9-1-1980

City University of New York and Professional Staff Congress-CUNY (1980)
City University of New York and Professional Staff Congress-CUNY (1980)

Location
New York, NY

Effective Date
9-1-1980

Expiration Date
8-31-1982

Number of Workers
9000

Employer
City University of New York

Union
Professional Staff Congress-CUNY

NAICS
61

Sector
Local government

Item ID
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Keywords
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Comments
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AGREEMENT
between the
CITY UNIVERSITY
OF NEW YORK
and the
PROFESSIONAL STAFF CONGRESS/CUNY
September 1, 1980 - August 31, 1982
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AGREEMENT entered into this XXXXXXXXXXXXXXX, by and between the CITY UNIVERSITY OF NEW YORK (hereinafter referred to as "CUNY" or the "University"), and the PROFESSIONAL STAFF CONGRESS-CUNY (hereinafter referred to as the "PSC").

WITNESSETH:

WHEREAS, CUNY has had a long-standing policy that there exists an academic community of interest within the City University of New York ("CUNY") and that such community of interest includes Instructional Staff, and

WHEREAS, CUNY has been recognized as a "Public Employer" consistent with the terms and provisions of the Public Employees' Fair Employment Act of the State of New York, and

WHEREAS, CUNY elected to come under the rules of procedure and regulations of the New York State Public Employment Relations Board, and

WHEREAS, a secret ballot election was conducted by the New York State Employment Relations Board, and

WHEREAS, the members of the Instructional Staff in the unit hereinafter set forth freely selected the PSC as their representative for the purposes of collective negotiations and the settlement of grievances, and
WHEREAS, CUNY and the PSC affirm collective bargaining as a process to be used for the improvement of the University, and

WHEREAS, CUNY and the PSC seek to maintain and encourage, in accordance with law, full freedom of inquiry, teaching, research and publication of results the parties subscribe to Academic Freedom for faculty members. The principles of Academic Freedom are recognized as applicable to other members of the Instructional Staff, to the extent that their duties include teaching, research and publication of results, the selection of library or other educational materials or the formation of academic policy.

NOW, THEREFORE, it is agreed:
ARTICLE 1
RECOGNITION

1. The PSC is recognized by the City University of New York for the effective period of this Agreement as the exclusive collective negotiating representative under the Public Employees' Fair Employment Act for the persons in the following titles:

<table>
<thead>
<tr>
<th>Title</th>
<th>Title</th>
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<tbody>
<tr>
<td>Professor</td>
<td>College Laboratory Technician</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>Senior College Laboratory Technician</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>College Physician</td>
</tr>
<tr>
<td>Adjunct Professor</td>
<td>Higher Education Officer</td>
</tr>
<tr>
<td>Adjunct Associate Professor</td>
<td>Higher Education Associate</td>
</tr>
<tr>
<td>Adjunct Assistant Professor</td>
<td>Higher Education Assistant</td>
</tr>
<tr>
<td>Adjunct Lecturer</td>
<td>Assistant to Higher Education Officer</td>
</tr>
<tr>
<td>Lecturer (full-time)</td>
<td>Higher Education Intern</td>
</tr>
<tr>
<td>Graduate Assistant (&quot;A&quot;, &quot;B&quot;)</td>
<td>Business Manager</td>
</tr>
<tr>
<td>Instructor</td>
<td>Assistant Business Manager</td>
</tr>
<tr>
<td>Instructor (Nursing Science)</td>
<td>Assistant to Business Manager</td>
</tr>
<tr>
<td>Research Associate</td>
<td>Chairman of College Departments</td>
</tr>
<tr>
<td>Research Assistant</td>
<td>Distinguished Professor from within CUNY</td>
</tr>
<tr>
<td>Senior Registrar</td>
<td>Substitute (full-time title)</td>
</tr>
<tr>
<td>Registrar</td>
<td>University Professor</td>
</tr>
<tr>
<td>Associate Registrar</td>
<td></td>
</tr>
<tr>
<td>Assistant Registrar</td>
<td></td>
</tr>
<tr>
<td>Registrar's Assistant</td>
<td></td>
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</tbody>
</table>

in the Hunter College Elementary School and Hunter College High School:

Chairman of Department       Teacher of Library
Teacher
Assistant Teacher
Substitute Teacher
Temporary Teacher
Guidance Counselor

and in the Early Childhood Centers: Teacher, Assistant Teacher

The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 8, 20.3, 24.3, 24.4, 26, 27, 33, 37 and 38.

Medical Professor Sciences (Basic Sciences)
Associate Medical Professor (Basic Sciences)
Assistant Medical Professor (Basic Sciences)
Medical Professor (Clinical)
Associate Medical Professor (Clinical)
Assistant Medical Professor (Clinical)

Adjunct Medical Professor (Basic Sciences)
Adjunct Associate Medical Professor (Basic Sciences)
Adjunct Assistant Medical Professor (Basic Sciences)
Adjunct Medical Professor (Clinical)
Adjunct Associate Medical Professor (Clinical)
Adjunct Assistant Medical Professor (Clinical)
The following titles are included in the unit but excluded from the provisions of the Agreement with the exception of Articles 20, section 20.3, 35, 37 and 38.

Resident Professor
Resident Associate Professor
Resident Assistant Professor
Resident Instructor
Resident Lecturer

The following title is included in the unit but excluded from the provisions of the Agreement with the exception of Articles 3, 4, 5, 7, 8, 17, 37 and 38.

Continuing Education Teacher

Employees in the following titles are included in the unit but excluded from the provisions of the Agreement except as provided in the Supplemental Agreement attached hereto: Educational Opportunity Center (EOC) instructional titles

Employees in the following functions or titles are excluded:

Chancellor
Deputy Chancellor
Vice Chancellor
President
Deputy to the President
Vice President
Assistant Vice President
Dean
Associate Dean
Assistant Dean
Principal-Hunter College

Chief Librarian
Director***
Visiting Professor
Visiting Associate Professor
Visiting Assistant Professor
Distinguished Professor from outside CUNY
Provost
Office of the Vice Chancellor for Faculty and Staff Relations
Office of the General Counsel
1.2 It is understood that nothing contained in this Article shall be construed to prevent the Board of Trustees of The City University of New York, (hereinafter referred to as the "Board") or any University official from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subjects of collective negotiations, and covered by a term of this Agreement, any changes or modifications shall be made only through negotiation and agreement with the PSC.

* Not more than one excluded Executive Assistant per Vice President
** Not more than a number equal to two times the number of colleges, plus two (for the Central Office).
*** University Directors, SEEK and CD Directors, Educational Opportunity Center Directors, Student Center Directors, Public Relations Directors, Personnel Directors, and Campus Security Directors, Directors of Continuing Education
**** Number of Coordinators not to exceed those specified in contract between SUNY and the individual college.
ARTICLE 2
CUNY-PSC RELATIONSHIPS

2.1 The parties agree to maintain the academic character of the University as an institution of higher education.

2.2 The entire Agreement between the parties consists of the terms herein stated, and this Agreement terminates all prior Agreements and understandings. All Bylaws, policies and resolutions of the Board, and all Governance plans and practices of the Colleges and of the departments, as currently in effect, or as the same may be hereafter adopted, supplemented or amended, shall be subject to the said stated terms of this Agreement.

2.3 Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of CUNY so long as such rights are not in conflict with a stated term of this Agreement.

2.4 The rights, functions and powers of the Board and its officers and agents, and of the officers of CUNY, under the applicable law of the State and the Bylaws of the Board, including the Board's right to alter or waive existing Bylaws or policies in accordance with the procedures specified in the Bylaws shall remain vested in the Board and in said officers and agents, subject to the following:

(a) The Board shall supply the PSC with three copies of the Board's Bylaws and written policies. If there is an inconsistency or conflict between an existing Bylaw or policy of the Board and a stated term of this Agreement, the said term of this
(b) The Board shall not adopt any new or amended Bylaws, policy or resolution which conflicts with a stated term of this Agreement. In the event any such Bylaw, policy or resolution is adopted by the Board, the said term of this Agreement shall nevertheless govern.

(c) In the event it is proposed that a Bylaw, procedure or policy respecting a term or condition of employment of all or some of the employees covered by this Agreement be adopted, amended or rescinded by resolution of the Board, the PSC shall be given notice and an opportunity to consult in respect of said action prior to said action being taken or becoming effective, in the manner specified below:

(i) The Board or its agent shall furnish the PSC with three copies of all proposed resolutions to adopt, amend or rescind a Bylaw at such time as a standing Committee of the Board or, in the event a committee does not consider the resolution in advance, as soon as the Board as a whole receives a copy of the text of such resolutions or as soon thereafter as practicable, but in no event later than the time the Board's Committee delivers notice of proposed Bylaw changes to the Board.

(ii) The Board or its agent shall furnish the PSC two copies of the agenda of each regular or special meeting of the Board at the time said agendas are made available to members of the Board, and two copies of the minutes of Board meetings at the time said minutes are made available to members of the Board.

(iii) If a standing Board Committee has scheduled hearings on
any proposed Board action respecting a term or condition of employment of employees covered by this Agreement, the PSC shall, on request, be permitted to participate in such hearing on such terms as the appropriate Committee shall determine.

(iv) The PSC may request to be heard by the Board at a regularly scheduled or special meeting in order to speak to any item of the Board’s agenda, provided that such request is made known to the Board Chairman not less than three (3) days prior to the meeting.

(v) Upon the delivery to a standing Committee of the Board of any proposal for a Board resolution respecting a term or condition of employment of employees covered by this Agreement, or upon the appearance on the Board’s agenda of any such resolution, the PSC may request consultation with the Chancellor or his designee in respect of such proposed Board action, in advance of its being taken, and such opportunity for such advance consultation shall be provided unless manifestly impracticable, and the Chancellor or his designee, prior to the Board’s action, shall report to the Board the substance of such advance consultation, it being understood that the PSC’s consent to the Board’s action shall not be required prior to such action being taken or becoming effective, unless the Board action shall be inconsistent with a stated term of this Agreement.

