

Compensatory time earned during a quarter of the contractual HEO-series "leave year" (September 1 - August 31) shall be scheduled to be used as promptly as possible within the quarter, but no later than

30 calendar days after the end of the quarter in which the compensatory time was earned. The use of compensatory time shall be scheduled by the supervisor, in consultation with the employee.

In the event a supervisor is not able to schedule the compensatory time or any part thereof within the timeframes of 3b, any such compensatory time shall be either be (1) carried over up to a maximum of 60 days until such time as it can be used or (2) upon mutual agreement of the employee and the college, paid out at the employee's current rate of pay.

Accrued Annual Leave Usage Extension

Replace Article 14.9

14.9 It is the intention of the parties that all employees use their annual leave time within the annual leave year (September 1 through August 31) in which it is earned. In order to realize this objective, the parties mutually agree as follows:

- (a) Effective August 31, 1988, the maximum accrual of annual leave for members of the non-teaching instructional staff shall not exceed forty-five (45) working days as of December 31st of any year; provided, however, that any staff member who as of August 31, 1987 has accumulated annual leave in excess of forty-five (45) working days shall have a personal accrual maximum equal to the number of days accrued as of August 31, 1987. The annual leave balance in excess of forty-five (45) working days or in excess of the personal accrual maximum as of August 31, 1987 (hereinafter "excess days"), will be deducted from the employee's accrual balance on each December 31st, at the close of business, unless the procedure set forth below has been followed:

1 Not later than March 1st of each year, any employee who will, as of August 31st of that year, have excess days, unless sufficient annual leave time is taken prior to August 31st, shall submit to the head of the office a minimum of two alternatives to use the excess days before-December 31st.

2 The head of the office shall respond to the employee's written request within thirty (30) calendar days by either (1) approving the employee's request to use the excess days prior to December 31st or (2) providing a minimum of two alternatives to use the excess days by December 31st.

3 In the event the head of an office does not provide a timely response in accordance with (2) above, the employee may submit a written request consisting of a minimum of two alternatives to use the excess days before December 31st to

the senior executive(s) designated by the President of the College. The senior executive designated by the college President shall respond to the employee's written request within thirty (30) calendar days by either (1) approving the employee's request to use the excess days prior to December 31st or (2) providing two alternatives to use the excess days by December 31st.

4. If the head of the office and the senior executive(s) designated by the College President do not respond in accordance with (2) and (3) above, any excess days not taken prior to December 31 shall be carried over into the following leave year and must be used by December 31st.
5. If the department head or the senior executive(s) designated by the College President responds in accordance with (2) and (3) above, any excess days shall be deducted from the employee's accrual balance on December 31st.
6. This procedure shall not preclude an employee from submitting alternative requests or a department head from offering alternative options for taking the excess days prior to December 31st. However, if no alternative option is agreed upon and the department head or head of the office has provided the minimum two alternatives referenced in paragraphs 2 and 3, any excess days shall be deducted from the employee's accrual balance on December 31st.

Clinical Professors Annual Leave in 12-Month Programs

Amend Article 11.7(b) and Article 14 ("Leaves and Holidays")

Clinical Professors employed in 12-month programs shall be granted the equivalent number of annual leave days per academic year as provided in Article 14.1. Such days shall be available between September 1 and December 31 of the following academic year and will not carryover.

Educational Technology

- **Amend Article 3 ("Unit Stability") to include:**

The teaching faculty / instructor of record (individual appointed to teach a course) for every course offered in The City University of New York, regardless of modality, will be in an Instructional Staff title.

- **Amend Appendix L ("Labor-Management Committees") to include:**

In recognition of the expansion of technology utilization in higher education and its potential impact on terms and conditions of employment, within 120 days of the effective date of the Agreement, the parties shall establish a Labor-Management Committee on Educational Technology to discuss issues of educational and non-

educational technology as they relate to the Instructional Staff's terms and conditions of employment. The committee shall be composed of three members appointed by the President of the PSC and three members appointed by Chancellor or their designee (i.e., Senior Vice Chancellor for University Human Resources and Labor Relations).

The committee will meet as needed at the mutual convenience and agreement of the parties, but no less than twice per semester. The committee's discussions shall include, but not be limited to, the following issues: artificial intelligence; technology training; instructional design; and the impact of online teaching modalities on the terms and conditions of employment. The committee shall submit its advisory recommendations to the Chancellor or their designee (i.e., Senior Vice Chancellor for University Human Resources and Labor Relations) and the President of the PSC.

Hunter Campus Schools Enhancements

- **Amend Article 24 to include:**

Class Coverage:

Effective the start of the academic year following the full execution of the collective bargaining agreement, HCCS shall compensate teachers 1-hour at a per session rate of \$58.99 for each class they are assigned to cover in excess of one per academic year. The per session rate shall be adjusted by all future across-the-board wage increases.

Assistant Principals shall not be eligible for such payment.

Class coverage assignment will continue as per existing practice.

- **Sabbatical:**

This shall not be included in the bargaining agreement.

Hunter Campus College Schools shall send a letter to the PSC reflecting the following:

Effective the start of the academic year following the effective date of the Agreement, HCCS shall discontinue the practice of maintaining a sabbatical quota.

Effective the start of the academic year following the effective date of the Agreement, HCCS Faculty who apply for a semester at 100% pay will be considered for 80% pay in the event 100% is not feasible.

Otherwise, the sabbatical process and criteria for approving sabbaticals shall remain as is.

- **Incorporate into Article 24**

Longevity Service Credit:

- HCCS shall grant service credit of years taught in a NYC public school toward a longevity step to teachers from a NYC public school who are hired by HCCS after the start of the academic year following the effective date of this Agreement.
- HCCS shall review the number of teachers hired in the past 5 years with previous experience teaching in a NYC public school and consider extending service credit to them toward their next longevity step. There shall be no consideration of retroactivity.
- Annual Retention Payment:

Comprehensive Language to be drafted and agreed to by the parties.

Effective the start of the academic year following the effective date of the Agreement, HCCS employees in **[insert identified titles]** shall receive the equivalent of the UFT/DOE annual retention payment in the same manner and under the same conditions as provided to UFT/DOE bargaining unit members.

CUNY and the PSC agree to meet within 30 days of the full execution of the agreement to discuss implementation terms, including any required adjustment consistent with the intent to ensure payment of retention payments are equivalent to the UFT.

Personnel Files

Amend Article 19

Each unit within The City University shall maintain a personal file and an administration file for each employee. The personal and administration files may each consist of a paper component (i.e., hard copy file) and/or an electronic component, which together shall constitute the files under this Article.

