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MEMORANDUM OF AGREEMENT

FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY UNIVERSITY OF NEW YORK AND

THE PROFESSIONAL STAFF CONGRESS/CUNY

I. Term: 12/01/2017-02/28/2023 (63 months)

II. Across-the-Board Wage Increases:

A. The following increases shall apply on the dates listed below, except as modified in II.B. below.

- 10/01/2018 – 2%
- 10/31/2019 – 2% compounded
- 11/15/2020 – 2% compounded
- 11/15/2021 – 2% compounded
- 11/01/2022 – 2% compounded*

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

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

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

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

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

III. Additional Teaching Adjunct Pay:

1. Effective the start of the Spring 2020 semester, employees in teaching adjunct titles—except teaching adjuncts in Medical series titles, Law School series titles, Resident series titles, Graduate School of Journalism series titles and Executive Programs in the Zicklin School of Business at Baruch College series titles—who are assigned to teach at least three (3) classroom contact hours per semester (at least 45 appointment hours) within the same college will be responsible for and paid for office hours in the amounts designated below. Adjuncts shall be paid for these hours at their full hourly rate. These hours are to be spent on campus—unless the course is

conducted entirely or partially through distance learning, in which case the office hours may be conducted online to a corresponding extent—and are to be formalized as directed by the department chair. The hours are to be spent engaged in or available for student contact, except that the colleges may direct that up to three (3) office hours per semester—or up to six (6) per semester for those who are responsible for and paid for more than 15 office hours—be used for required trainings (e.g., Workplace Violence Prevention, Sexual Harassment Prevention, You Have a Right to Know, etc.); for professional development; for attendance at college orientation sessions; for meetings with the union pursuant to Section 208.4(b) of the NYS Civil Service Law, which may be conducted individually or in a group, as agreed to with the PSC; or as otherwise directed by the colleges.

2. Allocation of paid office hours per college:

A total of fewer than 3 classroom contact hours: 0 paid office hours

- 3 or more but fewer than 6 classroom contact hours: 15 paid office hours/semester
- 6 or more but fewer than 9 classroom contact hours: 30 paid office hours/semester
- 9 or more classroom contact hours: 45 paid office hours/semester

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

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

5. Full-time employees who teach a course that represents an overload assignment and for which they are paid at the applicable hourly professorial rate, which corresponds to the teaching adjunct rates as set forth in paragraph II above and in paragraph IV below, will be responsible for and paid at the applicable professorial rate for the office hours specified above (paragraph III. 1. through 4. above), in addition to any office hours for which they are normally responsible as part of their full-time assignment.

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

IV. Adjustment to Adjunct Salary Steps:

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

2. Effective August 25, 2022, hourly rates shall be as follows:

Adjunct Lecturer and related titles (Adjunct Lecturer (H), Adjunct Lecturer Doctoral & Instructor (H)): \$91.67 per hour (\$5,500 per semester for a three-contact hour course)

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

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

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

The PSC will withdraw the section of PERB charge U-36619 relating to the pay rate for Section 208.4 (b) meetings.

Health Savings and Welfare Fund Contributions:

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

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

College Laboratory Technician Title Series Salary Schedule (Article 24.6):

Effective January 1, 2020, each step on the College Laboratory Technician salary schedule shall be increased by \$2,500.

Effective January 1, 2020, each step on the Senior College Laboratory Technician salary schedule shall be increased by \$2,000.

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

Assistant to Higher Education Officer Salary Schedule (Article 24.6):

Effective February 1, 2021, each step on the Assistant to Higher Education Officer salary schedule shall be increased by \$1,000.

Lecturer Title Series Salary Schedules (Article 24.6):

Effective April 1, 2021, each step on the Lecturer, Visiting Lecturer and Lecturer Doctoral Schedule, CLIP Instructor and CUNY Start Instructor salary schedules shall be increased by \$1,500.

New York State Paid Family Leave:

The parties agree to establish a Labor/Management Committee to work out implementation of Paid Family Leave for eligible part-time employees and for eligible full-time employees, if possible, modeled on the NY State statute and on applicable New York State/New York City programs.