2.5 The Chancellor shall meet with the President of the PSC and a reasonable number of other officers of the PSC twice each semester for the purpose of consultation in respect of the terms and conditions of employment of employees covered by this Agreement, and of matters necessary to the implementation of this Agreement which are University-wide in nature. Other matters may
be placed on the agenda by the Chancellor or the PSC by mutual agreement. In emergencies which prevent the Chancellor’s attendance, the Chancellor’s designee shall meet with the PSC. Each party shall submit to the other a list of particular matters to be discussed not less than five (5) days before the scheduled date of meeting.

2.6 Each College President shall meet with the PSC chapter chairperson and a reasonable number of other officers of the PSC twice each semester for the purpose of consultation in respect of matters directly affecting the terms and conditions of employment of employees of said College covered by this Agreement, and matters necessary to the implementation of this Agreement which are local in nature. Other matters may be placed on the agenda by the President or the PSC by mutual agreement. In emergencies which prevent the President’s attendance, the President’s designee shall meet with the PSC. Each party shall submit to the other a list of particular matters to be discussed not less than five (5) days before the scheduled date of meeting.

2.7 Nothing contained herein shall prevent the PSC from consulting with the Chancellor and the College Presidents, as described above, at times other than those set forth if matters within the area of collective negotiation arise of an urgent or emergency nature.

ARTICLE 3
UNIT STABILITY

3.1 Any group of employees in the present collective negotia-
tion unit whose group classification is changed during the life of this Agreement will remain in the unit for the duration of this Agreement.

ARTICLE 4
CHECK-OFF AND AGENCY SHOP

4.1 Check-Off:
The University agrees to the principle of exclusive check-off of annual PSC dues in amounts to be determined by the PSC in accordance with the forms and procedures approved by the Comptroller's Office of the City of New York or State of New York. Withholding authorizations will be submitted to the appropriate University authorities. The University, together with the PSC, shall develop procedures in conjunction with the Comptroller's Office to expedite the deduction of dues and the prompt remission of same to the PSC.

When a member on dues deduction is transferred from one unit of the University to another, authorization to withhold dues shall be forwarded to the new payroll office.

4.2 Agency Shop
The University and the PSC agree that employees covered by this Collective Bargaining Agreement shall be subject to an agency shop fee deduction to the extent permitted by Article Fourteen of the Civil Service Law in accordance with procedures agreed on by the parties.

ARTICLE 5
INFORMATION AND DATA
5.1 The University, through the Office of the Vice Chancellor for Faculty and Staff Relations, shall make available to the PSC, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to the collective negotiation unit and in possession of the University as are necessary for the implementation of this Agreement and for negotiation of a successor agreement during the negotiation period specified in Article 33. It is understood that this provision shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable.

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, college, department and tenure status of each member of the negotiation unit. Such data shall be made available once during each Fall and Spring semester.

ARTICLE 6
RELEASED TIME

6.1 Released time for the handling of grievances and implementation of this Agreement shall be granted:

(a) to designees of PSC to a maximum aggregate for all campuses (including the Central Office) of 123 classroom contact hours for each semester. 120 hours shall be apportioned amongst the various colleges of The City University of New York with a minimum of 3 hours to be apportioned to each college.
6.2 Any designee under 1(a), who is a non-teaching member of the Instructional Staff, may be granted a maximum of one day released time each week. For purposes of paragraph 1, a day of released time shall be the equivalent of three classroom contact hours.

6.3 The names of such PSC designees shall be supplied in writing to the President of each college, with a copy to the Vice Chancellor for Faculty and Staff Relations, no later than prior to the June commencement preceding the beginning of the fall semester and no later than two months preceding the beginning of the spring semester for which such released time is sought. No member of the Instructional Staff who is not a full-time employee in this unit may be eligible for such released time.

6.4 Such released time may not be used to solicit PSC membership.

6.5 Consistent with the proper staffing of college and university programs and services, the Board will permit the PSC to purchase released time for additional designees. Such released time shall be purchased at the adjunct rate appropriate to the designee. The amount of released time under this paragraph shall be subject to agreement between the parties.

ARTICLE 7
ORGANIZATIONAL USE OF FACILITIES

7.1 Upon request to the President or his designee, the college chapter of the PSC shall be permitted to meet at the college if
appropriate facilities are available. All requests must be in writing at least three days prior to the requested meeting.

7.2 The PSC shall be permitted to use college mailroom facilities for the distribution of PSC communications.

7.3 At each college campus, the President or his designee shall assign two (2) bulletin boards for the exclusive use of the PSC for the purpose of posting PSC notices. It is agreed that the number of bulletin boards at each college campus shall not exceed eight (8). However, the PSC shall be entitled to post notices on existing college bulletin boards customarily used for general notices to Instructional Staff, such as in the Faculty Lounge and in the Faculty Dining Room.

ARTICLE 8
NON-DISCRIMINATION

8.1 Neither the University nor the Union will interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in or lawful activity on behalf of the Union. Neither the University nor the Union will discriminate in respect to hire, tenure of employment or any terms or conditions of employment of any employee covered by this Agreement because of sex, race, national origin, religion, political belief or membership in, or lawful activity on behalf of the Union. The University and the Union shall comply with applicable provisions of federal, state and municipal laws and ordinances in respect of discrimination in employment because of age.

8.2 The Union agrees that it will admit to membership and
9.1 When reasonably practicable, initial full-time appointment to the Instructional Staff shall be made, in writing, by the President or his designee and approved by the Board prior to the effective date of appointment. Where such written appointment in advance of the effective date is not practicable, appointment shall be made by the President or his designee, subject to final action by the Board; in such instances, the President or his designee shall advise the appointee, in writing, that the appointment is subject to Board approval.

9.2 In the event that the Board does not approve of the appointment, and the appointee has already commenced work, the appointee shall have the option of receiving compensation pro rata for time worked or accepting a college appointment for the duration of that single semester. When however, the Board does not approve the appointment for cause involving matters such as falsified credentials or inaccurate vita, the University shall be under no obligation other than payment for work performed to that point.

9.3 All initial full-time appointments to the Instructional Staff (except for those of substitutes and distinguished professors) shall be for one year or to the end of the academic year in which the appointment takes effect. For appointments to the Business Manager series and HEO series which are made on the basis of the fiscal year, the fiscal year shall obtain.
9.4 All full-time reappointments to the Instructional Staff shall be for no less than one year, except for substitutes and for retirement leave. An employee shall be compensated in a lump sum for all annual leave or compensatory time owed on the final date of the appointment or in the case of resignation as of the final work day.

9.5 Part-time appointments may be for less than one year.

9.6 Appointments to the title of Graduate Assistant shall be in accordance with the provisions of 11.2 of this Agreement.

9.7 Substitutes are temporary employees appointed to fill vacancies caused by leaves and/or emergencies; such persons shall have no presumption of retention.

9.8 Instructors and non-certificated Lecturers (full-time) with four or more years of continuous full-time service in those titles immediately preceding appointment to the rank of Assistant Professor shall receive two years of service credit toward the achievement of tenure in the title Assistant Professor.

By August 31, preceding the first full year appointment to the title, Assistant Professor, the employee shall state, in writing, his/her preference regarding whether or not he/she wishes to waive the service credit toward tenure provided in the previous paragraph. In the event the employee wishes the service credit waived and the President or the President's designee approves, the service credit shall be waived irrevocably. In the event that the employee wishes to have the service credit applied or does not state a preference, the service credit shall apply. Approval or denial of the request shall not be subject to the provisions of Article 20.
9.9 When a College President determines not to make a recommendation to the Board for reappointment or promotion of a person recommended to him by a College P&B Committee or other appropriate body, the individual affected by that decision shall be notified of the Committee's favorable recommendation and of the President's decision. The notice shall not state the reasons for the President's action.

Within ten (10) school days after receipt of said notice, the affected individual may submit to the President a signed request, for a statement of the reasons for the President's action. Within ten (10) school days after receipt of the request, the President shall furnish a written statement of his reasons to the affected employee.

The President shall not be required thereafter to justify his decision or his reasons.

It is recognized that the president has an independent duty to recommend to the Board for appointment, reappointment, tenure or promotion only those persons he/she is reasonably certain will contribute to the improvement of academic excellence at the college and to consider institutional factors.

9.10 In the event that an individual appeals through academic channels a negative decision regarding reappointment, tenure, a Certificate of Continuous Employment, or promotion, and the appeal is not successful, the individual shall be so notified by the President or his designee in writing.

Within 10 school days after receipt of said notice the affected individual may submit to the President a signed request for a statement of reasons for the denial of the appeal. Within ten
school days after receipt of the request, the President shall furnish a written statement of the reason(s) for denial to the affected employee.

It is recognized that the president has an independent duty to recommend to the Board for appointment, reappointment, tenure or promotion only those persons he/she is reasonably certain will contribute to the improvement of academic excellence at the college and to consider institutional factors.

Consistent with Section 20.5 of this Agreement the President’s academic judgment shall not be reviewable by an arbitrator.

9.11 An individual who has received a statement of reasons pursuant to section 9.9 may not, upon appeal to the president, receive a second statement of reasons pursuant to section 9.10.

ARTICLE 10
SCHEDULE FOR NOTIFICATION OF REAPPOINTMENT AND NON-REAPPOINTMENT

10.1 Members of the Instructional Staff other than employees in the HEO and Business Manager Series and in the Hunter College Campus Schools shall receive written notice of reappointment or of non-reappointment on the following schedule:

(a) Instructional Staff Members in Tenure-Bearing and Certificate-Bearing Titles, Adjunct and Instructor Titles:

1. Persons hired on an annual basis on September 1 in their first year of service shall receive such notice on or before April 1. An individual who has had prior service in another unit of the University shall be deemed to be serving his initial year
of appointment in the first year of service at the new unit. This provision shall not be deemed to affect the accumulation of service credit toward tenure or toward a certificate of continuous employment.

2. Persons hired on an annual basis in their second or later years of continuous service shall receive such notice on or before December 1, except that persons in the title Lecturer shall receive such notice in their second year on or before April 1.

3. Persons in adjunct titles hired on a semester basis shall receive such notice on or before December 1 in the Fall semester or April 1 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 they are known to the appropriate college authorities.