College-Based Health and Health and Safety Labor Management Committees

Add New Article 39.3

Within 120 days of the effective date of the Agreement, CUNY and the PSC shall establish a safety and health committee at each college to discuss local safety and health workplace issues. The committee shall meet at least once per semester and consist of up to three (3) individuals selected by the college President or their designee and up to three (3) individuals selected by the PSC.

Labor Management Committees

Amend Appendix L

CUNY and the PSC agree to establish a labor-management committee(s) to

continue discussing the interests identified in negotiations relating to the following topics:

1. Graduate Assistant terms and conditions of employment;
2. EOC Workload;
3. Medical School Faculty terms and conditions of employment;
4. Adjunct Paid Parental Leave;
5. Procedures for Job Abandonment and unpaid leaves of longer than one year;
6. Librarian Reassigned time under Article 25.4.; and
7. Clinical Professor and Distinguished Lecturers terms and conditions of employment.

The committee(s) shall meet by mutual agreement at least once per semester.

Salaries above Base (Appendix C):

- Amend the Pilot Program under Second Addendum to Settlement Agreement to provide that the pilot program will extend through December 31, 2027.
- Modify footnote 24 to read: Upon the effective date of the Agreement, the permissible salary in excess of the base salary shall increase to 190% of the applicable base salary schedule for all eligible titles.
- Amend the Pilot Program under the First Addendum to the Settlement Agreement to include as eligible the titles of Lecturer, Doctoral Lecturer, Senior Lecturer, and Senior Doctoral Lecturer limited to the following conditions:
 - The immediate previous appointment without a break in service was as a Clinical Professor or Distinguished Lecturer;
 - the previous appointment as a Clinical Professor or Distinguished Lecturer title was on or prior to the start of the 2024-2025 academic year; and
 - salary as a Clinical Professor or Distinguished Lecturer at the time of appointment to a Lecturer, Doctoral Lecturer, Senior Lecturer, or Senior Doctoral Lecturer is higher than the maximum on the salary schedule of the title to which they are appointed.

Disciplinary Actions. Article 21:

- Rename current Appendix H to "Disciplinary Actions."
- Delete current Article 21 and permanently replace with current Appendix H.

Payment for Defined Projects through Stipends (Appendix M):

Amend Appendix M:

- Modify bullet 1 to extend the pilot program through December 31, 2027.
- Modify bullet 2 to read:

Eligibility for stipends will be limited to:

1. full time faculty members who are on the regular University payroll and who have a continuing CUNY appointment and
2. teaching adjuncts for the approved development of new online or hybrid course with an asynchronous component or the approved revision of an existing traditional course to an online or hybrid course with an asynchronous component.

- Modify bullet 11:

Except to the extent, if any, that a stipend is awarded in an amount below \$500 or above \$10,000; that a stipend is awarded to someone who is not a full-time faculty member other than an teaching adjunct approved for the development of new or existing online courses; that a stipend is awarded to a project that will exceed one year or. . . . [remainder the same]

- Modify bullet 12:

The Colleges will track the stipends awarded each semester of the pilot, and the University Office of Academic Affairs will provide the PSC with a summary report at the end of each academic semester.

Baruch College Workload Credit in Executive Degree and International Master's Programs (Appendix N):

Modify Appendix N

- The pilot is extended through December 31, 2027.

Article 9.10 Pilot

Amend Article 9.10 to make pilot permanent.

The President shall be required to respond to an appeal from a full-time faculty member regarding the negative decision on reappointment or tenure within 120 calendar days after the submission of an appeal is complete, including the submission of any additional materials and the meeting with the President, if the college permits one, whichever comes later.

Compliance with Mandatory federal, State, and University Trainings

The parties agree to enter into a side letter stating:

The PSC and CUNY shall collaborate to encourage full compliance with mandatory federal, state, and University trainings amongst all instructional staff employees.

Legislative Action: It is agreed by and between the parties that any provision of this agreement requiring legislative action to

permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

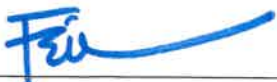
Savings Clause: In the event that any provision of this Memorandum of Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions.

Approval and Ratification: This Memorandum of Agreement is subject to approval by the Board of Trustees of The City University of New York and ratification by the membership of the Professional Staff Congress/CUNY and is subject to State and City funding guidelines and the costing analyses of The State of New York and The City of New York.

Enforceability: It is agreed by and between the parties that this Memorandum of Agreement shall not become effective and is not enforceable until the appropriate governmental bodies provide adequate funding of the economic package.

For the City University of New York:

For the Professional Staff Congress CUNY:



Félix V. Matos Rodríguez
Chancellor



James Davis
President

Date: 12/16/2024

Date: 12/16/24

Attachment A

Title Number	Description	Top Step Increase			Title Number	Description	Non Top Step Increase
04024	Assc Professor	\$1,250			04017	Asst to HEO	\$1,000
04008	Asst Professor	\$1,250			04166	CLIP Instructor	\$2,000
04017	Asst to HEO	\$1,250			04167	CUNY Start Instructor	\$2,000
04166	CLIP Instructor	\$2,000			04693	Chief College Lab Tech	\$5,000
04167	CUNY Start Instructor	\$2,000			04058	College Lab Tech	\$5,000
04693	Chief College Lab Tech	\$5,000			04071	EOC Assistant to HEO	\$1,000
04124	Clinical Professor	\$1,250			04613	EOC College Lab Tech	\$5,000
04058	College Lab Tech	\$5,000			04081	Graduate Asst A	\$4,000
04103	Dist Lecturer	\$1,250			04082	Graduate Asst B	\$4,000
04107	Dist Professor	\$1,250			04083	Graduate Asst C	\$1,000
04071	EOC Assistant to HEO	\$1,250			04085	Graduate Asst D	\$1,000
04613	EOC College Lab Tech	\$5,000			04603	HCCS Asst Teacher	\$4,000
04072	EOC HE Assistant	\$1,250			04724	HCCS Sr College Lab Tech	\$5,000
04073	EOC HE Associate	\$1,250			04734	HCCS College Lab Tech	\$5,000
04074	EOC HE Officer	\$1,250			04060	Sr College Lab Tech	\$5,000
04655	EOC Lecturer	\$1,250					
04070	EOC Lecturer Doc Sched	\$1,250					
04627	Einstein Professor	\$1,250					
04081	Graduate Asst A	\$4,000					
04082	Graduate Asst B	\$4,000					
04083	Graduate Asst C	\$1,000					
04085	Graduate Asst D	\$1,000					
04603	HCCS Asst Teacher	\$4,000					
04724	HCCS Sr College Lab Tech	\$5,000					
04734	HCCS College Lab Tech	\$5,000					
04099	HE Assistant	\$1,250					
04075	HE Associate	\$1,250					
04097	HE Officer	\$1,250					
04090	Instructor	\$1,250					
04096	Lecturer	\$1,250					
04065	Lecturer Doct Sch	\$1,250					
04108	Professor	\$1,250					
04134	Research Assc	\$1,250					
04132	Research Asst	\$1,250					
04060	Sr College Lab Tech	\$5,000					
04629	Univ Professor	\$1,250					
04226	Visiting Assc Professor	\$1,250					
04328	Visiting Lecturer	\$1,250					
04067	Visiting Lecturer Doct Sch	\$1,250					
04225	Visiting Professor	\$1,250					

