

MEMORANDUM OF AGREEMENT

On this day, _____, the Research Foundation of the City University of New York ("RF" or the "Employer") and the Professional Staff Congress/CUNY ("PSC" or the "Union") agree to enter new collective bargaining agreements ("CBA") for the Research Foundation Field Employees bargaining units at the Graduate Center ("GC"), LaGuardia Community College ("LaGCC") and New York City College of Technology ("NYCCT").

Formatting:

Changes are reflected by striking current language and underlining new/proposed language.

Duration of Agreement:

Amend article 19:

This Agreement shall become effective July 1, 2024, upon ratification by Foundation's Board of Directors and by the covered employees and execution by the parties, and shall expire on June 30, 2028.

Continuation of Terms:

The terms of the 2021-2024 PSC/CUNY Collective Bargaining Agreements shall continue as modified by this Memorandum of Agreement.

Across-the-Board Wage Increases:

Amend article 8:

1. All employees covered by this agreement shall receive percentage wage increases or hourly wage increases, whichever are greater, on each of the following effective dates:

<u>Effective</u>	<u>Wage Increase</u>
<u>October 1, 2024</u>	<u>2% or \$0.70/hour*</u>
<u>January 1, 2025</u>	<u>1%</u>
<u>October 1, 2025</u>	<u>3.25% or \$0.70/hour*</u>
<u>October 1, 2026</u>	<u>3.25% or \$0.70/hour*</u>
<u>October 1, 2027</u>	<u>3.25% or \$0.70/hour*</u>

*\$0.70/hour applies to employees who earn less than \$20/hour

Retroactivity of Wages:

Wage increases shall be retroactive to October 1, 2024 to all covered employees on the June 11, 2025 payroll and shall be paid within 30 days of ratification.

Any covered employee who had an active appointment during the June 11, 2025 payroll period (5/19 to 6/1), including those who were not paid on June 11, shall be eligible for retroactive payments.

Retroactive wages will reflect a 2% increase from October 2024 through December 2024 and an additional 1% from January 2025 through September 2025.

One-Time Lump Sums:

One-time lump sum payments shall be issued to all covered employees on the June 11, 2025 payroll within 30 days of ratification based upon the following:

Years of Service at the RF	Full-Time Employees	Part-Time Employees
Under 5	\$750	\$500
5-10	\$1000	\$750
10-20	\$1500	\$1000
Over 20	\$2000	\$1500

Any covered employee who worked during the June 11, 2025 payroll period (5/19 to 6/1) but was not paid on June 11 shall also be eligible for lump sum payments.

Non-Discrimination:

Amend article 2:

Neither the Foundation nor the PSC will discriminate based on race, color, ethnic origin, religion, gender, marital status, age, citizenship or national origin, sexual orientation, veteran status, disability or lawful union activity. Any categories protected from discrimination in the Foundation's non-discrimination policies and/or city, state, or federal law shall be automatically incorporated as a category covered by this paragraph.

An employee may timely elect to challenge a decision or action as discriminatory by making it the subject of a complaint pursuant to the complaint procedures applicable to discrimination claims contained in the Foundation's discrimination complaint policy (RF Policy No. 510-A) and/or sexual harassment policy (RF Policy No. 525), copies of which are annexed hereto as Appendix A; or the subject of a complaint or grievance pursuant to the Complaint, Grievance and Arbitration provisions of this Agreement. The Foundation shall notify and consult with the PSC prior to making any changes to RF Policy Nos. 510-A and 525.

A claim of discrimination based upon lawful union activity may be made the subject of a complaint or grievance pursuant to the Complaint, Grievance and Arbitration provisions of this Agreement. After any such complaint or grievance has proceeded through the Informal Procedure or Steps 1 and 2 of the Formal Procedure, the employee, the PSC or the Foundation may elect to have the matter timely submitted to the National Labor Relations Board for determination rather than to arbitration.