(b) All other members of the Instructional Staff not otherwise specified shall receive such written notice:

1. On or before June 1 in the first year of service. An individual who has had prior service in another unit of the University shall be deemed to be serving his initial year of appointment in the first year of service at the new unit. This provision shall not be deemed to affect the accumulation of service credit toward tenure or toward a certificate of continuous employment.

2. On or before May 1 in their second year or later year of service.

10.2 All notifications shall be made by the President or his
designee subject to financial ability and subject to ratification by the Board.

10.3 When timely notice of non-reappointment has once been given, but it is later determined in the grievance procedure that there was some irregularity in the original decision not to reappoint, a subsequent notice of non-reappointment, otherwise valid, given after the irregularity has been removed or corrected, shall be deemed timely for the purposes of this Article.

ARTICLE 11
CLASSIFICATION OF TITLES

11.1 The title Lecturer (full-time) shall be a tenure-bearing (certificate of continuous employment) title used for full-time members of the faculty who are hired to teach and perform related faculty functions, but do not have a research commitment. A certificate of continuous employment shall be granted in accordance with the provisions of Article 12. Persons appointed to this rank shall be entitled to all faculty retirement and other fringe benefits and shall be scheduled in accordance with the provisions of Article 14. In the Schools of General Studies, Lecturers who are employed primarily to perform professional library functions shall not be required to perform guard duty or maintenance duties.

11.2 Graduate Assistant:

This category was designed to provide support for full-time CUNY students to enable them to complete their graduate degrees in a reasonable time while receiving financial support and gaining
teaching experience. This title designates a student who is the equivalent of a graduate assistant at other universities and who is receiving graduate student financial aid similar to the undergraduate work study financial aid plan.

First priority shall be given to graduate students in The City University for such graduate fellowships.

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

(a) The employment, retention, evaluation or assignment of persons employed in the title Graduate Assistant, to the extent that it is based upon their status, progress and evaluation as graduate students shall not be subject to the grievance procedure established in this contract.

(b) A joint committee of the PSC and the University shall be established to develop a University-wide formula for the employment and distribution of Graduate Assistants in the University based on proposals submitted by the faculty of the Graduate Division.

11.3 The regular full-time academic title shall be used for those members of the full-time Instructional Staff of a College within the City University who assume teaching or related assignments in a University session which are in addition to normal full-time assignments. The extent of such additional
assignments shall be limited by the multiple position regulations of the Board.

11.4 The titles of Adjunct Lecturer, Adjunct Assistant Professor, Adjunct Associate Professor or Adjunct Professor shall be used for people who are not full-time members of The City University of New York faculty and who teach part-time or who have other part-time assignments in the University. The assignment of title shall depend on meeting the relevant qualifications as stipulated by the Bylaws of the Board.

11.5 Hunter College Campus Schools

A teacher at the Hunter College Campus Schools who has achieved a Master's degree prior to appointment or during service as a substitute at the Campus Schools will receive service credit toward tenure for service rendered subsequent to the attainment of the Master's degree as a substitute in the area in which the Master's degree is held when he or she is appointed on a permanent line, on the following basis: One year of service credit for one full year of service; two years of service credit for two full years of service; three years of service credit for three or more full years of service.

11.6 University Professor

(a) Appointment to the title University Professor shall not confer, nor shall be credited as service toward the achievement of tenure in such position or any other position on the instructional staff. Appointment to such position or removal therefrom shall not deprive the person so appointed or removed of tenure in the highest position held with tenure prior to his/her appointment to such position or conjointly with such office.
(b) Notwithstanding the provisions of section 6.6b of the bylaws, the term of appointment shall be five years or until the end of the academic year during which such person reaches mandatory retirement age, whichever is shorter. Upon recommendation of the Chancellor, such person shall be eligible for one reappointment.

ARTICLE 12
CERTIFICATE OF CONTINUOUS EMPLOYMENT

12.1 Members of this unit in the title Lecturer (full-time) shall be eligible for a certificate of continuous employment upon a sixth full time appointment in the title of Lecturer (full-time) immediately preceded by five years of continuous full-time service in the title of Lecturer. In computing eligible time in service, such time shall commence with the first September of appointment.

12.2 When service has been continuous and a break in full-time service has occurred by virtue of a reduced schedule, such less than full-time service shall be prorated towards its equivalency in full-time service.

12.3 The certificate of continuous employment shall be valid only in the college or in the Educational Opportunity Center which makes the certificate or sixth appointment and shall carry with it the guarantee of full-time reappointment subject to continued satisfactory performance, stability in academic program, sufficiency of registration and financial ability.

12.4 The terms of this article do not apply to service in any title other than Lecturer (full-time) or (part-time).
12.5 Effective one year after initial appointment, no member of this unit in the title Lecturer, full-time or part-time, shall be denied reappointment on the basis of professional incompetence unless he has been evaluated during at least three semesters (including the first year of appointment) according to the provisions contained in this Agreement, Article 18 and unless two of the last four evaluations indicate unsatisfactory professional performance.

12.6 An Instructor may be appointed in the title Lecturer (full-time) immediately preceded by five years of continuous full-time service as an Instructor in the same department, in which case he shall receive a Certificate of Continuous Employment as a Lecturer.

ARTICLE 13
MULTIPLE YEAR APPOINTMENTS FOR BUSINESS MANAGER AND HIGHER EDUCATION OFFICER (HEO) SERIES

13.1 The normal appointment year for employees in the HEO and Business Manager series shall be July 1 through June 30.

13.2 Employees in the HEO series (except those employed as HEO interns) and Business Manager series titles shall be subject to the following appointment and reappointment practices:

(a) The first appointment and the first reappointment shall be for a one-year period.

(b) For HEOs and Business Managers the second and third reappointment shall be for two year periods. The fourth reappointment shall be for a five year period. Subsequent reappointments shall be for six year periods. The second reappointment for
Assistant to, Assistant and Associate levels shall be for a three-year period. The third reappointment shall be for a five year period. Subsequent reappointments shall be for six year periods.

(c) When an employee with at least one full year of service in a HEO or Business Manager series title, is appointed to a higher HEO or Business Manager series title, the first full-year appointment in such higher title shall be for a one-year period. The first and second reappointment in such higher title shall be for either a two-year period (HEO and Business Manager levels) or a three-year period (Assistant to, Assistant and Associate levels).

If an employee’s total service in the HEO or Business Manager series at the end of the first full year appointment in a higher title is five years or more, the first reappointment shall be for a five-year period.

If an employee’s total service in the HEO or Business Manager series at the end of the first full year appointment in a higher title is 10 years or more, the first reappointment shall be for a six-year period.

If an employee had been serving in a five or six-year reappointment in a lower title in the HEO or Business Manager series, the first full-year appointment in a higher title shall be for a one year period and the first reappointment shall be for a five or six year period as the case may be.

Where an employee is serving in a multiple year appointment in a HEO or Business Manager series title and is appointed to a higher title in either series, during the initial appointment to
a full year in the higher title only a substitute may be employed in the prior title and function. In the event the employee appointed to the higher title does not receive a reappointment in the higher title, that employee shall be permitted to return to the prior title for the period terminating with the expiration date of the multiple year appointment in the lower title.

13.3 Notice of non-reappointment shall be given on or before April 1 in respect of the first and second reappointments, except in the case of persons who assume the duties of the position on October 1 or later in which case the notice of non-reappointment date shall be May 1.

13.4 For all subsequent reappointments, employees shall be given notice of non-reappointment on or before March 1.

13.5 For purposes of applying this article, all persons reappointed for 1973-1974 shall be deemed to be receiving their first reappointments.

13.6 The above shall not preclude appointments for a partial year when (a) an initial appointment is made after July 1 for a year ending June 30, or (b) when an appointment is for purposes of using accrued annual leave. Such appointments made prior to September 1 shall be considered as if they were full year appointments for purposes of applying this article with the exception of paragraph 13.3.

13.7 Persons subject to this article shall be subject to discharge for just cause, subject to the Grievance and Arbitration article and not to Article 21 of this Agreement.
ARTICLE 14
LEAVES AND HOLIDAYS

14.1 The period of annual leave for full-time teaching members of the faculty shall be from the day subsequent to the June commencement of each college until the first of September following such commencement or an equivalent consecutive period.

14.2 For persons in the titles of College Laboratory Technician, the HEO title series, and the Business Manager title series, there shall be 25 work days per year of annual leave.

14.3 For members of the Instructional Staff who are employed as Librarians or in the Registrar series, there shall be 30 work days of annual leave.

14.4 All employees in the College Laboratory Technician and HEO title series who were employed prior to September 1, 1969, shall suffer no loss or diminution of prior vacation privileges.

14.5 All employees in the Business Manager and fiscal officer title series, who were employed prior to the inclusion of these titles under the Instructional Staff, shall suffer no loss or diminution of prior vacation privileges.

14.6 For non-classroom personnel, attendance at professional conferences which are approved by the college and enhance the individual's professional performance and growth shall not be charged annual leave.

14.7 Instructional Staff Personnel who are engaged in non-teaching functions and who work a 35-hour week (HEO, Business Manager, Research Series, Library Staff, College Laboratory Technicians, Registrar's series, Research Assistant, et al.):
The regular holidays with pay shall be as follows:

(a) Independence Day - July 4
(b) Labor Day - First Monday in September
(c) Columbus Day - Second Monday in October
(d) Veteran's Day - November 11
(e) Election Day - First Tuesday following the First Monday in November
(f) Thanksgiving Holiday - Fourth Thursday in November, Friday following
(g) Christmas Holiday - December 24 and 25
(h) New Year's Holiday - December 31, January 1
(i) Lincoln's Birthday - February 12
(j) Washington's Birthday - Third Monday in February
(k) Memorial Day

If a holiday falls on a Saturday or Sunday which is not a regular work day it shall be observed on the Friday before or Monday following as designated by the college or by the University or, at the option of the University, may be designated as an unscheduled holiday, to be taken following the holiday for which it is substituted but prior to the end of the fiscal year, with the prior approval of the employee's supervisor. In addition, there shall be two unscheduled holidays in the period July 1 - June 30 of each year.