Attachment B

CLIP Instructor Annual Rate Effective 3/1/27

11/1/2022	3/1/2023	4/1/2024	9/1/2025	9/1/2026	Hourly - 3/1/27
\$ 50,182	\$ 51,687	\$ 53,238	\$ 54,968	\$ 56,892	\$ 56.11
\$ 52,072	\$ 53,634	\$ 55,243	\$ 57,039	\$ 59,035	\$ 58.22
\$ 54,003	\$ 55,623	\$ 57,292	\$ 59,154	\$ 61,224	\$ 60.38
\$ 56,008	\$ 57,688	\$ 59,419	\$ 61,350	\$ 63,497	\$ 62.62
\$ 59,258	\$ 61,036	\$ 62,867	\$ 64,910	\$ 67,182	\$ 66.25
\$ 63,133	\$ 65,027	\$ 66,978	\$ 69,155	\$ 71,575	\$ 70.59
\$ 64,426	\$ 66,359	\$ 68,350	\$ 70,571	\$ 73,041	\$ 72.03
\$ 67,684	\$ 69,715	\$ 71,806	\$ 74,140	\$ 76,735	\$ 75.68
\$ 69,983	\$ 72,082	\$ 74,245	\$ 76,658	\$ 79,341	\$ 78.25
\$ 72,280	\$ 74,448	\$ 76,682	\$ 79,174	\$ 81,945	\$ 80.81
\$ 74,575	\$ 76,812	\$ 79,117	\$ 81,688	\$ 84,547	\$ 83.38
\$ 76,870	\$ 79,176	\$ 81,551	\$ 84,202	\$ 87,149	\$ 85.95
\$ 79,170	\$ 81,545	\$ 83,991	\$ 86,721	\$ 89,756	\$ 88.52
\$ 81,466	\$ 83,910	\$ 86,427	\$ 89,236	\$ 92,359	\$ 91.08
\$ 83,764	\$ 86,277	\$ 88,865	\$ 91,753	\$ 94,965	\$ 93.65
\$ 87,004	\$ 89,614	\$ 92,303	\$ 95,302	\$ 98,638	\$ 97.28
\$ 92,878	\$ 95,664	\$ 98,534	\$ 101,737	\$ 105,297	\$ 103.84

Agreement expires, is conditioned on full execution by the parties to successor Memorandum of Agreement that incorporates this sheet and ratification of their MOA by the union.

JD 12/13/24

Attachment C - Part 1

Multi-Year Appointment For Teaching Adjuncts

To be incorporated into the contract language provided on 10-24-24

1. Term of Pilot: Subject to ratification and Board approval, the parties agree to a pilot program that establishes multi-year appointments for teaching adjuncts beginning with Fall 2025 appointments and shall continue to be available in each Fall semester through Fall 2028.
2. Eligibility Criteria for Initial Consideration
 - a. Adjuncts who met the eligibility requirements under the expired App E pilot as of the conclusion of the 2023-2024 academic year.
 - b. Adjuncts on 3-year appointments under the expired App E pilot.
 - c. All others: adjuncts who have taught at least six (6) contact teaching hours per semester within the same department of the college for the 12 most recent consecutive semesters (excluding summer sessions). Qualifying contact hours in credit bearing academic programs (excluding summer sessions) agreed to in accordance with Paragraph 4 shall count as department contact hours.
 - d. 12 out of 14 semesters of 6 contact hours assigned per semester in the same department of the college and/or academic program agreed to in accordance with Paragraph 4 – “provided the adjunct was initially assigned to teach at least 6 contact hours in the semester(s) resulting in the lack of continuity and that the adjunct lost no more than 1 course owing to insufficient enrollment or reassignment of a course to another faculty member; and/or up to 2 semesters owing to medical reasons in the semester(s) at issue.” (identical to expired Appendix E)
3. Substitute Service Counts for eligibility in the same way as it did under the expired App E pilot.
4. Eligibility for Credit Bearing Academic Program Contact Hours

Contact hours assigned in Credit Bearing Academic Programs (excluding summer session) agreed to between CUNY and the PSC shall count as contact hours in the department. Such agreement shall be limited to academic programs in which the Department is responsible for appointing and evaluating performance in the academic program. The parties shall establish a mutually agreed to process by which to review academic programs. A college's determination as to whether an academic program qualifies is not subject to Article 20.

JD 4/3/24

5. Term of Appointment

a. *Two Year Appointment*

Adjuncts are eligible under paragraph 2 are eligible for consideration for a 2-year appointment. If appointed, an adjunct shall be assigned a minimum of 6 contact hours per semester in their department and/or academic program that the parties agree to pursuant to paragraph 3.

b. *Discretionary Third Year*

At the conclusion of the first year of an initial or successive 2-year appointment, adjuncts assigned six (6) contact hours per semester during the first year of their initial or successive 2-year appointment are eligible for and may be considered, upon the approval of the President or their designee (i.e., Dean or Provost), for a discretionary third year. Any such consideration for or appointment to a discretionary 3rd year is at the discretion of the Department Chair and President and is not subject to review under Article 20.

Adjuncts being considered for a discretionary third year shall be notified by May 31.

Adjuncts on 2-year appointments who are either not considered for or not appointed to a discretionary third year or decline the discretionary third year shall remain eligible for consideration for successive 2-year appointments in accordance with Paragraphs 6 and 7.

6. Consideration for Initial and Subsequent 2-Year Appointments

- a. Requires recommendation of Department P&B, Department Chair, and approval of the College President or their designee [i.e., Dean or Provost].
- b. The Department P&B and Department Chair recommendation to the College President or their designee [i.e., Dean or Provost], the Department Chair and/or the Department P&B shall be based on a review of the fiscal and programmatic needs of the department and the eligible adjunct's performance, which shall include at least one 50-minute classroom observation conducted in the two most recent prior academic years.

7. Eligibility Criteria for Consideration for Successive 2-year appointments and for Adjuncts Eligible under Paragraphs 2a and 2b

Adjuncts must satisfy all three eligibility criteria:

- a. No more than 1 unsatisfactory performance review;
- b. No more than 1 instance of being assigned fewer than 6 contact hours during a 2-year or 3-year appointment. An adjunct who independently identifies and is assigned NTA or teaching work not assigned in the previous semester and that fully offsets the deficit in contact hours during no more than one semester during a two-year appointment shall remain eligible.