HEO Series Discretionary Assignment Differential:

A pilot program will be established for the University to set aside funds to supplement the funding provided by the colleges for discretionary HEO assignment differentials. The pilot program will be effective January 1, 2020, through June 30, 2023, and the supplementary funding for differentials to be awarded in accordance with Article 22.5 will be provided as follows:

Effective January 1, 2020	\$ 71,946
Effective July 1, 2020	\$143,893
Effective July 1, 2021	\$143,893
Effective July 1, 2022	\$143,893

Funds available January 1, 2020, shall be apportioned to each college on February 1, 2020, based upon the number of Assistant to HEOs, HEO Assistants and HEO Associates who have completed one or more years of service at the top salary step of their respective salary schedule as of October 1, 2019. Each subsequent apportionment shall be based on the number of eligible employees on the July 1st that the funds are available, which funds shall be apportioned to the colleges on the following dates:

August 1, 2020

August 1, 2021

August 1, 2022

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

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

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

Payment for Defined Projects through Stipends:

The parties agree to a pilot program as follows:

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

- The pilot program governing stipends will be for five academic years, beginning with the 2019-2020 academic year through the end of the 2023-2024 academic year.
- Eligibility for stipends will be limited to full-time faculty members who are on the regular University payroll and who have a continuing CUNY appointment.
- Stipends may not exceed \$10,000 per project.
- Stipends will be taxable, pensionable and subject to normal payroll deductions.
- The amount of stipend pay will be determined by the scope and complexity of the project, not by the title or underlying salary of the recipient. It is understood that stipends will be awarded for projects that are not part of the faculty member's normal workload or responsibilities.
- Stipends will be paid for work on defined projects deliverable within a specified timeframe. Projects for which faculty are paid a stipend must be completed within a defined period of time that may not exceed one year.
- A letter specifying the terms of the stipend must be signed by both the faculty member and the President's designee.
- Projects for which stipends are paid will be limited to: University or college strategic initiatives, course development as part of a University or college initiative, and leadership roles in accreditation processes. Other defined projects may be stipended if approved by the Executive Vice Chancellor and University Provost or his/her designee.
- Stipends may not be used to replace reassigned time that is normally allocated for administrative leadership of departments, programs or schools.
- No stipend may be less than \$500. Work requiring payment below \$500 will continue to be paid at the appropriate non-teaching adjunct rate.
- Except to the extent, if any, that a stipend is awarded in an amount below \$500 or above \$10,000; that a stipend is awarded to someone who is not a full-time faculty member; that a stipend is awarded for a project that will exceed one year or is being used to replace reassigned time that is normally allocated for administrative leadership of departments, programs or schools; or that a college fails to pay an agreed-upon stipend, all decisions regarding stipends, including, but not limited to, assignments covered, the amount of the stipend, and the individual to whom the stipend is awarded, shall remain discretionary with the college and/or University and are not subject to the provisions of Article 20.
- The Colleges will track the stipends awarded each year of the pilot, and the University's Office of Academic Affairs will provide the Union with a summary report at the end of each academic year.
- Ownership of any copyright in work paid for with a stipend as part of the pilot project shall be as follows:
 1. If the work consists of creating scholarly or pedagogical work such as instructional materials, classroom presentations, curriculum, etc, then the faculty member shall own any copyright.
 2. If the work is other than creating scholarly or pedagogical work, for example if the work consists of creating personnel manuals, written policies, administrative handbooks, etc., then the University shall own any copyright.

Educational Technology:

Effective upon ratification and approval of the collective bargaining agreement, the Professional Staff Congress may designate two representatives to the CUNY Committee on Academic Technology.

Reassigned Time for Untenured Faculty:

Amend Article 15.1 (e) of the collective bargaining agreement by renumbering the current paragraph 15.1 (e) to make it 15.1 (e) 1. and adding the following as 15.1 (e) 2.:

Effective with the 2020-2021 academic year, untenured Assistant Professors, untenured Associate Professors and untenured Professors (including those employed as faculty counselors or as faculty librarians) who receive an initial appointment to a professorial title on or after the start of the Fall 2020 semester will receive 18 contact hours of reassigned time to be used during their first five annual appointments, in order to engage in scholarly and/or creative activities related to their academic disciplines. In the event that such faculty member takes a leave during the specified five-year period, the period will be extended by one year. Upon receiving appointment with tenure, the faculty members specified above shall receive six (6) contact hours of reassigned time to be used during the three (3) succeeding academic years, beginning with the year in which tenure becomes effective. In the event that such faculty member receives a fellowship leave or takes other leave during the specified three-year period, the period will be extended by one year. Assignment of such reassigned time will be made by the college pursuant to guidelines designed to encourage scholarship.