14.8 Adjunct classroom teachers and teachers on multiple position assignments employed for a course may be excused for personal illness or personal emergencies including religious observance, death in the immediate family or similar personal needs which cannot be postponed for a period of 1/15 of the total number of clock hours in the particular session or semester. Request for such leave, where possible, must be made in advance, in writing. If it is not possible to make such a request in
advance, the department chairperson should be informed as soon as possible. The reason provided must be satisfactory to the chairperson.

ARTICLE 15
WORKLOAD

15.1 Workload for classroom teaching members of the Instructional Staff, excluding teachers in the Hunter College Elementary and High Schools and Early Childhood Centers:

(a) The academic work year shall be from September 1 through August 31 inclusive of annual leave as currently provided in Article 14. Except for such periods of annual leave, classroom teaching members of the Instructional Staff shall be available for assignment to professional activities.

(b) Employees on the teaching staff of the City University of New York shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable schedule, it being recognized by the parties that the teaching staff has the obligation, among others, to be available to students, to assume normal committee assignments, and to engage in research* and community service. In determining what is "excessive" or "unreasonable" under this paragraph, practices in the University during the 1971-72 academic year shall be one of the important elements to be considered.

* It is understood that Lecturers (full-time) and teachers in the Hunter College Campus Schools shall not be required to have a research commitment.
15.2 Workload for part-time members of the Instructional Staff:

Adjunct Lecturers or Adjuncts in other titles, excluding Graduate Assistants shall not be assigned a total of more than a maximum of two courses or 60% (whichever is less) of the department average classroom contact hour workload, regardless of whether employment is in one or more units within the City University.

15.3 Workload for Graduate Assistant:

Graduate students holding the title of Graduate Assistant A shall have an assignment of a maximum of 240 contact teaching hours or 450 hours of non-teaching assignments during the work year. Graduate students holding the title of Graduate Assistant B shall have an assignment of a maximum of 120 classroom teaching hours or 225 hours of non-teaching assignments in the B title during the work year. If a Graduate Assistant B also holds an adjunct or other hourly position, his total combined assignment may not exceed 240 contact teaching hours or 450 hours of non-teaching assignment during the work year.

15.4 Workload for non-classroom members of the Instructional Staff, including members of the Instructional Staff assigned to the libraries, Student Personnel Staff, Counselors, HEOs, Registrars, College Laboratory Technicians and Research Assistants:

The work year shall be September 1 through August 31, including periods of annual leave as provided in Article 14. (Except for periods of annual leave as provided in Article 14 student personnel staff, counselors and library staff, in academic titles, shall be available for assignment.)

(a) Members of the Instructional Staff assigned as Counselors
or to other student personnel assignments, except those in the Higher Education Officer series, shall have a work week of thirty (30) hours as assigned.

(b) All other members of the non-classroom Instructional Staff shall have a week of thirty-five (35) hours per week as assigned.

This work week is to be scheduled in not more than five days in any week for employees in the College Laboratory Technician series.

Employees whose assignment is to a non-airconditioned facility shall have a work week of 30 hours which shall consist of a schedule of 9:00 A.M. to 4:00 P.M. commencing on the Monday following the college commencement to September 1 of that year.

(c) Employees on the non-classroom Instructional Staff of the City University of New York shall not be required to work an excessive number of hours, or be assigned an unreasonable schedule, it being recognized by the parties that members of the staff have the obligation to perform their responsibilities in keeping with the proper staffing of the day session, evening session, summer session, extension divisions and special programs of the University. In determining what is "excessive" or "unreasonable" under this paragraph, practices in the University during the 1971-72 academic year shall be one of the important elements to be considered.

(d) It is understood that split schedules do not meet the definition of a reasonable schedule. A split schedule is a schedule in which the hours assigned are not consecutive except for meal periods.
15.5 Multiple Positions.

Each faculty member must comply with the Board's rules and regulations pertaining to multiple positions or additional occupations or employment either within the University or outside of the University whether or not the faculty member receives any compensation in such additional occupation or employment.

ARTICLE 16
TEMPORARY DISABILITY OR PARENTAL LEAVE

16.1 The term "temporary disability" for purposes of this Article shall be defined as any temporary physical or mental incapacity including pregnancy, complications of pregnancy and childbirth.

16.2 Employees covered by this Agreement shall be granted temporary disability leave of twenty (20) calendar days, exclusive of Saturdays, Sundays and authorized holidays and recesses during each year of service. Persons appointed to positions on the Instructional Staff immediately after having served as regular employees in schools or colleges supported in whole or in part from City or State funds shall have temporary disability leave balances credited to them not exceeding those which would have been earned had such services in such schools or colleges been in an institution under the jurisdiction of the Board. Services in a school or college supported in whole or in part by City or State funds concurrent with service in an institution under the jurisdiction of the Board shall not be counted. The unused portions of such temporary disability leave shall be cumulative to a maximum of one hundred and sixty (160) calendar days during which the college is in regular session.
16.3 Any absences in excess of the cumulative temporary disability leave accrued to the absentee shall be taken without pay, except that the Board may, in cases of protracted disability or unusual hardship, hear recommendations from the President that this provision be waived in exceptional instances, without thereby establishing a precedent.

(a) For the purpose of computing the number of days of cumulative temporary disability leave this Article shall be deemed effective as of the date of the employee's appointment.

(b) Temporary disability leave shall be computed commencing from the date of first absence from the assigned duties and shall include all additional calendar days, exclusive of Saturdays, Sundays and authorized holidays and recesses until such person's return.

(c) Persons employed on fractional schedules shall have their temporary disability leave and accumulated temporary disability leave prorated.

(d) Temporary disability leave shall be earned only after a full calendar month of service and no accruals or partial accruals shall be granted for service of less than a full calendar month. A full calendar month of service shall represent service from the first working day through the last working day of a given month.

(e) Any employee who is absent from duty because of a temporary disability shall promptly inform his department chairman, who in turn shall inform the appropriate dean of the nature of the temporary disability and of the probable duration of the absence.
(1) When any absence because, of a temporary disability exceeds thirty (30) consecutive working days, the absentee shall present a statement from his physician explaining the nature of his temporary disability and certifying that he is fully capable to return to work. In the case of any such absence because of a temporary disability in excess of thirty (30) consecutive working days, the college may also require an examination by a physician in its employ or appointed by it, who shall certify his belief that the absentee is fully capable of returning to work. In cases in which there is a conflict of opinion, a third physician, acceptable to the absentee and to the President of the College, shall be called in and his judgment shall be accepted as conclusive. In the event that it is found that the condition of such person is such that he is incapable of resuming his normal duties, such person shall apply for such additional period of leave of absence as may be necessary. Failure to make such application for an additional period of leave of absence shall be deemed neglect of duty.

16.4 Persons who are members of a public retirement system and who meet the eligibility requirements for service retirement, and persons who are members of the optional retirement program and who meet similar eligibility requirements to those of the public retirement system, who announce their bonafide intention to retire and file the appropriate application to retire shall be granted a retirement leave of absence with full pay consisting of one-half of their accumulated unused temporary disability leave up to a maximum of one semester, or the equivalent number of school days. The terms and conditions relating to the counting of such days, intervening vacation periods, cancellation of such leave, reinstatement to active service, etc., shall be
governed by Section 3107 of the State Education Law.

16.5 In addition to the provisions of this Article, employees entitled to disability insurance benefits shall receive paid temporary disability leave from the date of the commencement of their temporary disability up to the commencement of disability insurance benefit payments.

Upon the return of the employee to duty such advanced temporary disability leave that had been provided must be repaid through assignment of future accruals. In the event the employee resigns or voluntarily leaves the University, the remaining value of the advanced temporary disability leave shall be deducted from remaining paychecks or otherwise reimbursed to the University.

16.6 Leaves of absence without pay for temporary disability for periods of less than one (1) year may be recommended by the Board to the appropriate retirement system for credit as service for retirement. Increments may be recommended by the Board for the period during which an employee is on leave of absence without pay for temporary disability for periods less than one (1) year.

16.7 Employees who on September 1, 1969 were entitled to cumulative unused temporary disability leave in excess of one hundred sixty (160) calendar days shall retain the excess accumulation. However, thereafter, no temporary disability leave can be accumulated in excess of one hundred sixty (160) calendar days.

16.8 Special Leaves for Child Care
Special leaves for the purpose of caring for a newborn infant shall be granted to a member of the Instructional Staff upon notification to the President and application for such leave.
provided the applicant has legal responsibility for the care and/or support of said child. Such leave shall, insofar as it is practicable, begin on February 1 or September 1 unless the date of the birth of the child is such as to render these times inappropriate. The duration of the leave shall ordinarily be for one full semester. In exceptional cases, the President may terminate such leave during the college term, provided there is an appropriate opening in which the applicant's service may be utilized. An extension of such leave shall be permitted on request for a period not in excess of one year from the end of the original leave. No further extension shall be permitted. Leaves for the purpose of caring for a newborn infant shall be granted without pay during the period of the leave, including the vacation period concomitant to the leave. If the leave is for one semester only, the loss of paid vacation shall be for one month only. If the leave is for two semesters, both months of vacation shall be without pay. If the duration of the leave is one year or more, it shall not be credited toward salary increments.

16.9 When the service of a member of the Instructional Staff is interrupted by reason of absence on a leave for the purpose of caring for a newborn infant, the period of creditable service immediately preceding such absence shall be counted in computing the years of service required for the granting of tenure or for a certificate of continuous employment.

ARTICLE 17
JURY DUTY

17.1 Employees who are required to serve on a jury, or are
required to report to Court in person in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty, shall receive their regular salary during such absences provided that they remit to the University an amount equal to the compensation received by them, if any, for jury duty. Employees on jury duty during annual leave or holidays shall not be required to remit to the University compensation for such duty.

ARTICLE 18
PROFESSIONAL EVALUATION

18.1 The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to encourage the improvement of individual professional performance and to provide a basis for decisions on reappointment, tenure and promotions. An evaluation of professional activities shall be based on total professional performance. Written evaluation shall be on file for all employees.