JD 12/13/24

- c. No declination of an assigned course. Adjuncts shall not be disqualified for declination if they meet the identical criteria in the Expired App E – declination due to their own illness, need to care for an ill member of immediate family; care for a newborn child or newly adopted (up to 5 years old); receipt of academic grant or fellowship that involves full-time commitment or absence.

8. Appointment/Nonreappointment Notification: May 31

Corresponding change to Article 10.1(a) to align dates.

9. Status of Adjuncts not Appointed or Nonreappointed

- a. Eligible for consideration for a 2-semester appointment in the academic year following the nonreappointment (i.e., an eligible adjunct nonreappointed for Fall 2025 is eligible for consideration for a 2-year appointment for Fall 2026).
- b. Such consideration is discretionary – will only receive notice of appointment.
- c. If given a 2-semester appointment and assigned 6 contact hours in each semester of the appointment in the same department or academic program, adjunct will be eligible for consideration for a 2-year appointment.

10. Voluntary Waiver or Declination

- a. Written Notice provided to HR and PSC – prior to May 31.
- b. Can waive or decline no more than once.
- c. Eligible for consideration for up to two successive 2-semester appointments
- d. If given two successive 2-semester appointments and assigned 6 contact hours each semester of each appointment, adjunct will be eligible for consideration for a 2-year appointment.

11. Exception to assignment of minimum of 6 contact hour per semester requirement

- a. Adjuncts on 2-year appointments and adjuncts on appointments under the expired App E pilot may be assigned less than 6 contact hours in a semester when there are changes in the programmatic needs or the availability of funding in the college/department during the appointment that prevent the assignment of six contact hours.
- b. Such a reduction in contact hours requires a programmatic and fiscal assessment identical to the one performed at the time of the appointment. Any such reduction shall be communicated to the employee as soon as the department has determined that its programmatic needs and/or fiscal ability have changed from the time of the initial appointment such that it is unable to assign the adjunct 6 contact hours.

JD 12/13/24

- c. Adjuncts assigned less than 6 contact hours pursuant to this paragraph will be eligible to enroll in COBRA and maintain their health benefits at no cost for one semester during a 2-year appointment.
- d. To maintain their health benefits, adjuncts shall be required to submit all documents in a timely manner in accordance with the procedures communicated by the college HR office.

12. Time off for Illness and Emergency shall be identical to that provided under App E pilot.

- a. 3 hours of leave per course
- b. Carryover of leave for all adjuncts on appointments under the expired App E pilot.

13. CUNY shall provide 2-Year adjunct eligibility information to the PSC every Fall Semester

14. Dispute Resolution

- a. Labor Management committee
- b. Any grievances submitted to Arbitration must be submitted by the PSC.
- c. Remedy for material procedural violation(s) is to consider adjunct for 2-year appointment beginning the Fall semester subsequent to a decision finding a material violation.
- d. Resolution of pending expired Appendix E pilot disputes: PSC agreed to review the status of all pending claims and meet with CUNY within 30 days of ratification and Board approval of Memorandum of Agreement to discuss the settlement of pending claims for all adjuncts not reappointed for reasons other than performance.

Attachment C - part 2
October 24, 2024 CUNY Counter Proposal to September 19, 2024 PSC Counter

Successor to Appendix E Pilot for Teaching Adjuncts

Modify Article 10.1(a)(3):

Persons in adjunct titles hired on a semester basis shall receive such notice on or before December 1 in the Fall semester or ~~May~~June 15 in the Spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum which shall be communicated to the employee as soon as they are known to the appropriate college authorities.

An employee who has served as an adjunct in the same department of the college for not fewer than six (6) consecutive semesters (exclusive of summer sessions) during the three (3) year period immediately preceding the appointment, to whom the college intends to offer another appointment, shall be notified on or about ~~May~~June 15 of appointment for both the following Fall and Spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum in each semester, which shall be communicated to the employee as soon as they are known to the appropriate college authorities. Such notification shall also be subject to all other conditions of employment including, but not limited to, the workload provisions of Article 15.2.

Effective the Fall 2008 semester, where an adjunct's continuous appointments are immediately followed by an appointment to a Substitute full-time position on the instructional staff with no break in service, and the period of Substitute service is immediately followed by continuous appointment to an adjunct title with no break in service, the period of adjunct service immediately preceding the Substitute appointment will be added to the continuous adjunct service immediately following the Substitute service, as though there were no break in adjunct service, for the purpose of determining eligibility for appointment for both the following Fall and Spring semester.

October 24, 2024 CUNY Counter Proposal to September 19, 2024 PSC Counter
Successor to Appendix E Pilot for Teaching Adjuncts

Modify Article 10.1(a)4 to read:

1. Terms of New Pilot Program

The terms of the Appendix E (“Multi-Year Appointment for Teaching Adjuncts”) pilot program in the December 1, 2017 to February 28, 2023 Agreement expired at the conclusion of the 2023-2024 academic year (hereafter “expired Appendix E pilot program”). Appointments under the expired Appendix E pilot program shall remain in effect and are subject to the terms of the new pilot program for the term of each appointment.

The parties agree to enter into a new pilot program upon the full execution of this Agreement through June 15, 2027. 2-year appointments made within the new pilot program shall be available for three (3) academic years starting in Fall 2025 through Fall 2027 and shall remain in effect and subject to the terms of the new pilot program for the term of each appointment. The last 2-year appointment under the new pilot program shall be Fall 2027.

The parties shall initiate discussions no later than January 1, 2027, to determine whether to continue or modify the new pilot program. If the parties are unable to agree to continue or modify the new pilot program prior to April 15, 2027, the new pilot program will terminate, and the terms governing adjunct appointments for Fall 2028 and thereafter will revert to Article 10.1(a)3.