Nothing in this Article shall limit or circumscribe the Foundation's authority to conduct its own independent investigation of a claim of discrimination or sexual harassment. Should the discipline or termination of any covered employee result from the Foundation's investigation of a claim of discrimination or sexual harassment, such discipline or termination may be made the subject of a grievance pursuant to the Complaint, Grievance and Arbitration provisions of this Agreement.

Union Orientation:

Add new section to article 4:

Union Orientation

PSC representatives will be granted 30 minutes at the end of the RF monthly new hire orientations to provide membership information to newly hired union employees. PSC representatives may include PSC bargaining unit members and PSC staff.

Changes to Time and Leave:

Amend Certain Parts of Article 7:

7.2 Annual Leave

A. Annual Leave Eligibility and Accrual Rates

Full-time employees, and non-Instructional part-time A and part-time B employees, are eligible for annual leave.

Annual leave shall accrue from the first day of employment, including during all periods of paid leave. ~~Employees may use accrued annual leave only after they have completed three months of continuous service. When an employee is transferred from one Foundation account to another without a break in service, the three-month waiting period will be waived if it has already been satisfied.~~ No annual leave accumulates while an employee is on leave without pay, or after the last day actually worked before resignation, retirement or termination.

7.3 Sick Leave

Sick leave shall be used for an employee's own mental or physical illness, injury, or health condition; to get a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or to get preventative care. Employees may use up to 40 ~~56~~ hours of sick leave per calendar year: (i) to care for a child, grandchild, spouse, domestic partner, parent, grandparent, child or parent of an employee's spouse or domestic partner, or sibling, individual related by blood to the employee, or any other individual whose close association with the employee is equivalent of a family relationship who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or who needs preventative medical care; (ii) in the event of the closure of a place of business due to a public health emergency (as declared by the Commissioner of New York City Health and Mental Hygiene or the Mayor of the City of New York) or to care for a child whose

school or child care provider is closed due to a public health emergency. Up to a maximum of ~~40~~⁵⁶ hours of unused sick leave to care for a family member can be carried over to the next calendar year to care for a family member, provided that no more than a maximum of ~~40~~⁵⁶ hours of sick leave per calendar year is used for this purpose. Employees may use sick leave as they accrue it, without any waiting period. The minimum time unit which may be charged against sick leave is one (1) hour, and thereafter in multiples of one-quarter (1/4) hour. Employees may use sick leave as they accrue it, without any waiting period. The minimum time unit which may be charged against sick leave is one (1) hour, and thereafter in multiples of one-quarter (1/4) hour.

7.4 Holidays -- Scheduled and Unscheduled

1. Full-time employees shall receive holiday pay consistent with the terms of this Article.

2. ~~Seventeen~~^{Eighteen} (18) paid holidays will be scheduled during each fiscal year, including at least four (4) unscheduled paid holidays, except where the employee's project work location, or circumstances over which the Foundation has no control, requires a different combination of scheduled and unscheduled holidays totaling ~~seventeen~~^{eighteen} (18) paid holidays. Only full-time employees shall be entitled to unscheduled holidays. The Foundation shall distribute a list of scheduled paid holidays prior to July 1 in each year covered by this Agreement.

The scheduled holidays are: Independence Day, Labor Day, Columbus Day, Thanksgiving Day and the day after, Christmas (2 days), New Year's (2 days), Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Presidents Day, Memorial Day, Juneteenth.

Extend Tuition Reimbursement to Certain Part-Time B Employees:

Amend Article 9.8:

The Research Foundation Education Assistance Program (REAP) is a tuition reimbursement program for CUNY courses leading to an undergraduate or graduate degree from The City University of New York, and for non-matriculated and continuing education courses that are job-related.