18.2 (a) Evaluation of a member of the teaching faculty shall be based on total academic performance, with especial attention to teaching effectiveness, including, but not limited to, such elements as:

1. Classroom instruction and related activities;
2. Administrative assignments;
3. Research;*
4. Scholarly writing;
5. Departmental, college and university assignments;
6. Student guidance;
7. Course and curricula development;
8. Creative works in individual’s discipline;
9. Public and professional activities in field of specialty.

(b) Teaching observation, as described below, is one factor in total evaluation of academic performance of the teaching staff.

1. 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 during the first ten weeks of a semester. 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.

2. a) Each department P & B committee shall designate a panel, the size to be specified by the chairman, of department observers (which shall include members of the P & B committee). The department chairman shall schedule the members of this panel to conduct observations as necessary. Each observer shall submit, through the department chairman, a written observation report to the department P & B committee within one week of the observation. These observation reports shall be considered by the committee in its total evaluation of the employee.

b) The department chairman shall schedule the post-observation

* It is understood that Lecturers (full-time) and teachers in the Hunter College Campus Schools shall not be required to have a research commitment.
conference for the employee within two weeks after receipt of the written observation report. The post-observation conference shall include the employee and the observer. Either a member of the P & B committee or a member of the department with the rank of tenured Associate Professor or tenured Professor may be assigned by the chairman at the request of the employee or the observer.

c) Following the post-observation conference, the assigned P & B representative or the assigned senior faculty member shall prepare a record of the discussion in memorandum form for submission to the chairman. The original conference memorandum shall be placed in the employee's personal file. The employee may have a copy of this document provided a signed receipt is tendered. The observation report shall be placed in the personal file.

d) In the event that the observation or post-observation conference is not held within the time stipulated herein, the employee shall, within ten (10) working days thereafter, file an "observation/conference request form" with the chairman. A copy of the form shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file within the stipulated time the "observation/conference request form" shall bar the employee from subsequent complaint regarding such non-compliance with Article 18.2(b), 2(b) or (c). Upon the receipt of the request form the college shall cause appropriate remedial action to be taken, including, if necessary, scheduling of an observation and/or observation conference by the dean or President or their designee.

e) After ten (10) semesters of service teaching observation
for adjunct personnel shall be held at the request of the chairperson or the adjunct.

18.3 Annual Evaluations:
(a) Members of the teaching faculty: At least once each year, each employee other than tenured full professors shall have an evaluation conference with the department chairman or a member of the departmental P & B committee to be assigned by the chairman. Tenured full professors may be evaluated. At the conference, the employee's total academic performance and professional progress for that year and cumulatively to date shall be reviewed. Following this conference, the chairman or the assigned member of the P & B shall prepare a record of the discussion in memorandum form for inclusion in the employee's personal file. Within ten (10) working days after the conference, a copy of the memorandum shall be given to the employee. If the overall evaluation is unsatisfactory, the memorandum shall so state. The employee in such case shall have the right to endorse on the memorandum a request to appear in person before the department P&B.

(b) Members of the non-teaching staff, including Librarians, CLTs, Counselors, Student Personnel Services staff, Registrar series, Business Manager series, HEQ series and other non-teaching members of the Instructional Staff covered by this Agreement: Preferably once each semester, but at least once each year, each employee shall have an evaluation conference with the chairman or supervisor to be designated by the appropriate dean or President. At the conference, the employee's total performance and professional progress shall be reviewed. Following this conference, the designated official shall prepare a record
of the evaluation discussion in memorandum form for inclusion in the employee's personal file. A copy of the report shall be given to the employee within ten (10) working days following the conference.

(c) In the event that a date for yearly evaluation is not scheduled by March 1, the employee shall, within ten (10) working days thereafter, file the "observation/conference request form" with the chairman or supervisor. A copy of the form shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file the request form shall bar the employee from subsequent complaint regarding such non-compliance with the above-stated scheduling requirement. Upon receipt of the request form, the dean or President, shall cause appropriate remedial action to be taken to insure compliance with this provision.

(d) After ten (10) semesters of service annual evaluation for adjunct personnel shall be held at the request of the chairperson or the adjunct.

18.4 In those institutions that operate on a basis other than semester (such as trimester or quarter system) the observation and evaluation provisions of this Article, where applicable, shall apply only to two of the three trimesters or two of the four quarters.

ARTICLE 19
PERSONNEL FILES

19.1 Each unit within The City University shall maintain two personnel files for each employee.
There shall be a personal file which shall include but not be limited to the following:

(a) Personnel information;

(b) Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his request;

(c) Records generated by the college;

(d) Memoranda of discussions with the employee relating to evaluations of the employee's professional performance;

(e) Observation reports of the employee's academic and professional performance.

No materials shall be placed in the employee's file until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each such document shall be initialed by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document.

(f) Each non-tenured and non-certificated full-time member of the instructional staff is encouraged to examine and to initial his/her personal file prior to the end of each academic year. Such member should promptly report to the individual keeping the files any documents which he/she wishes to be included in the file and should furnish any such document not in the possession
Each year, each tenured and certificated full-time member of the instructional staff is encouraged to examine and to initial his/her personal file prior to the end of the fall semester. Such member should promptly report to the individual keeping the files any documents which he/she wishes to be included in the file and should furnish any such document not in the possession of the college.

The employee’s personal file shall be available for examination by the employee at his request.

19.3 There shall be a separate administration file which shall contain only such materials requested by the unit of The City University or supplied by the employee in connection with the employee’s employment, promotion or tenure.

The administration file shall be available only to the committee and individuals responsible for the review and recommendation of the employee with respect to appointment, reappointment, promotion or tenure.

ARTICLE 20
COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE

20.1 Intent:

The parties agree to use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the PSC, the employees, and the University. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and
grievances.

20.2 Definitions:

A complaint is an informal claim by an employee in the bargaining unit, or by the PSC of improper, unfair, arbitrary or discriminatory treatment.

A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal procedure herein set forth.

A grievance is an allegation by an employee or the PSC that there has been:

(1) a breach, misinterpretation or improper application of term of this Agreement; or

(2) an arbitrary or discriminatory application of, or a failure to act pursuant to the Bylaws and written policies of the Board related to the terms and conditions of employment.

20.3 Informal Procedure for Handling Complaints:

Any employee in the bargaining unit may present and discuss his complaint either with or without a representative of the PSC. Similarly, a representative of the PSC may present and discuss a complaint on behalf of any employee or group of employees with the head of the department involved. This presentation and discussion shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

20.4 Formal Procedure for Handling Grievances: Grievances may
be filed by an employee in the bargaining unit on his or her behalf, by the PSC on its behalf, or by the PSC on behalf of any employee or group of employees in the bargaining unit. Grievances involving employees in more than one College of the University may be filed by the PSC initially at Step 2 of the grievance procedure.

Except in the case of a grievance or arbitration brought by the PSC on its own behalf or on behalf of an employee or a group of employees, no member of this unit may represent another member of this unit at any level of the grievance or arbitration procedure.

A grievance must be filed by an employee or the PSC within thirty (30) days, excluding Saturdays, Sundays and legal holidays, after the PSC or the employee on whose behalf the grievance is filed became aware of the action complained of. Any grievance or informal complaint not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.

A grievance must be stated in writing setting forth the basis therefor with reasonable particularity, including a designation of the Article of the Agreement, the Section of the Bylaws, or the written policy of the Board relied upon, and the remedy requested.

Step 1. Grievances shall be filed with the President of the College affected or the President's designee. The President or the designee shall, within fifteen (15) days excluding Saturdays, Sundays, or legal holidays, of the receipt of the grievance, meet with the grievant and a representative of the PSC for the
purpose of discussing the grievance. The President or the
designee shall, within fifteen (15) days, excluding Saturdays,
Sundays, or legal holidays, after the grievance meeting, issue a
decision with reasons in writing to the grievant and the PSC.

Step 2. If the grievance has not been settled at Step 1, then
within fifteen (15) days, exclusive of Saturdays, Sundays, and
legal holidays, after receipt of the written decision of the
President of the College or the President's designee, or the
expiration of the time limits for making such decision, the
grievant or the PSC may submit the grievance in writing to the
Chancellor or the Chancellor's designee, together with a copy of
the decision of the President of the College affected, or the
designee. The Chancellor or the Chancellor's designee shall,
within fifteen (15) days, exclusive of Saturdays, Sundays, or
legal holidays, of the receipt of the grievance, meet with the
grievant and a representative of the PSC for the purpose of dis-
cussing the grievance. The Chancellor or the designee shall,
within fifteen (15) days, exclusive of Saturdays, Sundays, or
legal holidays, after the grievance meeting, mail the disposi-
tion with reasons in writing to the PSC and to the grievant or
grievants affected by certified mail, return receipt requested.

Step 3. If the grievance has not earlier been settled, or if the
Chancellor's disposition has not been issued within the time
limits above set forth, the person or persons who submitted the
grievance at Step 2 may appeal the Step 2 decision to arbitra-
tion by serving written notice to that effect by certified mail,
return receipt requested, directed to the Chancellor or the
Chancellor's designee and to the American Arbitration Associa-
tion within fifteen (15) days, exclusive of Saturdays, Sundays,
or legal holidays, after mailing of the Step 2 decision, or the last date for the mailing thereof. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association and the laws of the State of New York, subject to the provisions of paragraph "20.5" hereof. Legal holidays referred to above shall be those holidays so designated by the State of New York.