2. Service and Workload Eligibility for Consideration for an Initial 2-Year Appointments

a. Eligibility for Consideration for an Initial 2-Year Appointment

Teaching Adjuncts not employed as full-time faculty at CUNY shall be eligible for and must be considered, in accordance with Paragraph 3, for an initial two-year appointment under the new pilot program if they:

1. they were eligible under the expired Appendix E pilot as of the conclusion of the 2023-2024 academic year and satisfy the eligibility requirements of Paragraph 3(b);
2. their appointment under the expired Appendix E pilot expires after the conclusion of the 2023-2024 academic year and satisfy the requirements of Paragraph 3(b);
3. taught at least six (6) contact teaching hours per semester within the same department or credit-bearing courses in academic program(s) (in accordance with Paragraph 2(d)) of a college for the twelve (12) most recent consecutive semesters (excluding summer sessions);
or
4. taught at least six (6) contact teaching hours per semester within the same department or credit-bearing courses in academic program(s) (in accordance with Paragraph 2(d)) of a college for at least twelve (12) of the fourteen (14) most recent consecutive semesters (excluding summer sessions) provided the adjunct was initially assigned to teach at least six (6) contact hours in the semesters(s) resulting in the lack of continuity and that the adjunct

October 24, 2024 CUNY Counter Proposal to September 19, 2024 PSC Counter

Successor to Appendix E Pilot for Teaching Adjuncts

lost no more than:

- a. one (1) course owing to insufficient enrollment or reassignment of a course to another faculty member; and/or
- b. up to two (2) semesters owing to medical reasons in the semester(s) at issue.

The combination of (a) and (b) above may not exceed two (2) semesters.

A teaching adjunct who believes that their service in at least twelve (12) of the fourteen (14) most recent semesters (excluding summer sessions) counts as qualifying service as set forth herein must self-identify to the college Human Resources Office and the department chair no later than the end of the second week of the Spring semester in which they would be considered for a two-year appointment and provide documentation satisfactory to the college's Office of Human Resources. The college shall determine whether the adjunct meets the eligibility criteria set forth herein for consideration for a two-year appointment and shall notify the adjunct whether they are eligible to receive consideration for such appointment.

- b. A teaching adjunct is eligible for consideration for and may hold only one 2-year appointment. In the event an adjunct satisfies the service and workload eligibility requirements in paragraph 2(a) at two colleges, they shall be eligible for consideration for a two-year appointment at the college where they first met the service and workload eligibility requirements of paragraph 2(a).
- c. Substitute Service within a Department for Purposes of Eligibility

Up to four (4) semesters of substitute service in a teaching title within the same department or credit bearing courses in academic programs (in accordance with Paragraph 2(d)) of the college may be counted as qualifying service for an initial 2-year appointment.

Continuous substitute service during a 2-year appointment shall not disqualify the adjunct from being considered for a 2-year appointment for the Fall following the conclusion of their substitute service.

- d. Contact Hours in Credit-Bearing Courses in Academic Programs for Initial Eligibility

Contact hours within agreed to credit bearing courses in academic program(s) assigned during a semester (excluding summer sessions) shall count toward the workload eligibility requirements of Paragraphs 2(a)(3) and 2(a)(4).

The PSC shall provide a list of credit bearing courses in academic programs and/or academic programs with credit bearing courses that it wishes CUNY to consider for workload eligibility purposes by September 1 for the following academic year. CUNY shall review the list provided by the PSC and, subject to the approval of the Department Chair and college Dean or Provost or their designee, shall include the credit bearing courses within academic programs and/or academic programs with credit-bearing courses that satisfy the following

October 24, 2024 CUNY Counter Proposal to September 19, 2024 PSC Counter

Successor to Appendix E Pilot for Teaching Adjuncts

criteria:

1. The department for which the contact hours count for purposes of eligibility is responsible for assigning the adjunct the credit bearing course(s) in the academic program(s); and
2. The department P&B of the department that assigns the adjunct to the credit bearing course(s) in the academic program(s) evaluates the adjunct's performance in the course(s).

Credit bearing courses within academic programs and/or academic programs with credit-bearing courses may only be added by agreement of the parties. Such agreement shall be reflected in Appendix 1.

3. Eligibility for Successive 2-Year Appointments¹

- a. Adjuncts appointed to initial 2-year appointments are eligible for and must be considered for successive two-year appointments, in accordance with Paragraph 4 if they meet the requirements of Paragraph 3(b).
- b. A teaching adjunct shall be eligible for consideration, in accordance with Paragraph 4, for successive 2-year appointments if they have:
 1. no more than one (1) unsatisfactory performance assessment during a 2-year appointment;
 2. no more than one (1) semester of fewer than six (6) contact hours per semester during a 2-year appointment; or
 3. no declination of an assigned course during a 2-year appointment.
- c. Exceptions to Eligibility Requirements for Successive 2-Year Appointments
 1. Exceptions to Paragraph 3(b)(2) – No more than one semester of fewer than six (6) teaching contact hours per semester during a 2-year appointment
 - a. Adjuncts assigned less than six (6) contact hours in a semester during the term of a 2-year appointment shall be exempt for one (1) semester from the eligibility requirements of paragraph 3(b)(2) if they independently identify and are assigned non-teaching or teaching work that makes up the deficit between six (6) contact hours and the hours they were assigned for the semester. To qualify for the exemption, the adjunct must self-identify to the college Human Resources Office and the department chair no later than the end of the second week of the Spring semester in which they would be

¹ The following categories of teaching adjuncts shall be treated as being subject to the eligibility requirements for successive 2-year appointments:

- a. Adjuncts previously eligible under the expired Appendix E pilot;
- b. Eligible adjuncts who are not appointed/reappointed and are eligible for consideration for a 2-Year appointment under Paragraph 8(a); and
- c. Eligible adjuncts who waived or declined a two-year appointment and eligible for consideration for a 2-year appointment under Paragraph 8(b).

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Successor to Appendix E Pilot for Teaching Adjuncts

considered for a successive 2-year appointment and provide documentation satisfactory to the college's Office of Human Resources of having worked the deficit in contact hours. The college shall determine whether the adjunct satisfies the exception for consideration for a two-year appointment and shall notify the adjunct whether they are eligible to receive consideration for such appointment.

Colleges and/or departments shall have no obligation to identify or assign work to an adjunct assigned fewer than six (6) contact hours in a semester during a 2-year appointment.

- b. A Department P&B, Department Chair and College President or their designee [e.g., Provost or Dean] may consider teaching adjuncts otherwise disqualified from consideration for a successive 2-year appointment under Paragraphs 3(b)(2) in accordance with Paragraph 6. Any such consideration or appointment is at the discretion of the college and is not subject to review under Article 20.

2. Exception to Paragraph 3(b)(3) – Declination of Assignment

An adjunct serving in a 2-year appointment may seek to be excused for up to one (1) semester from Paragraph 3(b)(3)'s requirement upon the submission of documentation satisfactory to the college's Office of Human Resources establishing the need for such owing to 1) the adjunct's own illness; 2) the need to care for an ill member of the adjunct's immediate family; 3) the need to care for a newborn child or a newly adopted child, adopted at up to five (5) years of age; or 4) receipt of an academic grant or fellowship that involves full-time commitment or absence. If approved, such one-semester break in service shall not serve to disqualify the adjunct from consideration for a successive 2-year appointment under Paragraph 3(b)(3).

