

Summary of New PSC Contract Provisions – Instructional (Faculty) and Non-Instructional (HEO) Staff

Contract Provisions	Required Actions and Dates
<p>Wage Increases (retroactive)</p> <ul style="list-style-type: none"> - The term of the contract is 10/20/2010 to 11/30/17; 7 years, 1 month and 14 days - Wage increases are as follows: <ul style="list-style-type: none"> o 1% effective 4/20/12 o 1% effective 4/20/13 compounded o 2.5% effective 4/20/14 compounded o 2% effective 4/20/15 compounded o 2% effective 4/20/16 compounded o 1.5% effective 4/20/17 compounded - Retroactive pay is pensionable 	<p>Retroactive payments will be made in January 2017.</p>
<p>Ratification Bonus</p> <ul style="list-style-type: none"> - Lump sum payment of \$1,000 will be paid to full time employees who were on payroll as of 9/1/16 and 5/1/16. - Lump sum payment is pro-rated for part time employees with a maximum of \$1,000 - Adjuncts who have taught 9 contact hours in both Fall 2015 and Spring 2016 semesters and are on payroll as of 9/1/16 will receive the full \$1,000 payment. 	<p>-Central Office spreadsheet of employees and calculations must be verified and approved by HR no later than 9/22/16.</p> <p>-Bonuses will be included in the 10/21/16 paycheck.</p>
<p>Change to Annual Evaluations – Section 18.3</p> <ul style="list-style-type: none"> - If an employee fails to attend a scheduled evaluation conference without reasonable cause, the meeting must be rescheduled and employee informed in writing of the rescheduled date. If the employee again fails to attend without reasonable cause, the department chair/designated official may prepare an evaluation in memorandum form for inclusion in the employee’s personal file without holding a conference. 	
<p>Expedited Disciplinary Process- Amendments to Article 21</p> <ul style="list-style-type: none"> - Five year pilot program, starting with the 2016-2017 academic year, which eliminates the hearing (Step 2 hearings) before the Chancellor’s Designee in Article 21 disciplinary proceedings. 	

<p>Medical Separation Procedure</p> <ul style="list-style-type: none"> - The college's President or designee, having obtained approval from CUNY, may opt to follow this medical separation procedure in lieu of Article 21 (PSC disciplinary processes) if an employee is unable to perform the duties of his or her position due to a physical or mental incapacity. - The medical leave shall be for one year and the employee will remain in paid status for the first six months of the leave. 	<ul style="list-style-type: none"> -Written notice to include the basis for CUNY's judgment that the employee is not fit to perform duties of the position along with the job description must be sent to the employee, PSC, PSC Welfare Fund, and CUNY's Office of General Council at least fourteen calendar days prior to the commencement of the medical leave. -Notice stating the start date of the medical leave must be sent to the employee's home address on file by first class mail and e-mail address. -An employee who wishes to contest the placement on leave may, within fourteen calendar days of the date of the notice, request an independent medical examination from the PSC Welfare Fund.
<p>Bereavement Leave – new section 14.8 & revised section 14.9</p> <ul style="list-style-type: none"> - All full time instructional staff members are entitled to up to four days of paid bereavement leave for a death in the immediate family. Teaching and non-teaching Adjuncts and adjunct College Lab Techs may be excused for personal illness or personal emergencies. Request for such leave where possible, must be made in advance in writing. 	<p>Proof of bereavement shall be provided upon request made by the department chair, supervisor, or HR.</p>

Additional New PSC Contract Provisions for Instructional Staff (Faculty)