20.5 Special Arbitration Provisions:

(a) The parties hereby designate Emanuel Stein and/or such other arbitrators as shall be mutually agreed upon by the parties during the life of this Agreement, as Members of the Arbitration Tribunal Panel under the Agreement. The American Arbitration Association shall designate individual Arbitrators, who are Members of the Arbitration Tribunal Panel, to serve in particular cases submitted to arbitration in accordance with this Section. The designation and initial scheduling of such cases shall be in accordance with following procedure:

Emanuel Stein shall be the Administrative Chairman of the Arbitration Tribunal Panel. The Chairman shall review all requests for arbitration, together with the grievances in Step 1 and Step 2 and the responses related thereto, and shall, in his discretion, determine and direct the American Arbitration Association in respect of the assignment and initial scheduling of particular cases for hearing before himself or any other single Member of the Panel. The Member of the Panel so designated shall be the sole Arbitrator for such case. In connection with said scheduling and assignment, the Chairman may require consultation with parties' representatives as to the nature of the issues and relief sought and as to other matters related to the assignment
or initial scheduling of cases for hearing. The Chairman may issue a Memorandum of such consultation for the guidance of the parties, the American Arbitration Association, and the designated Arbitrator, it being understood that the Chairman shall make no determination as to any issue of arbitrability or as to any other issue in the case, unless and until he is the assigned Arbitrator, and that the said Memorandum shall not constitute an Award nor be binding upon the designated Arbitrator or the parties. The Arbitrator shall be authorized at any time during the course of the proceedings, on the basis of the proceedings to date, to issue preliminary or interim awards, including awards as to arbitrability, which shall determine the further course of the proceedings.

(b) For purposes of this sub-paragraph, "academic judgment" shall mean the judgment of academic authorities including faculty, as defined by the Bylaws, and the Board (1) as to the procedures, criteria and information to be used in making determinations as to appointment, reappointment, promotions, and tenure and (2) as to whether to recommend or grant appointment, reappointment, promotions and tenure to a particular individual on the basis of such procedures, criteria and information. In the arbitration of any grievance of action based in whole or in part upon such academic judgment, the Arbitrator shall not review the merits of the academic judgment or substitute his own judgment therefore, provided that the Arbitrator may determine (i) that the action violates a term of this agreement or (ii) that it is not in accordance with the Bylaws or written policies of the Board, or (iii) that the claimed academic judgment in respect of the appointment, reappointment, promotion or tenure of a particular individual in fact constituted an arbitrary or
distributive application of the Bylaws or written policies of the Board.

(c) (1) In cases involving the failure to appoint, promote or reappoint an employee in which the Arbitrator sustains the grievance, except as specifically provided by sub-paragraph (d) below, the Arbitrator shall not, in any case, direct that a promotion, appointment or reappointment with or without tenure be made, but upon his finding that there is a likelihood that a fair academic judgment may not be made on remand if normal academic procedures are followed, the Arbitrator shall remand the matter to a select faculty committee of three tenured full or associate professors of the City University of New York, to be selected from a panel jointly chosen by the Chancellor and the President of the PSC of no fewer than 50 tenured full or associate professors, or in a case involving members of the non-classroom instructional staff, from a panel of no fewer than 20 Higher Education Officers, Higher Education Associates, Business Managers, Assistant Business Managers, Registrars, Associate Registrars and Senior CLT's. The composition of the said panel shall be subject to review and/or replacement annually.

The selection of the members of a select faculty committee shall be made in the following manner: The Chancellor shall submit to the PSC the names of 4 persons from the panel established pursuant to paragraph 20.5.c.1 to serve on the committee. The PSC may reject one name. In the event the PSC does not reject one name the Chancellor shall select the 3 persons to serve on the committee.

The committee to whom such remand is made for the making of the academic judgment shall (1) have access to the same materials to
which the College President had access with respect to the action from which the grievance arose, except as modified by the arbitrator's award, (2) be subject to the regular rules of confidentiality of faculty proceedings, and (3) the select committee shall be constituted within a reasonable time after the Arbitrator's Award is rendered and shall render its decision within twenty (20) days thereafter. The authority of the committee is limited to rendering the academic judgment on the action from which the grievance arose. The committee recommendation shall be in conformity with the Bylaws and policies of the Board and with the Agreement. The recommendation of the committee shall be in the form:

"The committee recommends (does not recommend) (a) appointment, (b) reappointment or (c) promotion"

The committee shall not make recommendations as to any other matter, including but not limited to period of employment or compensation or other benefit of employment.

On receipt of a positive decision which conforms with this Agreement, the Chancellor shall recommend approval of the select committee decision to the Board of Higher Education. In the event that the committee decision does not conform with the Agreement, the committee shall be disbanded and a new committee established.

(2) In cases which arise from actions on reappointment with tenure or a CCE or promotion, the grievant who has been awarded retroactive tenure, CCE or promotion as a result of the recommendation of a select faculty committee adopted by the Board shall receive the salary exclusive of fringe benefits which
would have been payable from the effective date of the tenure, CCE or promotion less any amounts earned and other legal offsets attributable to the period between the date of tenure, CCE or promotion and the effective date of the implementation of the remedy.

In cases which arise from actions on reappointment for a prescribed period of time, and the grievant is reappointed as a result of the recommendation of a select faculty committee adopted by The Board, the sole remedy shall consist of reappointment for a prospective equivalent period of time.

Grievances which arise from action on reappointments with tenure, CCE or promotion shall be given priority in processing in the grievance procedure including scheduling for arbitration.

(d) (1) In cases involving the failure to reappoint an employee in which the arbitrator sustains the grievance upon a finding of a failure to comply with, or an arbitrary or discriminatory application of, procedures such that no academic judgment could have been made with respect to the reappointment of such employee, and a further period of service is necessary to correct the failure to comply with, or the arbitrary or discriminatory use of, procedure, the arbitrator may recommend the prospective reappointment of such employee for a period not to exceed one academic year. The Board shall appoint the employee in accordance with the arbitrator’s recommendation. In no event shall such reappointment confer or result in the granting of tenure, a certificate of continuous employment, or a multiple-year appointment.

(2) If an employee who has been appointed upon an arbitrator’s
recommendation is thereafter reappointed pursuant to established procedures for the next academic year in a tenure or certificate-bearing title, or in a multiple year reappointment situation, the service pursuant to the appointment recommended by the arbitrator shall be counted as service toward tenure or a certificate of continuous employment, or a multiple year appointment, as the case may be.

20.6 In no event shall the Arbitrator have authority to add to, subtract from, modify or amend the provisions of this Agreement or the Bylaws of the Board. Such decision or award shall be binding upon the PSC, the University and the employees affected thereby. The costs of arbitration shall be borne equally by the parties. Where arbitrations are not initiated by the PSC, the American Arbitration Association may require the employee or employees submitting the same to file with the Association adequate security to pay the cost of arbitration. Expenses for witnesses, however, shall be borne by the party who calls them.

20.7 Duplicative Proceedings

A grievance alleging a violation of Article VIII shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, state or municipal law or regulation.

Notwithstanding the preceding sentence, in a case involving a non-reappointment, if the processing of the grievance is not completed within three hundred and forty-five (345) days of the date of notice of non-reappointment, the restriction provided in
the preceding sentence shall not be applicable when a complaint is filed thereafter with the City Commission on Human Rights, the State Division of Human Rights or their successor agencies with respect to the same claim.

20.8 A grievance filed by the PSC pursuant to this article may be resolved by settlement only if agreed to in writing by the Office of Faculty and Staff Relations and by the PSC Central Office.

ARTICLE 21
DISCIPLINARY ACTIONS

21.1 Members of the Instructional Staff may be disciplined by removal, suspension with or without pay, or any lesser form or discipline for one or more of the following reasons, except that those persons in the HEO or BM series titles shall be subject to discharge as provided in Article 13.7:

(a) Incompetent or inefficient service;

(b) Neglect of duty;

(c) Physical or mental incapacity;

(d) Conduct unbecoming a member of the staff. This provision shall not be interpreted as to constitute interference with academic freedom.

21.2 Disciplinary proceedings shall be initiated by the President of the College of the person charged, by the service of a written notice upon such person setting forth all of the charges against him. In instituting charges the President shall be deemed to be the designee of the Board and acting in its
21.3 Within ten (10) calendar days of the service of a charge, an impartial hearing committee consisting of three (3) tenured or certificated members of the CUNY Instructional Staff, designated as follows, shall be convened to hear and determine the charge:

One member designated by the College Personnel and Budget Committee of the College of the person charged (or by the College Committee exercising the usual power of such Committee);

One member designated by the University Faculty Senate Executive Committee from a college other than the college of the person charged; and

One member from outside the college concerned, who shall be Chairman, shall be selected by the other two and shall be of the rank of tenured full or associate professor.

The names of the members of this committee shall be reported to the Board by the President.

21.4 In the event a hearing committee is not appointed within ten (10) days of the service of the charges upon the person charged, the appointment of the persons above described shall be made by the Board or the Executive Committee of the Board.

21.5 The Committee, and the Chairman of the Committee, shall have the powers of a Committee appointed by the Board under Section 6212(9) of the Education Law, and may request the General Counsel of the Board or Vice Chancellor of the University for Legal Affairs to act as its legal adviser or hearing officer, to make rulings on evidence or procedural questions, or to assist
the Committee to make such rulings. The person charged shall have the right to representation, the right to confront his accusers, and to cross-examine witnesses. The Committee shall not be bound by the rules of evidence.

21.6 Upon the adverse determination of the Committee, the person against whom charges have been instituted shall be entitled to an appeal on the hearing to the Board, with the right of representation before the Board prior to its final determination on the question of his removal.

21.7 No person charged pursuant to this Article shall be disciplined by removal, suspension with or without pay or otherwise except upon recommendation to the Board by the affirmative vote of the majority of all members of the Board (except non-voting members) at a regular meeting of the Board.

21.8 Any person against whom charges for removal have been made may, at any time during the pendency of the charges, be suspended by the President of the College. Such suspension shall be without loss of pay.

ARTICLE 22
INCREASED PROMOTIONAL OPPORTUNITIES

22.1 In order to increase promotional opportunities for members of the Instructional Staff in the titles Professor, Associate Professor, Assistant Professor and Instructor, and in an effort to reach goals of 30-30-30-10 expressed in Article XXX of the expired contract between the Board and Legislative Conference, the University agrees that budgetary considerations shall not constitute a ground for withholding promotions of qualified per-
sons recommended for promotion to such titles in accordance with established criteria and procedures.

22.2 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 of 30% in the Senior Laboratory Technician title in each college, 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.

22.3 Qualified members of this unit in adjunct titles who are recommended for reappointment and promotional reclassification in accordance with established criteria and procedures shall be so reclassified, subject to Board approval.