Amend Article 15.1 (f) as follows:

For the purpose of calculating the reassigned time provided in paragraphs (d) 2., (e) 1. and (e) 2. above to untenured Assistant Professors, untenured Associate Professors and untenured Professors employed as faculty counselors or as faculty librarians, 12 contact hours shall be equivalent to the number of clock hours that would be necessary to provide full reassigned time to a faculty counselor or a faculty librarian for 15 weeks. Assignment of such reassigned time will be made by the college pursuant to guidelines designed to encourage scholarship.

Baruch College Workload Credit in Executive Degree and International Master's Programs:

The parties agree to a five-year pilot program, beginning with the 2019-2020 academic year and continuing through the end of the 2023-2024 academic year, as follows:

In the Baruch College executive master's degree, dual master's degree and international executive master's degree cohort programs listed below, in which instruction during the summer annual leave period as defined in Section 14.1 of the collective bargaining agreement is an intrinsic part of the program, tenured and certificated full-time faculty members who agree to teach courses during the summer annual leave period may elect to receive workload credit under Appendix A of the collective bargaining agreement or to be paid at the appropriate professorial hourly rate for such teaching contact hours during summer annual leave, subject to approval by their department chair. Members of the teaching faculty who receive workload credit for teaching contact hours during the period of summer annual leave shall receive no additional compensation for such teaching contact hours.

For purposes of managing the annual undergraduate teaching contact hour workload under Appendix A, teaching contact hours during the summer annual leave period for which workload credit is received shall be considered part of the annual workload in the academic year in which they occur; i.e., in the academic year starting with the previous Fall semester, unless the faculty member is in his/her final year of the three-year workload averaging period, in which case the workload credit for teaching during the summer annual leave period may be considered part of the annual workload in the following academic year. The workload credit received for such courses shall be identical to the workload credit that would have been received if such courses had been taught during the regular academic year.

The parties will meet and negotiate over inclusion of additional programs during the period of the pilot program, should any such programs be created by the college. It is the intention of the parties that such newly created programs be included in the pilot to the extent they comply with the criteria above.

Baruch College Year-Round Cohort Programs

Zicklin School of Business

- Executive Master of Business Administration (EMBA)
- EMBA in Health Care Administration

- Executive Master of Science (EMS) in Finance
- EMS in IS (Information Systems)
- EMS in Human Resources Management
- EMS in Finance in Sao Paulo, Brazil*
- EMS in Entrepreneurship in Sao Paulo, Brazil*
- MBA-MS in Entrepreneurship with College of Management in Israel
- MBA-MS in Finance with Peking University HSBC Business School (PHBS)
- MBA-MS in Finance with Renmin University of China (RUC)
- MBA-MS in Finance with University of Science and Technology Beijing (USTB)
- MBA-MS in Finance with Xi'an Jiaotong University (XJU)
- MBA-MS in Finance with Shanghai International Studies University (SISU)
- MSFA-MS in Finance with Free University of Bozen-Bolzano and University of Padua in Italy

*Inclusion of these programs is contingent upon their receiving final approval in a form consistent with the criteria above.

Weissman School of Arts & Sciences

- MA in Mental Health Counseling
- MS in Industrial/Organizational Psychology, Singapore program

Marxe School of Public and International Affairs

- Executive Master of Public Administration (EMPA)

Multi-Year Appointments for Teaching Adjuncts:

Amend paragraph 1 of Appendix E of the collective bargaining agreement to provide that the pilot program will be extended through the end of the 2023-2024 academic year.

Amend paragraph 2 of Appendix E of the collective bargaining agreement as follows:

An employee who has served as a teaching adjunct and who has taught at least six (6) contact teaching hours per semester within the same department of the college for the 10 most recent consecutive semesters (excluding summer sessions) preceding the effective date of the three-year appointment shall be considered for a three-year appointment, subject to the comprehensive review and assessment referenced in paragraph "4" below. Up to four semesters of substitute service in a teaching title within the same department of the college may be counted as qualifying service. The first three-year appointments shall begin in the Fall 2017 semester, and three-year appointments will continue to be available starting in each fall semester through Fall 2023. Adjuncts shall be notified on or before May 15th concerning appointment or non-reappointment for a three-year period.