Contract Provisions	Required Actions and Dates
<p>Multi-Year Appointments for Teaching Adjuncts</p> <ul style="list-style-type: none"> - Five year (academic) pilot program which will provide three year or two year appointments for eligible teaching adjuncts. - A teaching adjunct who has taught at least six contact teaching hours within the same department of the college for the ten most recent consecutive semesters (excluding summer sessions) shall be considered for a three year appointment, subject to a comprehensive review and assessment. - The first three year appointments will begin in the Fall 2017 semester and continue through Fall 2020. The adjunct must have an appointment for the Spring 2017 semester. - During the three year appointment period, the adjunct shall be assigned a minimum of 6 contact hours in each Fall and Spring semester. - As a one-time transition, those adjuncts who have taught at least six classroom hours per semester within the same department of the same college for 14 out of 18 consecutive semesters are eligible for a two year appointment. 	<ul style="list-style-type: none"> -HR must identify eligible adjuncts in conjunction with OAA for three year appointments and notify Department Chairs. -For the two year appointments, the adjunct must file a notice of interest with the department chair no later than 10/17/16.
<p>CUNY Language Immersion (CLIP) and CUNY Start Instructors</p> <ul style="list-style-type: none"> - Two new full time titles will have annualized salaries and health insurance. - Workload is 1230 hours/year exclusive of paid holidays and annual appointment periods to begin in August. - Salary schedule is equivalent to the lecturer schedule; January 1st step movement is after at least ten full months of service. - Incumbents will be moved to the equivalent salary based on 1230 work hours/year. - CUNY Start Instructors with functional title of Lead Instructor will receive \$5,300 salary differential 	<p>HR must identify current CET's in CLIP and CUNY Start to appoint in full time titles effective Spring 2017.</p>
<p>Reduction in Workload Labor Management Committee</p> <ul style="list-style-type: none"> - A labor management committee will convene no later than 10/1/16 to make recommendations in reducing the annual undergraduate teaching workload by three contact hours in order to allow additional time for activities to improve student success and outcomes such as student/academic advisement, office hours, and academic research. 	<p>A joint labor management committee must be established.</p>

Additional New PSC Contract Provisions for Non-Instructional Staff (HEO)

Contract Provisions	Required Actions and Dates
<p>Additional Salary Increase Opportunities for HEO Series Employees</p> <ul style="list-style-type: none"> - Upon recommendation of supervisory personnel in recognition of excellence in performance or increased duties, a member of the HEO Series may, upon approval of the Board, be granted an additional salary movement within the schedule - Assistants to HEO, HEO Assistants, or HEO Associates who have at least one year of service at the top salary step are eligible for a discretionary \$2,500 assignment differential to be added to their annual base salary, based on performance excellence or increased responsibilities. 	<ul style="list-style-type: none"> -Proposed step movement to be approved by ARC and the President. -Eligible employees may nominate themselves or be nominated by their supervisors. Nominations will be reviewed by the Labor Management Committee and all positive recommendations will be forwarded to ARC and the President for further reviews and approvals.
<p>Changes to Section 13.13 - Notification of Non-Reappointment for HEO Employees</p> <ul style="list-style-type: none"> - Notice of non-reappointment will be provided to HEO employees on or before April 1. For new employees who were appointed on or after October 1, the deadline for notice of non-reappointment (for first reappointment only) is May 1. 	<p>In collaboration with the Labor Designee’s Office, ensure all tracking/monitoring systems reflect the new notification dates.</p>
<p>Changes to Section 15.4(f)- Labor Management Committee</p> <ul style="list-style-type: none"> - Each campus must establish a Labor Management Committee composed of three members designated by the President and three members designated by the PSC (previous contract required four members). - The committee will no longer review reclassification requests. The committee will continue to hear concerns regarding workload. In addition, requests for the \$2,500 assignment differential will initially be reviewed. 	<p>Committee members must be selected by the President and PSC.</p>
<p>Change to Article 1 – Excluded Personnel</p> <ul style="list-style-type: none"> - In addition to the excluded functions or titles already identified in Article 1, each college President may exclude up to three additional positions for employees newly appointed to those positions. - No employee’s representation status shall be changed while he/she remains in his/her current position. 	<p>HR must contact the President’s Office to determine whether new employees appointed to highly confidential positions should be excluded.</p>