22.4 The University agrees that budgetary considerations shall not constitute a ground for withholding appointment to the rank of Assistant Professor of a certificated Lecturer who has earned a doctorate and has been recommended as qualified for such appointment in accordance with established criteria and procedures.

22.5 In recognition of the non-promotional status of the Higher Education Officers and Business Managers series titles the parties agree that upon the recommendation of the appropriate supervisory personnel in recognition of excellence in performance or increased responsibilities a member of the instructional staff in any of such titles may, upon approval of the Board, be granted an additional Movement within Schedule in the same title.
ARTICLE 23
DISTINGUISHED PROFESSORSHIPS

23.1 The parties agree that a sum of $250,000 each year for the duration of this contract be provided in order to create fifty (50) Distinguished Professor Chairs in the units of the University.

23.2 Distinguished Professors shall be nominated by a college in accordance with the procedures in the College P & B Committee and Board Bylaws for appointments.

23.3 Faculty members holding the rank of professor at the college and other distinguished scholars in the academic world shall be eligible for consideration as a Distinguished Professor. A member of the administration holding the rank of professor also may be considered for a Distinguished Professorship provided that he return to his non-administrative duties for the acceptance of the Chair.

23.4 The appointment of a Distinguished Professor ordinarily shall be for a specific period. Tenure in the title of Distinguished Professor shall not be granted, but with no prejudice towards tenure of a Distinguished Professor in the title of Professor.

ARTICLE 24
SALARY SCHEDULES

24.1 Salary Schedules. The "salary schedule" for each title listed in this Article is the appropriate schedule of annual salary rates in effect on the dates indicated. Employees will be placed laterally on the appropriate step of the schedule on
the dates indicated.

24.2 Movement within Schedule. "Movement within Schedule" of a person covered by this Article, is movement from one schedule step to the next higher step of the same schedule. Except as otherwise specified in this Agreement, Article XII of the Bylaws shall govern movement within schedule.

For HEO series and Business Manager series employees, the movement within schedule shall take place on the January first or July first following completion of at least eleven (11) full months of service. For all other members of the Instructional Staff the movement within schedule shall take place on the January first of each succeeding year following completion of at least ten (10) full months of service.

An Adjunct who on July 1, 1981 or July 1, 1982 shall have served six semesters over a period of the preceding three years and who has not received a movement within schedule during that period shall receive a movement within schedule to the next higher dollar amount. For the purpose of this paragraph, a semester shall include summer session.

24.3 The following provisions of the Agreement provide for the application of the Coalition Economic Agreement agreed to by the parties to this Agreement for the period September 1, 1980 through August 31, 1982.

A. Application of Salary Increases - Effective September 1, 1980 each employee shall move to the step of the salary schedule headed September 1, 1980 paralleling the step on which such employee was being paid on August 31, 1980. Effective September 1, 1981 each employee shall move to the step of the salary
schedule headed September 1, 1981 paralleling the step on which such employee was being paid on August 31, 1981.

B. Non pensionable cash payment (NPCP)

(1) During the twenty-four month period September 1, 1980 through August 31, 1982 a cash payment shall be paid in the amounts set forth below to employees who meet the eligibility requirements set forth below. This amount shall be paid in equal installments during the period served by an employee from September 1, 1980 through August 31, 1982. No installment shall be paid for a period not served. For the purpose of computing the pension base of retirement allowances, such payments shall not be considered as part of compensation or final compensation or of annual salary earned or earnable.

(a) Persons on Annual Salary

(i) Non classroom personnel except counselors in faculty titles:

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<th>Eligibility Requirements</th>
<th>Maxima</th>
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<td>In continuous full time service for the period July 1, 1979</td>
<td>$1,500 ($750-9/1/80-8/31/81) ($750-9/1/81-8/31/82)</td>
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<td>through June 30, 1980.</td>
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<td>In service for part of the period July 1, 1979 through June 30, 1980 but carrying a full time assignment during that period. A month of service shall be considered a calendar month from the first work day of the month served for the period July 1, 1979 through June 30, 1980</td>
<td>$125 for each month ($62.50-9/1/80-8/31/81) ($62.50-9/1/81-8/31/82)</td>
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through the last work day of the month. Payout for each month
If the employee is not in service of service.
during a part of the month,
or started in the middle of the
month, the service for the month may be
prorated but in no case may credit be given
for service of less than one half the month.

Service of persons with part time schedules shall be
prorated on the basis of the portion of a full schedule. In
such cases, credit shall be given for
less than one half the monthly entitlement.

(ii) Classroom teachers and counselors with faculty titles
other than at LaGuardia Community College:

Eligibility Requirements

Employees in continuous full time service during the entire academic year 1979-1980

Maxima

$1,500

($750-9/1/80-8/31/81)

($750-9/1/81-8/31/82)

Full time active service in the Fall or Spring semesters

$750 for each full semester

($375-9/1/80-8/31/81)

($375-9/1/81-8/31/82)

In service for part of the Fall or Spring semester but carrying a full time assignment during that period. A month
of service shall be considered a calendar month from the first work day of the
month through the last work day of the

$150 per month

($75-9/1/80-8/31/81)

($75-9/1/81-8/31/82)

payout for each month of service.
month. If the employee is not in service during a part of the month, or started in the middle of the month, the service for the month may be prorated but in no case may credit be given for service of less than one half the month.

Service of persons with part time schedules shall be prorated on the basis of the portion of a full schedule. In such cases, credit shall be given for less than one half the monthly entitlement.

(iii) At LaGuardia Community College - classroom teachers and counselors with faculty titles:

Eligibility Requirements

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<td>Full time continuous service in three quarters during the period September 1</td>
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<td>1979 through June 30, 1980</td>
<td>($750-9/1/81-8/31/82)</td>
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<td>Full time active service in one or more full quarters during the period</td>
<td>$500 per semester ($250-9/1/80-8/31/81)</td>
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<td>September 1, 1979 through June 30, 1980</td>
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<td>In service for part of a quarter but carrying a full time assignment</td>
<td>$150 per month ($75-9/1/80-8/31/81)</td>
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<td>during the period. A month of service shall be considered a calendar</td>
<td>($75-9/1/81-8/31/82)</td>
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<td>month from the first work day of the month through the last work day of</td>
<td>payout for each month of service.</td>
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is not in service during a part of the month, or started in the middle of the month, the service for the month may be prorated but in no case may credit be given for service of less than one half the month.

Service of persons with part time schedules shall be prorated on the basis of the portion of a full schedule. In such cases, credit shall be given for less than one half the monthly entitlement.

(b) Persons in Adjunct Titles

Eligibility Requirements

Adjunct service during the period July 1, 1979 through June 30, 1980

Maxima

The hourly NPCP shall be 35.7 cents per hour.

During each of the annual periods, 9/1/80 through 8/31/81 and 9/1/81 through 8/31/82, each adjunct shall receive the hourly NPCP amount for not more than the maximum hours of service in the eligibility period 7/1/79 through 6/30/80.

(2) Graduate Assistants "A" shall receive one half and Graduate Assistants "B" one fourth of the annual, semester, quarterly or monthly maxima for classroom teachers.

(3) For purposes of this section fellowship and other paid
leaves shall be considered as full time active service.

24.4 Hunter College Campus Schools. The provisions of Sections 6216 of the New York State Education Law relating to salaries of persons employed in the Hunter College Campus Schools shall be applicable.

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### Adjunct and Hourly Professorial Rates

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LECTURER
(At E.O.C. CENTERS)

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ASSIGNED OVERTIME RATES

Counseling

Members of the non-classroom staff engaged in professional psychological counseling assignments shall be remunerated in accordance with the appropriate adjunct or hourly rate.

All other non-classroom staff engaged in counseling assignments shall be remunerated at the rate of 60 percent of the appropriate adjunct or hourly rate.

Professional Library Staff

Associate Professors, Assistant Professors and Instructors shall be remunerated in accordance with the newly established schedule and in accordance with the stated guidelines at the rate of 60 percent of that newly established schedule.

Professional Registrars Staff

Associate Registrars and Assistant Registrars shall be remunerated in accordance with the newly established schedule and in accordance with the stated guidelines at the rate of 60 percent...
of that schedule. Both parties agree that the work required from these staffs during the registration is an integral part of the total job. Thus, every effort shall be made to minimize compensable time for this group during registration periods. Necessary coverage is to be achieved through work schedule changes.

Professional Business Managements Staffs

Assistant Business Managers and Assistant to Business Managers shall be remunerated in accordance with the schedule and in accordance with the stated guidelines at the rate of 60 percent of that newly established schedule.

Both parties agree that the work required from these staffs during peak periods, such as registration, budget preparation, etc., is an integral part of the total job. Thus, every effort shall be made to minimize compensable time for this group during these peak periods. Necessary coverage is to be achieved through work schedule changes.

College Laboratory Technicians

College Laboratory Technicians shall be remunerated for work performed in special sessions (evening, summer evening) beyond their normal assignments at a semester hour rate. Such semester hour rate is to be computed from the annual salary base of each individual by first determining the hourly rate and then converting this hourly rate to a semester hour rate. The hourly rate is to be 1/1500 of the annual salary base rounded to the next highest half dollar.
25.1 The parties agree that the University shall provide the following sums in the form of research and fellowship awards:

**PSC-CUNY Research Awards:**

- 7/1/80: $1.725 million
- 7/1/81: $1.725 million
- 7/1/82: $1.725 million

**Fellowship Awards:**

- 8/31/80: $1.725 million
- 8/31/81: $1.725 million
- 8/31/82: $1.725 million

In order to provide continuity in these programs, the parties agree that the last annual grant under this Agreement shall be for a full year.

25.2 PSC-CUNY Research Awards

(a) Eligibility: It is the intention of the parties that the funds for research shall be available without restriction to all full-time members of the instructional staff, and the junior 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 further intend that research 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 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...
(b) Committee: The Chancellor shall appoint a faculty committee to be composed of representation among the Biological Sciences, the Physical Sciences, the Social Sciences, the Humanities, the professional schools and a representative of the non-classroom professional staffs. Such a committee shall be constituted as the University Committee on Research Awards, charged with the responsibility to make, in its discretion, research grants to individual instructional staff members of The City University of New York. The Chancellor may designate such University personnel as required for the financial administration of the research fund.