4. 2-Year Appointments Requirements

To receive a 2-year appointment, an adjunct who satisfies the service and workload eligibility requirements in Paragraph 2 must receive the positive recommendations of (1) the Department Chair, (2) the Department P&B, and (3) College President or their designee [e.g., Provost or Dean].

The Department P&B's recommendation shall be based on an assessment of the adjunct's performance in accordance with Paragraph 5.

The recommendations of the Department Chair and College President or their designee [e.g., Provost or Dean] shall be based on (a) an assessment of the adjunct's performance in accordance with Paragraph 5 and (b) an assessment of the continuing need for the position in accordance with Paragraph 6.

5. Assessment of Performance

In assessing the performance of an eligible adjunct, the Department P&B and Department Chair

October 24, 2024 CUNY Counter Proposal to September 19, 2024 PSC Counter

Successor to Appendix E Pilot for Teaching Adjuncts

and/or College President or their designee [e.g., Provost or Dean] shall review the adjunct's performance for a minimum of the two academic years preceding consideration for an initial or successive 2-year appointment.

The P&B, Department Chair, and/or President or their designee [e.g., Provost or Dean] may consider prior performance as they deem appropriate.

The assessment of performance shall, at a minimum, consist of a review by the Department P&B, the Department Chair and/or President or their designee [e.g., Provost or Dean] of a 50-minute teaching observation conducted within the two (2) academic years preceding an initial or successive appointment.

During a 2-year appointment, the adjunct shall follow existing departmental policies regarding student evaluations.

The performance assessment criteria and the weight accorded to each by the P&B, Department Chair, and/or College President or their designee [e.g., Provost or Dean] in the consideration of an eligible adjunct's appointment is an exercise of academic judgment not subject to review under Article 20.

6. Assessment of the Continuing Need for the Position

In assessing the continuing need for a position, the Chair and the College President or their designee [e.g., Provost and Dean] shall conduct an assessment of:

- a. the programmatic needs of the department or college (e.g., (1) sufficiency of registration - past, current and anticipated enrollment numbers in the adjunct's department, or specific discipline; (2) the number of course sections anticipated to be offered in the department/discipline and its sub-areas that require particular expertise to teach, in the next and succeeding semesters vis-à-vis the numbers offered in prior semesters; (3) courses that have been or are slated to be eliminated in the adjunct's department/discipline; the adjunct's experience and qualifications to teach the courses that are being offered; (4) the need to give priority to full-time faculty, graduate assistants and adjuncts in the middle of 2-year appointments under the new pilot program or 3-year appointments under the expired Appendix E pilot program in the scheduling of courses, including the need to assign courses to full-time faculty returning from leave and to newly-hired full-time faculty; (5) the requirements with regard to the ability to teach co-requisite courses; (6) material modification of a program and/or changes in curriculum; and (7) and/or changes in department staffing (e.g., anticipated full-time faculty hires); and
- b. the availability of funding in the department or college that impacts the operation of the department.

The criteria and the weight accorded to the assessment of continuing need for the position by the Chair and the College President or their designee [e.g., Provost or Dean] is an exercise of academic

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Successor to Appendix E Pilot for Teaching Adjuncts

judgment not subject to review under Article 20. Such judgment includes the determination of which courses to offer, the number of sections to offer per course, and the determination of who shall teach a course/section.

7. Appointment/Nonreappointment Notification

Adjuncts eligible for a 2-year appointment shall be notified of their appointment or nonreappointment on or before June 15.

8. Status of Eligible Adjuncts not appointed/reappointed to or waive consideration/decline 2-year appointments.

a. Teaching Adjuncts Not Appointed/Reappointed to 2-Year Appointment – One Academic Year Waiting Period

An eligible adjunct who is not appointed or reappointed to a two-year appointment for reasons other than unsatisfactory performance remains eligible and may be considered, at the discretion of the college, for a 2-semester appointment for the academic year following the nonreappointment (e.g. an eligible adjunct not appointed or reappointed to a 2-year appointment in the Fall of 2025 may be considered for a 2-semester appointment in Fall of 2026). Any such consideration or appointment is at the discretion of the college and is not subject to review under Article 20.

Adjuncts appointed to such a 2-semester appointment shall be notified of the appointment by June 15. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum which shall be communicated to the employee as soon as they are known to the appropriate college authorities. If the adjunct is assigned six (6) contact hours per semester in a department during the 2-semester appointment, the adjunct shall be eligible for and must be considered for a 2-year appointment, in accordance with Paragraph 3.

b. Voluntary Written Waiver of Consideration for or Declination of a 2-Year Appointment

By written notice to a Department Chair, an eligible adjunct may voluntarily waive consideration for or decline an offer of a 2-year appointment. Such written notice of a waiver or declination of a 2-year appointment shall be provided to the college's Office of Human Resources and the PSC Department of Contract Enforcement prior to June 15. During the term of the waived or declined 2-year appointment, the adjunct shall remain eligible and may be considered, at the discretion of the college, for consecutive 2-semester appointments. Any such consideration or appointment is at the discretion of the college and is not subject to review under Article 20.

Adjuncts appointed to such 2-semester appointments shall be notified of the appointment by June 15. Such notification of appointment shall be subject to sufficiency of registration and

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changes in curriculum which shall be communicated to the employee as soon as they are known to the appropriate college authorities. If the adjunct is assigned six (6) contact hours per semester in a department during the waived or declined 2-year appointment, the adjunct shall be eligible for and must be considered for a 2-year appointment, in accordance with Paragraph 3. Any additional waivers or declinations of appointments by the adjunct shall be treated as a non-reappointment and subject to Paragraph 8(a).

9. Minimum Contact Hour Requirement During 2-year Appointment

- a. During the term of a 2-year appointment, an adjunct shall be assigned a minimum of six (6) classroom contact hours in their department or credit bearing courses in academic programs (in accordance with Paragraph 2(d)) in each semester during their 2-year appointment but shall have no entitlement to a particular course/courses or schedule. The department chair shall have the final authority in the exercise of academic judgment to determine who will be assigned to teach which courses and when the courses will be offered.
- b. If an adjunct declines to teach a course as assigned by a department chair during a 2-year appointment, the 2-year appointment shall be voided. Four (4) unauthorized latenesses of fifteen (15) minutes or more in an assigned course shall constitute a declination. The declination shall also constitute a break in service for eligibility for 2-semester and 2-year appointments. An adjunct whose appointment is voided because of a declination may be considered, at the discretion of the college, for consecutive 1-semester appointments.

Any such consideration or appointment is at the discretion of the college and is not subject to review under Article 20. Adjuncts appointed to such 1-semester appointments shall be notified of the appointment on or before June 15 for the Fall Semester and on or before December 1 for the Spring Semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum which shall be communicated to the employee as soon as they are known to the appropriate college authorities.