In order to be eligible, an employee must be in one of the following categories of employment and must be employed in such eligible category on the first day ~~for one (1) continuous year (with no break in service of more than thirty (30) days), and must~~

~~be employed in such eligible category on the first day of classes through the last day of scheduled examinations without a break in service of more than (30) days:~~

- Full-time employee; must be employed for (1) continuous year
- Part-time A employee; must be employed for (1) continuous year
- Part-time employee with concurrent part-time appointments whose cumulative hours equal at least 20 hours per week (part-time A equivalent).
- Part-time B employee whose scheduled work hours equal at least 12 hours per week in the semester for which they are applying for the benefit, and employed by the RF for a minimum of two (2) consecutive years

Reimbursement is available for a maximum of two (2) courses per academic year for full-time and full-time equivalent employees, and a maximum of one (1) course per academic year for part-time A, ~~or part-time A equivalent employees, and part-time B employees.~~ Reimbursement is for tuition (not for fees, books, etc.) and for out-of-pocket tuition costs not reimbursed from other sources, e.g., financial aid.

The dollar amount available for the Foundation-wide REAP program shall be established by the Foundation's ~~Board of Directors~~ and shall be communicated to the PSC in advance of the start of the academic year. At or about that same time, the Foundation shall provide the PSC with a report on the usage of REAP funds during the prior academic year.

To receive reimbursement, the employee must provide proof that ~~he/she they have~~ achieved either a grade of C or better in the course(s) taken, a grade of Pass in a course taken Pass/Fail (limited to one Pass/Fail course per session), or a "P" or "SP" in a non-graded doctoral dissertation course, and that ~~he/she has they have~~ maintained an average of C or better for the applicable session. An employee shall be eligible for tuition reimbursement for up to six (6) consecutive academic years, from and including the year of the first award of benefits.

Applications will be accepted on a first-come, first-served basis, and are subject to the reimbursement procedure in the REAP Program Description. An application form and the REAP Program Description can be obtained on the Foundation's website, and a completed application must be submitted to the Foundation's Office of Human Resources via postal mail, fax, or email.

~~Unless extended by the parties, the provisions of this Article shall not apply to academic semesters commencing after the expiration of this Agreement:~~

Reimbursements shall be processed within 30 days of receipt of the fully completed applicable forms.

Changes to Health, Dental, and Optical Insurance Benefits:

Amend article 9.1:

The Foundation shall offer at least two (2) types of health insurance plans to eligible employees, both of which shall provide hospital, medical, prescription drug and vision coverage.

The health insurance plan coverage(s) currently available to eligible employees covered by this Agreement include individual; employee and spouse or domestic partner; parent and child(ren); and family. Specific plan details are set forth in the Summary Plan Description(s) provided by the Foundation.

Full time employees who are appointed for at least ~~four (4) complete consecutive calendar months~~ ninety (90) calendar days are entitled to a choice of health insurance coverage: individual; employee and spouse or domestic partner; parent and child(ren); and family; and to dental insurance if they are enrolled in the health insurance plan.

Part-time A employees who are appointed for at least ~~four (4) complete consecutive calendar months~~ ninety (90) calendar days are entitled to individual health and dental insurance coverage, and are entitled to purchase Foundation health insurance coverage for spouses, domestic partners and dependents at Foundation group rates.

Part-Time A employees and employees in concurrent Part-Time B status that add up to more than 19 hours/week for at least ~~four (4) complete consecutive calendar months~~ ninety (90) calendar days shall be eligible to enroll in the individual dental insurance, effective January 1, 2022.

The parties to this Agreement recognize that specific terms of these health insurance plans are subject to change during the life of the Agreement. The Foundation shall provide the PSC with an opportunity to consult prior to making any such changes.

All covered employees will contribute to the cost of their health insurance plan premiums as follows: 21% for the duration of this Agreement.