With the start of the Fall 2019 semester, the following eligibility criteria, in addition to the criteria in the paragraph above, shall be in effect. An employee who has served as a teaching adjunct and who has taught at least six (6) contact teaching hours per semester within the same department of the college for at least 10 of the 12 most recent consecutive semesters (excluding summer sessions) preceding the effective date of the three-year appointment shall be considered for a three-year appointment, subject to the comprehensive review and assessment referenced in paragraph "4" below, provided that the adjunct was initially assigned to teach at least six (6) contact hours in the semester(s) resulting in the lack of continuity and that the adjunct lost no more than one course owing to insufficient enrollment or reassignment of the course to another faculty member and/or that the adjunct lost one or more courses owing to medical reasons in the semester(s) at issue. A teaching adjunct who believes that his or her service in at least 10 of the 12 most recent semesters 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 he or she would be considered for the three-year appointment; the college shall determine whether the adjunct meets the eligibility criteria set forth herein for consideration for a three-year appointment and shall notify the adjunct whether he/she is eligible to receive consideration for such appointment.

In rare instances in which a department Personnel and Budget Committee determines that an eligible adjunct will not be reappointed to a three-year appointment but could benefit from a one-year appointment and additional guidance, the adjunct shall be appointed to a one-year appointment. At the end of the one-year appointment, the adjunct must be considered for a three-year appointment.

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

The University will make available up to \$700,000 to enable doctoral students in their first five years of enrollment in a Ph.D. program who were not previously enrolled in the New York State Health Insurance Program (NYSHIP) and who have been admitted to a Ph.D. program on a tuition-only basis to receive health insurance through the New York State Health Insurance Program to the extent that such students are appointed to titles within the PSC bargaining unit and meet the eligibility requirements for New York State Health Insurance Program coverage. The funds will be made available as follows: \$175,000 effective January 1, 2020; \$175,000 effective July 1, 2020; \$200,000 effective February 1, 2021; and \$150,000 effective July 1, 2021. A labor/management committee will be established no later than December 1, 2019, to discuss implementation of expanded access to the New York State Health Insurance Program for graduate employees.

Graduate Employee Issues Labor/Management Committee:

The Committee established to discuss implementation of NYSHIP will also explore consideration of graduate employee teaching service as qualifying service for multi-year adjunct appointments and, by mutual agreement, other issues relevant to graduate employment.

Graduate Assistant Appointment:

Amend the third paragraph of Article 11.2 as follows:

No persons shall be appointed to the title Graduate Assistant more than five years consecutively except when special permission is requested by the executive officer of the doctoral program in which the student is enrolled and the Chairperson of the department in which he or she is employed. In no instance shall such extensions be granted for more than two additional appointments. Appointments may be for less than one year.

Graduate Assistant B Workload:

Amend the second sentence of Article 15.3, Section "Graduate Assistant B," as follows:

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

Graduate Employee Tuition Waivers:

Effective with the start of the Spring 2020 semester, tuition at the Doctor of Philosophy Level 3 Resident rate shall be waived for up to four additional semesters (normally, years 6 and 7 of enrollment) for students who have completed 10 semesters of enrollment in a Doctor of Philosophy program and who are employed in a title recognized under Article 1 of the Collective Bargaining Agreement. Students who meet the eligibility criteria above and whose tuition is at a higher rate than the Doctor of Philosophy Level 3 Resident rate shall have the portion of their tuition equivalent to the Doctor of Philosophy Level 3 Resident rate waived under the terms stated herein.

Non-Teaching Adjuncts and Adjunct CLTs, Professional Development:

Amend Article 33.5 (f) on the HEO/CLT Professional Development Fund as follows:

Full-time employees in Higher Education Officer Series and College Laboratory Technician Series titles will be eligible to apply for professional development grants as set forth herein. Employees in adjunct College Laboratory Technician titles and Non-Teaching Adjunct titles will also be eligible to apply, provided that they are working an average of 10 or more hours per week during the semester in which application is made and have worked an average of 10 or more hours per week for four consecutive semesters (not including summer sessions) immediately preceding the semester in which application is made. Eligible employees will apply by using the standard application form. The application will explain how the professional development activity is related to the employee's position at the University and to the employee's own professional development.