- c. Notwithstanding Paragraph 9(b), an adjunct serving on a 2-year appointment may seek to be excused for up to one semester upon the submission of documentation satisfactory to the college's Office of Human Resources establishing the need for such owing to 1) the adjunct's own illness; 2) the need to care for an ill member of the adjunct's immediate family; 3) the need to care for a newborn child or a newly adopted child, adopted at up to five (5) years of age; or 4) receipt of an academic grant or fellowship that involves full-time commitment or absence.
- d. Exception to Minimum Contact Hour Requirement

A department or college may assign less than six (6) teaching contact hours to adjuncts on 2-year appointments (including adjuncts with an appointment under the expired Appendix E pilot) when there are changes in the programmatic needs or the availability of funding in the department/college during the term of the appointment that prevent the assignment of six (6)

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teaching contact hours. Such a reduction in hours is subject to and shall require (1) an assessment of the continuing need for the position in accordance with Paragraph 6 and (2) notification to the adjunct prior to the start of the semester in which they will be assigned less than six (6) contact hours.

An adjunct whose appointment falls below six (6) teaching contact hours in a semester during a 2-year appointment due to changes in the programmatic needs or fiscal ability of a department or college shall, with the exception of the maintenance of health insurance benefits for one (1) semester, forego the salary and benefits or other rights to which an appointment of six (6) contact hours would entitle them.

e. Maintenance of Health Insurance for one (1) Semester:

Adjuncts who receive their primary health insurance through CUNY by virtue of a 2-year appointment and assigned less than six (6) contact hours during the term of a 2-year appointment will be eligible to enroll in COBRA and maintain their health insurance benefits at no cost for one (1) semester of the 2-year appointment. To qualify, the adjunct must submit all required documents in a timely manner according to the procedures communicated by the college Office of Human Resources.

10. Time off for Personal Illness/Emergency

Adjuncts on two-year appointments will earn three (3) hours per year of personal illness/emergency leave for each 3-credit course taught in a semester (or prorated amount for courses of less than or more than 3 credits), up to a maximum of twelve (12) per year. Such personal illness/emergency leave hours may accrue up to a maximum of twenty-four (24) contact hours. Adjuncts who are reappointed to a 2-year appointment may carry over up to twenty-four (24) contact hours of leave. An adjunct is not entitled to carry over the leave to an appointment other than a 2-year appointment, nor is an adjunct entitled to receive a payout for unused days.

Adjuncts eligible for consideration for a 2-year appointment under Paragraph 2(a)(1) and 2(a)(2) shall be eligible to carryover up to twenty-four (24) contact hours of leave to an initial and successive 2-year appointments.

11. Disciplinary Procedures

Adjuncts who receive 2-year appointments continue to be subject to discharge for just cause, subject to the Grievance and Arbitration article (Article 20) and not to Article 21 of the collective bargaining agreement.

12. Information

Each Fall semester, CUNY shall provide the PSC with the list of all eligible adjuncts considered

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for a 2-year appointments in the prior Spring semester and the appointment decision as to each.

13. Pilot Program Dispute Resolution

- a. A Labor Management Committee shall be established to meet at least once per semester to monitor the implementation of the pilot program, review all relevant data and resolve disputes that arise in the implementation of the pilot program, consistent with the intent of the pilot.
- b. Appeals of Grievances under Article 20.4 to Step 3 must be submitted by the PSC.
- c. The remedies for violations of this Article shall be limited to material violations of its terms; harmless error shall not warrant a remedy.
- d. The remedy for a material violation of this article shall be a remand to the college to consider the adjunct for a 2-year appointment in accordance with Paragraph 4 for the Fall semester of the academic year following an adverse decision.
- e. Resolution of Pending Disputes
 1. PSC shall withdraw with prejudice any PERB claims relating to the expired Appendix E pilot program.
 2. PSC shall withdraw with prejudice all pending grievances and arbitrations related to the nonreappointment of adjuncts for reasons other than performance under the expired Appendix E pilot program.
 3. CUNY agrees to consider each named adjunct in the pending grievances and arbitrations in paragraph 13(e)2 for a 2-year appointment in Fall 2025 in accordance with the terms of the pilot program.

Attachment E



Office of the Senior Vice Chancellor
for Labor Relations

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

Appendix O
PSC-CUNY Paid Parental Leave Policy

1. **Eligibility** - Full-time employees¹ who have a minimum of one year of service with CUNY² are eligible for a continuous leave of absence once every 12-month period to care for and bond with a newborn child or a newly adopted or fostered child, adopted or fostered at up to five years of age, not to exceed twelve weeks.

2. **Commencement of Leave** - Employees covered under paragraph 1 above are eligible for twelve consecutive weeks of paid parental leave, which must be taken immediately upon the child's birth or adoption, or foster placement of the child,³ except as follows:
 - a) For the birth parent, paid parental leave shall commence immediately upon the expiration of approved use of temporary disability leave related to childbirth.

 - b) Paid parental leave may be taken prior to the birth when deemed medically necessary for the birth parent, and the birth parent does not have sufficient temporary disability leave to cover that period.

 - c) Paid parental leave may be taken prior to the adoption of or foster placement of the child when necessary to fulfill the legal requirements for an adoption or foster care (e.g., foreign travel).

 - d) For eligible couples in the bargaining unit who work in the same department at the same college, the parental leaves may not be taken concurrently (or concurrently with the birth

¹ Persons employed as substitutes who do not have an underlying regular annual appointment are not eligible for the Paid Parental Leave Benefit.

² Teaching faculty who have completed two continuous semesters of teaching and become parents during the period of annual leave, as defined in section 14.1 of the PSC/CUNY collective bargaining agreement, are eligible for the Paid Parental Leave Benefit.

³ Reference to "adoption" shall be understood to mean the formal placement of a child with the employee for adoption.

mother's period of disability leave, if any), but must be taken consecutively. The couple would be eligible for two consecutive leaves limited to a combined total of 21 rather than 24 weeks. In no event may either parent take a leave of more than twelve weeks. The couple may appeal to the President of the College for permission to take the leave concurrently. The decision of the President is final.