Process for Obtaining Health Insurance Coverage

Health insurance coverage is not automatically effective upon the employee's eligibility date. In order to obtain health insurance coverage, employees who are eligible, or become eligible, for health insurance coverage must fill out and submit to the Foundation a formal application within sixty (60) days of the date on which they became eligible. Individuals who are newly-appointed (or re-appointed after a break in service) to Full-Time or Part-Time A employment status, will become eligible to participate in the Foundation's health insurance plan(s) on the first day of the second complete calendar month of employment.

A break in service shall be defined as a lapse in employment in excess of thirty (30) days, excluding approved leaves of absence.

Once an employee establishes eligibility for health insurance, if the employee is reappointed for less than ~~four (4) months~~ ninety (90) calendar days, the Foundation shall continue to provide the employee with existing health insurance benefits.

There is an annual open enrollment period during which an eligible employee may change health insurance plans. If no change is made during open enrollment, the most recent election remains in force. Health insurance coverage ends on the last day of the month following the final month of employment.

To enroll a spouse, domestic partner or dependent(s) in his/her health plan, the eligible employee must present a Statement of Dependent's Participation in Health Benefits Program Form accompanied by an original or certified document (marriage, domestic partner registration, birth, adoption or guardianship of a child) to the Foundation's Office of Human Resources.

An employee seeking to enroll a spouse, domestic partner or dependent(s) after the employee's initial enrollment in a health insurance plan may do so only during the next open enrollment period, unless a Qualifying Event occurs. A Qualifying Event is defined as an event such as marriage, domestic partner registration, divorce, loss of coverage by a spouse or domestic partner, and the birth or adoption of a child. In order to participate under the Qualifying Event Election Period, the employee must submit ~~a Statement of Dependent's Participation in Health Benefits Program Form~~ appropriate documentation to the Foundation's Office of Client Services ~~Human~~

Resources within 30 days from the date of the Qualifying Event, or s/he forfeits his/her right to change coverage until the next scheduled Open Enrollment Period.

Waiver of Health Insurance Coverage

Employees who are eligible to participate in the Foundation's health insurance plans are entitled to waive their right to enroll and to participate in such plan, and may do so by submitting a signed "Waiver of Health Insurance Benefits Form," and proof of other coverage which may be obtained from the Foundation's Office of Human Resources.

Full-time and Part-time A employees who are eligible for individual health insurance coverage shall receive \$1000 for any year for which they waive such coverage.

Full-time employees who are eligible for Parent & Child, Couple or Family health insurance coverage shall receive \$1500 for any year for which they waive such coverage.

~~Part-time A employees who are eligible for individual health insurance coverage shall receive \$1000 for any year in which they waive such coverage.~~

The foregoing amounts will be pro-rated if they are for less than the full calendar year. ~~In order to waive a health insurance benefit, the employee must show proof of such health insurance benefit coverage elsewhere, in the manner and with the type of proof required by the waiver form.~~

Eligible employees who waive coverage and later choose to participate in the health insurance plan may do so only during the next scheduled open enrollment period, unless a "qualifying event" (e.g., marriage, domestic partner registration, divorce, birth or adoption of a child) occurs. Employees who enroll for health insurance coverage as a result of a "qualifying event" shall no longer be eligible for the waiver benefit for that plan year. Employees must re-apply for the waiver during each open enrollment period.

Retirement Benefits Eligibility

Add to article 9.7:

An employee hired on or after the ratification of this agreement who retires from the Foundation is eligible for the benefits listed in Sections B and C below if they:

- have reached the age 62, and
- at the point of retirement has been employed full-time by the Research Foundation for a period of at least 10 years without a break in service

Access to Files:

Amend Article 11:

Requests by employees to access and make copies of documents reflecting their performance shall not be unreasonably denied. An employee shall have the right to access such documents in the event the employee is involved in a complaint, grievance or disciplinary action where his/her performance is at issue.