Research Accounts for Department Chairs:

Amend Article 25 by including the following as 25.6 and renumbering the current 25.6 as 25.7:

Effective February 1, 2021, the University will establish a research account at the CUNY Research Foundation for each department chair and Graduate Center executive officer represented by the 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. The account is to be used to further the scholarly and/or creative activities of the department chair or executive officer and will be governed by the same guidelines that apply to the PSC-CUNY Research Awards Program. Unused funds may be rolled over to the subsequent year (including the year after the department chair or executive officer leaves office), but must be expended within that year. Any funds not expended within the subsequent year shall be returned by the CUNY Research Foundation to the PSC-CUNY Research Awards 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.

HEO/CLT Professional Development Fund:

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

Effective January 1, 2020, the annual sum of \$807,442 and, effective February 1, 2021, and annually thereafter, the annual sum of \$1,047,442 University-wide will be allocated to provide opportunities for professional development for employees in Higher Education Officer series, College Laboratory Technician series titles, and Non-Teaching Adjunct titles. Guidelines for the implementation of this provision are as follows:

Amend Article 33.5 (k) to delete the first sentence and replace as follows:

A sum equal to 7.5 percent of the annual \$807,442 allocation to the Fund (i.e., \$65,604) will be deducted by the PSC upon receipt of the funds. Thereafter, a sum equal to 7.5 percent of the annual \$1,047,442 allocation to the Fund (i.e., \$78,558) will be deducted annually from the HEO/CLT Professional Development Fund by the PSC to support administrative costs. The PSC will provide an annual itemized accounting of these expenses.

Adjunct Professional Development Fund:

Amend Article 33.6 of the collective bargaining agreement to add the following paragraph:

Effective January 1, 2020, the University will provide the sum of \$660,000 annually to the Adjunct Professional Development Fund. If the funds provided in any fiscal year are not fully expended in the fiscal year, they may be rolled over into the next fiscal year. Guidelines for the implementation of this provision are contained in Appendix B.

Amend Appendix B, section 7, by replacing the third sentence as follows:

A sum equal to 7.5 percent of the annual \$660,000 allocation to the Adjunct Professional Development Fund (i.e., \$49,500) will be deducted from the Fund annually by the PSC to support administrative costs.

Travel Allowances:

Amend Article 28 of the collective bargaining agreement as follows:

Effective January 1, 2020, the University shall provide the sum of \$1,863,236 annually for use by members of the bargaining unit for attendance at professional meetings and conferences. The allocation of travel funds at each college shall be made by the appropriate college official or college committees.

Classroom Teaching Observations of Online Courses:

Amend Article 18.2 (b) 1 and **add** a new section, Section 18.2 (b) 3, as follows:

18.2 (b) 1. Regardless of the mode of instruction, at least once during each academic semester, non-tenured and non-certificated members of the teaching staff shall be observed for a full classroom period. One observation shall take place during any scheduled class, except as specified below in Article 18.2 (b) 3 for classes conducted wholly or in part through online technology, during the first ten weeks of the semester. Except as otherwise provided, the employee shall be given no less than 24 hours of prior notice of observation.

Tenured and certificated members of the teaching staff may be observed once each semester.

18.2 (b) 3. Teaching Observations for Online Courses:

- a. For teaching observations of online or partially online courses, the parties intend to replicate as closely as possible the longstanding teaching observation practices established pursuant to this Agreement. Therefore, the provisions of Article 18.2 (b) 2 shall apply except as specifically modified herein.
- b. In a fully online synchronous course (that is, a course that meets online for 100% of the semester's class meetings with a regularly scheduled class period during which students and the instructor are online at the same time), the designated observer shall be given limited access to the course platform, usually defined as "student" or "guest" access but in no event "instructor" or "administrator" access, only for the scheduled class period to be observed. Via the method for announcements normally employed by the instructor in the course, the instructor shall inform the students that the teaching observation is occurring. In no event shall the classroom teaching observation memorandum refer to the conduct of course activities outside of the observation period.
- c. In a fully online asynchronous course (that is, a course conducted entirely online without a scheduled class period), the designated observer shall be given limited access to the course platform, usually defined as "student" or "guest" access but in no event "instructor" or "administrator" access, for no more than a 48-hour period that will commence at a specified time not earlier than seven calendar days after the notice of the teaching observation has been given to the instructor. Within 48 hours of receiving notice of the observation, the instructor shall inform the students of the teaching observation and its beginning and end time via the method for announcements normally employed by the instructor in the course.
- d. In a fully online mixed course (that is, a course conducted entirely online using both synchronous and asynchronous instruction), the teaching observation shall take place according to the procedures for a fully online synchronous course, as specified above. At the request of the instructor, and with the ...consent of the Department Chairperson, the teaching observation may be conducted as it would be for a fully online asynchronous course, as specified above.
- e. In a hybrid or blended course (that is, a course in which some face-to-face classroom periods are replaced by online instruction or any other modality that is not face-to-face), the following rules shall apply:
 - i. If at least 50% of the class sessions are conducted in a traditional face-to-face classroom setting, the observation shall normally take place during a face-to-face classroom period as set forth in Article 18.2(b). At the request of the instructor, and with the consent of the Department Chairperson, the observation may be conducted during an online class session. In such cases, the observation shall be conducted according to the procedures for a fully online synchronous course or a fully online asynchronous course, as applicable.
 - ii. If fewer than 50% of the class sessions are conducted in a traditional face-to-face classroom setting, the observation shall be conducted according to the procedures for a fully online synchronous course or a fully online asynchronous course, as applicable.
 - iii. The Department Chairperson may decide that an instructor teaching a hybrid course who has been observed under this provision may have his or her next observation conducted in the other modality used for the course.
- f. For observations of other than a fully online synchronous course, the observer shall not review online activity that occurred more than seven calendar days prior to the 48-hour period of access to the course platform, nor shall the post-observation memorandum refer to any course activities that occurred more than seven calendar days prior to the 48-hour period of access.
- g. For a fully online course, the post-observation conference set forth in Article 18.2.b may be held, at the request of the instructor, in person, by telephone, or by video conference.

Classroom Teaching Observations by Other Departments or Programs:

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

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

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

Annual Evaluations involving other Departments or Programs:

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

Effective with the 2019-2020 academic year, in evaluating members of the teaching instructional staff who, in a given academic year, teach the majority of their classes in a department or program other than the one to which they are appointed, their department chairperson or the members of the departmental P&B committee assigned by their chairperson to conduct the annual evaluations may consult with the director of the program or the chairperson of the other department in which the instructional staff members have taught the majority of their classes and may discuss the comments of the director of the program or the chairperson of the other department during the evaluation conference and reference the discussion in the evaluation memorandum.

Obligation to Pay:

The PSC’s obligation to pay \$9.76 million out of this settlement will be rolled forward and will become an obligation to be paid out of the settlement of the successor to this 2017-2023 agreement.

Recognition:

The parties agree to amend Article 1.1 to add “Postdoctoral Fellow” to the list of titles for which the PSC is the exclusive collective negotiating representative, subject to reaching agreement on which contractual provisions will be applicable to this title. It is understood by the parties, however, that employees serving in the title Postdoctoral Fellow on the effective dates of across-the-board increases in paragraph III above shall receive those increases.

Amend Article 1.1 as follows:

Add “Associate Vice Chancellor” and “Executive Assistant to the Associate Vice Chancellor” to the list of excluded titles.

Add footnote “j” to the Associate Vice Chancellor title. Footnote “j” shall provide as follows:

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

Amend footnote “h” to provide as follows:

Not more than two members of the instructional staff in addition to the Dean of Executive Search and Evaluation. Effective January 1, 2020, not more than three members of the instructional staff in addition to the Dean of Executive Search and Evaluation, provided that no incumbent employee’s representation status shall be changed while he/she remains in his/her current position.

Union Dues and Membership:

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

4.1 Check-Off:

a) The University agrees to the principle of exclusive check-off of annual PSC dues on behalf of each represented employee who elects to join the union in amounts to be determined by the PSC in accordance with the forms and procedures approved by the appropriate offices of the City of New York or State of New York. Authorizations to withhold dues will be reported to the appropriate office of the University. The employer (or its designee) shall commence deduction of dues as soon as practicable, but in no case more than 30 days after receiving the report from PSC of a signed dues authorization card and shall ensure the prompt remission of dues to the PSC.

b) The right to membership dues shall remain in effect until: 1) the employee is no longer employed at CUNY in a position represented by the PSC; or 2) the PSC notifies the University that the employee has revoked his/her dues check-off authorization.