3. **Scheduling Options** - Full-time classroom teaching members of the Instructional Staff (hereinafter "teaching faculty" or "faculty")⁴ may elect one of the options below in lieu of taking twelve weeks of paid parental leave immediately following the birth, adoption, or fostering of a child (or immediately following the expiration of approved use of temporary disability leave for the birth parent), as set forth in paragraph 2 above. The election shall be made at the time they file their notice of intent to take paid parental leave.
- a) They may elect to receive 9-contact hours release to be take in any combination during the semester of the birth and/or following semester.
 - b) In the event there are five or fewer weeks remaining in the semester at the time the faculty member becomes eligible to take paid parental leave (*i.e.*, upon the birth or adoption of the child or upon the expiration of the approved temporary disability leave for the birth mother), he/she may elect to take paid parental leave for the remainder of that semester and to receive a 6-contact-hour release in the next semester; if the faculty member does not so elect, she/he will be entitled to take the remaining weeks of paid parental leave (*i.e.*, up to the full twelve weeks) in the next semester.
 - c) A faculty member who becomes eligible for paid parental leave during the period of annual leave as set forth in section 14.1 of the PSC/CUNY collective bargaining agreement may elect either i) to take twelve weeks of paid parental leave commencing effective with the first day of the Fall semester following the period of annual leave (or at the expiration of the approved period of temporary disability leave for a birth mother, to the extent that such period extends into the Fall semester), or ii) to receive a 9-contact-hour release in any combination to be taken in the Fall semester following the period of annual leave and/or in the following Spring semester, or receive the equivalent of 9-contact hours release over the course of both semesters. The scheduling option is subject to the

⁴ It is understood and agreed that the provisions of this policy pertaining to teaching faculty also apply to faculty counselor approval s hired of prior to September 1, 1998.

- c) It is the intention of the parties that a faculty member not be on leave for two semesters; faculty, accordingly, are encouraged to utilize the course release options in subparagraphs (a) through (c) above, as appropriate.
4. **Notice** - The employee is required to give notice of his/her intent to take paid parental leave by filing an application form at least 90 days prior to the expected due date of the baby or 90 days prior to the expected placement of the child with his/her adoptive or foster parents; in the event that the adoption or foster placement date is not known 90 days in advance, the application must be filed as soon as the placement date is known to the parent. The employee must file the application form with the Director of Human Resources, after obtaining the signature of his/her department chair or unit head.
5. **Service Credit** - As with other paid leaves, the period the employee is on paid parental leave will count as service. However, an employee in a title eligible for tenure, a Certificate of Continuous Employment ("CCE"), or a Certificate of Continual Administrative Service ("CCAS" or "13.3b") who does not yet have tenure, a CCE, or a 13.3b appointment, who takes a paid parental leave during his/her first six years of service (four years for CLT series employees and Lecturers) may, at his/her discretion, elect to have the period of the leave serve as a bridge, in the same manner as does unpaid child care leave taken under section 16.9 of the PSC/CUNY collective bargaining agreement. While the eligible employee may discuss his/her options with his/her department chair or unit head prior to the birth or adoption, the election itself may not be made in advance of the birth or adoption. An eligible employee choosing to exercise this option must notify his/her department chair or unit head and the Director of Human Resources, in writing, within 90 calendar days following the birth or adoption. No election may be made following the expiration of the 90-day period, and once an election is made, it is irrevocable. The election option is no longer available on or after June 1st of the year preceding the academic year (September 1st - August 31st) for professorial series employees, lecturers, and CLT series employees, or the fiscal year (July 1st - June 30th) for HEO series employees, during which the tenure/CCE/13.3b decision must be made ("decision year"), as applicable. An employee who becomes eligible for a paid parental leave on or after June 1st of the year prior to the decision year will not be eligible for the above-referenced election; his/ her period of paid parental leave shall count as service.

An eligible Instructor who takes a paid parental leave during his/ her first four years of service may similarly elect to have the period of the leave serve as a bridge - in the same manner as does unpaid child care leave taken under section 16.9 of the PSC /CUNY collective bargaining agreement - for purposes of the five-year limit on Instructor service and subsequent applicability, if any, of sections 9.8 and 12.6 of the PSC/CUNY collective bargaining agreement. While the eligible employee may discuss his/her options with his/her department chair or unit head prior to the birth or adoption, the election itself may not be made in advance of the birth, adoption or foster care. An eligible Instructor choosing to exercise this option must notify their department chair or unit head and the Director of Human Resources, in writing, within 90 calendar days following the birth, adoption or foster care. No election may be made following the expiration of the 90-day period, and once an election is made, it is irrevocable. The election option is no longer available on or after June 1st of the fourth year of Instructor service. An Instructor who becomes eligible for a paid parental leave on or after June 1st of the fourth year of Instructor service will not be eligible for the above-referenced election; his/her period of paid parental leave shall count as service.

6. Miscellaneous provisions –

- a) One paid parental leave benefit is available per eligible employee per birth, adoption, or foster care event during a 12-month period starting from the birth or placement of child; the number of children involved in the birth, adoption, or foster care does not increase the length of paid parental leave for eligible employees.
- b) Eligible employees will remain on the payroll and continue to be eligible for all applicable benefits.
- c) Paid parental leave taken pursuant to this program will run concurrently with Family Medical Leave Act ("FMLA") leave to the extent that such leave is available to the employee. Employees who access leave benefits under Article 16.8 (Special Leave for Childcare) immediately following paid parental leave are eligible for (1) semester of unpaid leave under the terms of Article 16.8 .
- d) Holidays and/or, for teaching faculty, inter session period(s) (excluding the period of annual leave as defined in Article 14.1 of the PSC/CUNY collective bargaining agreement) that occur while an employee is on paid parental leave do not serve to extend

the period of the leave, but rather are counted as part of the period of paid parental leave.

- e) If an employee has been non-reappointed and the period of his/her current appointment ends while he/she is on a paid parental leave, he/she is not entitled to payment for any unused portion of the leave beyond the period of his/her appointment.
- f) An eligible member of the teaching faculty whose paid parental leave expires mid-semester may return either to teaching or to administrative duties for the balance of the semester, at the discretion of, and as assigned by, the Department Chair after consultation with the employee.

Adjunct Professor Compensation Side Letter

Effective the 2027 Summer session, Adjunct Professors whose hourly rate prior to the 2027 Summer session is \$147.9388, shall receive a per course rate of \$8876.

All other adjuncts shall be subject to the Article 24.6 uniform rates effective the Summer 2027 session.

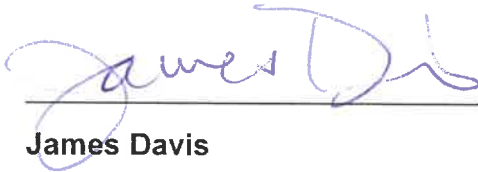
Adjunct Professors who qualify for the \$8876 per course rate shall otherwise be subject to the terms of the collective bargaining agreement, including Adjunct Workload provisions in Article 15.2(b).

For the City University of New York:

For the Professional Staff Congress CUNY:



Félix V. Matos Rodríguez
Chancellor



James Davis
President

Date: 12/16/2024

Date: 12/16/24