Copies of documents which notify an employee of a performance problem or disciplinary action shall be provided to the employee and shall be signed by the employee as evidence of his/her having received such document. This signing shall not be deemed to be approval by the employee of the contents of such document. If the employee refuses to sign or otherwise does not sign the copy, such copy shall bear a notation to that effect signed and dated by the supervisor or RFCUNY Human Resources. Copies of all such documents shall be sent to the PSC's Director of Contract Administration Enforcement (or to his/her designee), and to the Foundation's Assistant Director of Employment and Labor Relations ~~Director of Human Resources~~ (or to his/her designee). The employee has the right to submit written comments about any such document(s) concerning performance to the employee's supervisor and RFCUNY Assistant Director of Employment and Labor Relations. ~~Foundation's Director of Human Resources:~~

The Foundation shall not release any information to individuals outside the Foundation concerning an employee without the employee's written authorization except to the extent required by law.

Appointment Notices:

Amend Article 15:

15.1 Appointment/Reappointment Information

- a. The Foundation shall provide each employee on or about their Initial appointment date with a copy of their Personnel Action Form (PAF), which shall include the employee's appointment start date and end date, rate of pay, hours per pay period, project number, Foundation job title and Project Director and/or Principal Investigator. A notification in the Foundation's applicable system shall satisfy this obligation.

- b. Reappointments to full-time positions shall normally be for no less than one year, but may exceed or be less than one year at the discretion of the Principal Investigator.
- c. Reappointments to part-time positions shall normally be for no less than 3 months but may exceed or be less than 3 months at the discretion of the Principal Investigator.
- d. The Foundation shall notify in writing employees and the Principal Investigators and/or Project Directors of an employee's pending appointment expiration 60 days prior to the end date of an employee's appointment and 30 days prior to the end date of an employee's appointment. A notification in the Foundation's applicable system shall satisfy this obligation.

15.2 Notice of Job Vacancies

The Foundation shall make best efforts to post on its web site vacancy announcements for all full-time and part-time A positions in this bargaining unit.

The Foundation may also ~~use its website to~~ post vacancy announcements for part-time B positions in this bargaining unit.

Health and Safety:

Amend article 17:

If the Foundation determines, in its sole discretion, that a serious health and/or safety condition exists at a particular work location, the Foundation shall seek to have the condition corrected. The Foundation shall also decide either to move the affected employees to a different work area, allow them to leave work, or work remotely where remote work is part of an employee's regular schedule. If employees are allowed to leave work, the Foundation shall either compensate the affected employees at their regular hourly rate of pay or provide an equal amount of compensatory time, as long as no employee receives compensation that exceeds what he/she they were supposed to receive for performing his/her assigned duties.

Dignity and Respect:

Create new article:

Every employee and management have the right to be treated with dignity and respect and to work in a safe environment, free of verbal and nonverbal abuse, intimidating body language, retaliation and any form of hostility.

Removal of Side Letters and Appendices:

**Appendix A – Update Policy No. 510 – Project Employee Complaints Policy;
updated policy attached as Attachment 1**

Remove Side Letter A – Lockbox:

Employees with funds in the lockbox shall be paid out within 30 days of ratification.

Remove Side Letter B:

Remove as a side letter and incorporate the terms into the Collective Bargaining Agreement

Remove Side Letter C: Bullying in the Workplace:

The parties agree to remove this side letter and replace it with a new article on dignity and respect.

Administrative Changes:

The parties agree to replace gendered language with gender-neutral language wherever possible.

The parties agree to add page numbers and make text formatting uniform wherever possible.

The parties agree to amend the Graduate Center Agreement Certification Clause as Follows:

Pursuant to a Petition filed by the PSC with the National Labor Relations Board ("NLRB") in Case No. 2-RC-22721, and the May 3 and 4, 2005 NLRB-conducted election in which the PSC received a majority of the valid ballots cast, the NLRB issued a Certification of Representative, dated October 12, 2007, which certified the

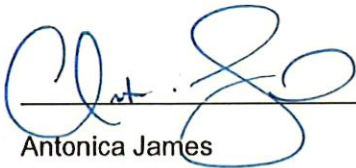
PSC as the exclusive bargaining representative of the employees in the following unit:

All full-time and regular part-time professional and non-professional employees (who work 4 or more hours per week), employed by the Research Foundation of the City University of New York at the CUNY Graduate Center and the School of Labor and Urban Studies, excluding all confidential employees, managerial employees, guards and supervisors as defined in Section 2(11) of the National Labor Relations Act.