- i. When an employee is re-employed at the same college within a period of one year in a title represented by the PSC, the employee shall continue to be covered by the same dues check-off authorization card and not be required to sign another authorization card. The University will issue appropriate administrative instructions to all colleges to insure compliance with this provision.
- ii. When an employee in a PSC title is promoted or reclassified to another title represented by the PSC, the dues check-off shall continue uninterrupted. The University will issue appropriate administrative instructions to all colleges regarding this provision.
- iii. When an employee in a PSC title returns from an approved leave of absence, with or without pay, or from a layoff, or is reappointed or temporarily appointed in the same or another title represented by the PSC, any dues check-off authorization in effect prior to the approved leave of absence or layoff shall be reactivated.

4.2 New Member Information and Orientations:

- a) Within thirty (30) days of an employee's first being employed, re-employed, newly promoted or transferred to the PSC bargaining unit, the University shall notify the PSC of the employee's name, job title, employing college or unit, CUNY ID number, last 4 digits of the Social Security number, department, work location, work email address, home address, and work phone number, to the extent that one has been designated in CUNYfirst.
- b) Where orientation kits are supplied to new employees, the PSC shall be permitted to have union literature included, provided such literature is acceptable to the University Office of Human Resources Management. Online orientation materials shall include an electronic link to the PSC website, and PSC membership cards provided to the colleges by the PSC shall be available in the college Human Resources offices.
- c) Within sixty (60) days of an employee's first being employed, re-employed, newly promoted or transferred to the PSC bargaining unit, the University shall allow a duly appointed representative of the PSC to meet with such employee for a reasonable amount of time during his or her work time, without charge to leave credits, provided that such meeting is scheduled in consultation with a designated representative of the college or constituent unit of the University to which the employee is appointed. This requirement may be satisfied for employees attending a formal employee orientation program by allowing PSC representative/s a reasonable amount of time during the program to provide membership information to employees.

Information and Data:

Amend Article 5.2 as follows

5.2 The University shall make available to the PSC:

- (a) Two copies of the proposed Annual University Budget immediately upon its receipt by the Board.
- (b) The name, title, salary, CUNY ID number, college, department and tenure status of each member of the negotiation unit, and whether an employee is in a substitute title. Such data shall be made available in electronically sortable format once during each Fall and Spring semester, by October 15 and March 15.

The parties will enter into a side letter eliminating the University's reporting obligation under paragraph 16. of the Substitute Settlement Agreement.

Appointment and Reappointment, Article 9.10 Appeals:

Amend Article 9.10 to provide that the pilot program referenced in the Article will extend through the end of the 2023-2024 academic year.

Select Faculty Committee:

Amend the first paragraph in section 20.5 (c) 1. to add a sentence at the end of the paragraph as follows:

Members of the Select Faculty Committee shall receive a \$600 stipend for their service. The University shall pay \$300 and the PSC shall pay \$300 to each Select Faculty Committee member following receipt of the committee's decision.

Notification of Appointment for Teaching Adjuncts:

Amend the first paragraph of Article 10.1 (a) 3. as follows:

Persons in adjunct titles hired on a semester basis shall receive such notice on or before December 1 in the Fall semester or May 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.

Special Leaves for Childcare:

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

Scheduling Options for Paid Parental Leave:

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

4. Full-time classroom teaching members of the Instructional Staff (hereinafter “teaching faculty” or “faculty”)[1] may elect one of the options below in lieu of taking eight weeks of paid parental leave immediately following the birth or adoption of a child (or immediately following the expiration of approved use of temporary disability leave for the birth mother), as set forth in paragraph 3 above. The election shall be made at the time he/she files his/her notice of intent to take paid parental leave.
- a. 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 3-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 eight weeks) in the next semester.
 - b. 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 eight 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 6-contact-hour release to be taken in the Fall semester following the period of annual leave or in the following Spring semester, or to receive a 3-contact-hour release in each of those semesters. The scheduling option is subject to the approval of the department chair.
 - 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 option in subparagraph b) above, as appropriate.

Disciplinary Actions, Article 21:

Amend the first paragraph of Article 21 as follows:

The provisions set forth in Appendix H supersede the provisions in Article 21 below during a pilot period starting with the 2016-2017 academic year and extending through the end of the 2023-2024 academic year.

Distinguished Professors:

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

Eligibility for Fellowship Award (Sabbatical):

Amend Article 25.3 (a) as follows:

Eligibility: It is the intention of the parties that the funds for fellowship awards be limited to instructional staff members of the permanent instructional staff. Tenured members of the permanent instructional staff (including, for these purposes, instructional staff who have been approved for tenure effective the following September 1), and those holding the title Lecturer with a certificate of continuous employment, who have completed six years of continuous paid full-time service with the University exclusive of non-sabbatical or fellowship leave shall be eligible for a fellowship award. Individuals in professorial titles who are on leave from the title Lecturer with a certificate of continuous employment shall be eligible for a fellowship award. Service shall include service in a school or college

maintained in whole or part with City funds immediately preceding service in a college or institution under the jurisdiction of the Board of Trustees, provided that credit for such prior service shall not exceed three (3) years. Fellowship leaves awarded for the Fall semester or for the full academic year shall begin on the day full-time teaching faculty are scheduled to return from annual leave under Section 14.1.

Clinical Professor - Medical Series:

The parties will establish a labor/management committee to discuss the existing limitations on service in the Clinical Professor - Medical series title under Section 11.7.

Salaries above Base:

Amend the Pilot Program under Second Addendum to Settlement Agreement to provide that the pilot program will extend through the end of the 2023-24 academic year.

Add the following titles as eligible for a salary above base:

- Distinguished Lecturer
- Clinical Professor

Non-Teaching Adjunct Rates and Assigned Overtime Rates:

Amend Article 24.2 (b) to delete the following sentence:

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

Amend the following sentences in Article 24.7 ("Assigned Overtime Rates") effective 8/25/2022, as follows:

a. Counseling

All other non-classroom staff engaged in counseling assignments shall be remunerated at the appropriate non-teaching adjunct or hourly rate.

b. Professional Library Staff

Associate Professors, Assistant Professors and Instructors shall be remunerated in accordance with the appropriate non-teaching adjunct/hourly schedule and in accordance with the stated guidelines.

c. Professional Registrar Staff

Associate Registrars and Assistant Registrars shall be remunerated in accordance with the appropriate non-teaching adjunct/hourly schedule and in accordance with the stated guidelines.

d. Professional Business Management Staff

An employee who was converted from an Assistant Business Manager or Assistant to Business Manager title effective January 1, 1988, to a HEO series title and remains in the converted HEO series title performing the same duties performed in the former Business Manager series title shall be remunerated in accordance with the appropriate non-teaching adjunct/hourly schedule and in accordance with the stated guidelines.

Continuing Education:

Salary increases in the Supplemental Agreement will conform to the terms of this MOA.

The parties agree to meet prior to January 1, 2020, to discuss CETs in the Math Start program who are appointed as full-time CUNY Start Instructors and their placement on the CUNY Start Instructor salary schedule.

The parties also agree to meet and discuss implementation of an hourly pay rate schedule that incorporates existing service increments for CETs teaching in the Math Start program.

CLIP and CUNY Start Instructors:

Amend Appendix D to provide that CLIP and CUNY Start Instructors hired on an annual basis shall receive written notice of reappointment or non-reappointment on or before July 1.

The parties agree to meet prior to March 1, 2020, to discuss language to be included in Appendix D concerning the location of, content of, and employees' access to their personal personnel files.

The parties also agree to meet and discuss eligibility for Travia Leave and retiree health insurance benefits for CLIP and CUNY Start Instructors in the optional retirement program.

Hunter Campus Schools Teachers:

Effective January 1, 2020, \$60,000 shall be available for enhancements to the terms and conditions of employment for employees serving in represented titles at the Hunter College Campus Schools. The parties will meet prior to January 1, 2020, to discuss implementation.

Educational Opportunity Centers:

Modifications to the terms and conditions of employment for employees of the Educational Opportunity Centers will be covered by a separate Memorandum of Agreement. EOC salaries will conform to the terms of this MOA.

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 therefor 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

_____/s/_____

Félix V. Matos Rodríguez Date

Chancellor

For the Professional Staff Congress/CUNY

_____/s/_____

Barbara Bowen Date

President

[1] It is understood and agreed that the provisions of this policy pertaining to teaching faculty also apply to faculty counselors hired prior to September 1, 1998.

Links:

[1] <https://psc-cuny.org/contract/memorandum-agreement-2019>