Approval and Ratification:

This Memorandum of Agreement is subject to approval by the Board of Directors of the Research Foundation of the City University of New York and by the membership of the Professional Staff Congress/CUNY.

For the Professional Staff Congress/CUNY



Antonica James

Chapter Chair

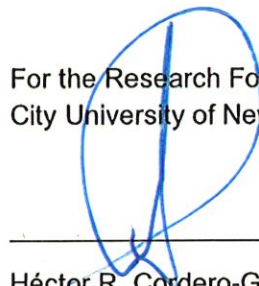


James Davis

President

Date September 19, 2025

For the Research Foundation of The
City University of New York



Héctor R. Cordero-Guzmán

President

Date 9/25/25

Attachment 1

RF Policy No. 510-A – RFCUNY Employee Complaints

PURPOSE

The purpose of this policy is to facilitate the orderly resolution of employee complaints of unfair or improper treatment, including discrimination and harassment.

APPLICABILITY

This policy applies to all employees of the Research Foundation of The City University of New York. This policy does not apply to students on stipends or foreign nationals employed outside the U.S. by the Research Foundation. Where sponsoring agencies require different procedures for the processing of employee complaints, such procedures shall supersede those contained in this policy.

POLICY

The Research Foundation supports the right of an employee to present a complaint when the employee believes they have been subject to unfair or improper treatment, including discrimination and harassment, and/or a misapplication of employment related rules, regulations, or procedures.

DEFINITION

A complaint is a claimed violation or misapplication of the rules, regulations or written policies of the Research Foundation related to the terms and conditions of employment, and/or a claim of discrimination, harassment, or unfair treatment based on race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty, veteran status, or other legally protected characteristic.

PROCEDURE

- An employee who wants to file a complaint should contact the Office of Human Resources, Employee and Labor Relations, at the Research Foundation of The City University of New York ("Employee and Labor Relations"), to schedule a meeting to review the complaint, discuss the formal complaint process, review the policy on non-retaliation, and determine if the complaint would be handled under this or another policy.
- Following the meeting with Employee and Labor Relations, if the employee wishes to pursue a formal complaint, Employee and Labor Relations will ask the employee to present their complaint in writing and provide any relevant documentation.

- Employee and Labor Relations will then begin a thorough investigation into the complaint, ensuring confidentiality to the degree possible. The investigation will involve meeting with the person the complaint is against, as well as any individuals who have direct knowledge related to the complaint. All parties involved in the investigation will be informed about the statement against retaliation in this policy.
- In the event the complaint involves one or more employees of the City University of New York, Employee and Labor Relations will partner with City University of New York personnel to conduct a joint investigation.
- Upon completion of the investigation, Employee and Labor Relations will send a letter to the employee who filed the complaint, informing them as to the outcome of the investigation. A similar letter will be sent to the employee the complaint is against.
- If Employee and Labor Relations determines that there was unfair, improper, discriminatory, or harassing conduct against the employee who filed the complaint, appropriate disciplinary action will be taken against the offending employee.
- All investigations will be concluded within 30 business days from receipt of the complaint except when circumstances warrant an extension of the investigation period. The complainant will be informed when additional time is needed.

STATEMENT AGAINST RETALIATION

The Research Foundation prohibits any form of retaliation against an employee who files a complaint in good faith as well as against any employee who participates in an investigation. Upon receipt of information showing such retaliation, Employee and Labor Relations will investigate the matter and take appropriate action.