(c) The Committee shall be responsible for establishing guidelines for the application and approval of research awards and shall communicate these procedures to all members of the instructional staff.

25.3 Fellowship Awards

(a) 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 those holding the title Lecturer (full-time) with certificates 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 (full-time) 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, provided that credit for such prior service shall not exceed three (3) years.

(b) Applications:
1. Applications for a fellowship award may be made for the following purposes:
   (a) Research (including study and related travel)
   (b) Improvement of teaching
   (c) Creative work in literature or the arts.

2. Such application shall also state that the applicant will continue to serve for at least one year after expiration of the term of his leave unless this provision is expressly waived by the Board.

3. The application in the form of a plan shall be submitted to the appropriate departmental committee and, if approved, to the college committee on faculty personnel and budget. If the latter committee approves, it shall forward the application to the President with its endorsement. Such endorsement must state that the work of the department in which the applicant serves can be so arranged as to be carried forward effectively during the period of the leave, and that the work the applicant intends to do is consonant with the principles of the fellowship leave. The President shall transmit such application to the Board, with his own recommendation.

4. The Board will consider the advantage of the applicant as a scholar and teacher to be expected from such a fellowship award.
and the consequent advantage through his service to the college. Special consideration shall be given to those applicants who have not had a sabbatical leave or fellowship in fourteen (14) or more years.

5. Salary payments during the fellowship leave shall be as follows:

One-half (1/2) pay if the leave is for a full year. Full pay if the leave is for one-half (1/2) year. Members of the unit who receive a full-year fellowship leave at one-half pay may, at their option, upon written notice to the President no later than October 30 or March 30, whichever is applicable, terminate the fellowship leave after one-half year.

Where fellowships are terminated upon request under Section 25.3(b)5, such termination relieves the University of any obligation to further claims for the second half of the leave, but does not reduce the time period or other qualifications required for consideration for a subsequent fellowship leave.

(c) The University agrees to request the appropriate retirement system to credit the period of the fellowship as service for retirement purposes. The period of the fellowship leave shall be credited for increment purposes.

(d) Nothing contained in this Article shall be construed to diminish or impair the rights of an employee appointed prior to July 1, 1965, of the benefits of the Bylaws of the Board as they existed on July 1, 1965 with respect to sabbatical leaves of absence.

25.4 The parties agree to establish a paid leave not to exceed
two weeks during any year commencing September 1 and ending August 31 for the purpose of permitting members of the instructional staff who serve in the libraries to be reassigned for research, scholarly writing, and other recognized professional activities that enhance their contribution to City University. The reassignments shall be subject to approval by the personnel and budget committees of the respective library departments and appropriate college-wide committees. The parties accept as a goal the reassignment of 50 members of the instructional staff in the University libraries during a one-year period.

25.5 Scholar Incentive Awards

Scholar Incentive Awards of not less than one semester nor more than one year shall be established for full-time personnel in the following titles: Professor, Associate Professor, Assistant Professor, Instructor, Lecturer, University Professor, Distinguished Professor and Medical Series. The only purpose of these Awards shall be to facilitate bona fide and documented scholarly research. Other projects or proposals (e.g. meeting of degree requirements, study, service outside the University) or reasons (e.g. professional, career, personal) shall not be considered for these Awards.

The application in the form of a plan shall be submitted to the appropriate departmental committee and, if approved, to the college committee on faculty personnel and budget. If the latter committee approves, it shall forward the application to the President with its endorsement. Such endorsement must state that the work of the department in which the applicant serves can be so arranged as to be carried forward effectively during the period of the leave, and that the work the applicant intends
to do is consonant with the principles of the Scholar Incentive Award. Upon positive recommendation of the President, the application shall be forwarded to the Chancellor for review and recommendation.

The following principles for such Scholar Incentive Awards shall apply:

1. A candidate shall be a full-time member of the instructional staff in one of the above titles.

2. A candidate shall have completed not less than one full year of continuous paid full-time service with the University before becoming eligible for a Scholar Incentive Award. A candidate shall be eligible for a subsequent Scholar Incentive Award after six years of creditable service with the University since the completion of the last Scholar Incentive Award. A Scholar Incentive Award may not be held concurrently with a Fellowship Leave.

3. If a Scholar Incentive Award is immediately preceded by full-time continuous service creditable for tenure or a Certificate of Continuous Employment or Fellowship Award and immediately followed by such full-time continuous service, the period of creditable service immediately preceding the Scholar Incentive Award shall be counted in computing the years of service required for the granting of tenure, Certificate of Continuous Employment or Fellowship Award.

4. A candidate may be compensated by the University for up to 25% of annual salary. The total amount of money earnable with outside support and the University salary may not
exceed 100% of the annual salary rate that the person would have received without the leave. The amount may be less than 25% if the amount of any outside fellowship and grant support received would result in earnings above 100% of salary.

5. The University shall develop guidelines to be utilized in approving applications for Scholar Incentive Awards.

25.6 Complaint Procedure

Award decisions made under this Article shall be subject only to the informal complaint procedure specified in Article 20 hereof.

ARTICLE 26
WELFARE BENEFITS

26.1 The University shall contribute $494.50 effective September 1, 1980, and effective September 1, 1981. The above amount will be paid on a per capita per annum basis to the PSC-CUNY Welfare Fund for all full-time eligible members of the instructional staff, including Lecturers (full-time). The per capita count shall be based on the life insurance enrollment figures.

26.2 Determination of eligibility and benefits is made by the PSC-CUNY Welfare Fund.

26.3 The Executive Committee of the Fund shall include two members designated by the PSC. The Steering Committee shall include one person designated by the PSC.
27.1 At such time as the prohibition against pension negotiations is removed, the PSC and the University agree to meet and negotiate matters of pensions which require legislative action.

The parties agree to cooperate in efforts to implement their mutual understanding of Chapter 332 of the Laws of 1975 which is that members of the Instructional Staff in community colleges are eligible for membership in the Teachers’ Retirement System.

The University agrees to make available to participants in the TIAA retirement program "The Retirement Transition Benefit" which permits an individual participant to receive a lump sum payment of up to 10% of his/her TIAA City accumulation if the participant is 55 or older at time of retirement.

The University shall continue to maintain and staff a University pension office for the purpose of providing informational services to the members of this unit.

Determination of pension eligibility and benefits are made by the appropriate retirement plan.

27.2 The parties agree to continue, subject to law, to implement a tax-free exchange of section 403(b) tax-sheltered annuity contracts for members of the New York City Teachers' Retirement System Tax Deferred Annuity Program with a different insurer as qualified under section 1035 of the Internal Revenue Code.

27.3 The University and the PSC agree that CUNY public retirement system retirees shall have the option of changing their previous choice of Health Plans and of providing for coverage of
eligible dependents acquired subsequent to retirement, in accordance with the rules and regulations of the New York City Department of Personnel Health Insurance Division.

ARTICLE 28
TRAVEL ALLOWANCES

28.1 The University shall provide the sum of $580,000 annually for the duration of this Agreement 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.

ARTICLE 29
WAIVER OF TUITION FEES

29.1 All full-time members of the instructional staff in this unit shall be granted a waiver of tuition fees for undergraduate credit-bearing courses offered by the University in accordance with the procedures for the waiver of undergraduate tuition fees for other groups of employees.

29.2 All full-time members of the instructional staff shall be granted 50 percent waiver of tuition fees for graduate courses up to four credits per semester, provided the employee meets the standards and requirements and has been accepted for the Graduate Program.

29.3 The parties agree to provide undergraduate instruction for children of the instructional staff on a space-available, no-cost basis and to provide six credits per semester at the graduate level to members of the instructional staff on a space-
available, no-cost basis, subject to prior City and State approval. Upon requisite approvals, the parties will develop language for incorporation into the Agreement.

Note: If the above provision with respect to graduate courses for members of the unit is approved by the City and State, section 29.2 shall become inoperative. If the above provision is not approved, section 29.2 remains.

ARTICLE 30
FACILITIES AND SERVICES

30.1 The parties recognize the importance to the proper functioning of the University of providing adequate space, facilities and services for the instructional staff.

30.2 Within thirty (30) days of the signing of this Agreement, the Chancellor shall create a University-wide Committee on Facilities and Services, whose Chairman shall be the University Dean for Campus Planning and Development. The said Committee shall meet not less often than quarterly, and shall recommend to the Chancellor and or to the Board, annually and in writing, practical and concrete plans for improving the physical facilities and services available to the instructional staff. The Chancellor shall cause the annual report of the Committee to be placed on the Board agenda for consideration within sixty (60) days after delivery of the Report. The Chancellor and the PSC shall each appoint an equal number of members to said Committee which Committee may, in addition, include representatives of other components of the University.

30.3 To the extent that suitable space is available, each
full-time member of the instructional staff shall have a desk, a chair, a file cabinet, and a book shelf and adjunct instructional staff shall have access to desk and file space.

30.4 Subject to appropriate governmental approval of Master Plans providing for the same, design specifications for the construction of new facilities for the use of members of the instructional staff shall provide for:

(a) A minimum of 120 square feet of office space for the use of each full-time member of the faculty for whose use the facility is designed;

(b) An office desk, chair, file drawers, a telephone and book shelves for each full-time member of the faculty;

(c) Dining facilities and an Instructional Staff lounge on each campus; and

(d) Appropriate facilities for adjuncts.

ARTICLE 31
REHIRING OF PERSONS WHO ARE DISCONTINUED

31.1 Tenured Persons and Lecturers Holding CCEs

The provisions of subdivision eleven of section 6212 of the Education Law shall be followed in the case of tenured persons. The provisions of the Board Bylaw Section 6.14 and the provisions of this Agreement shall be followed in the case of certificated persons.

The name of any such person shall be placed on an eligible list to be used in the filling of vacancies which may thereafter
arise in the title and retrenchment unit of last employment. Rules and regulations shall be promulgated which include provision for the rehiring of such persons on a last released first rehired basis.

31.2 Non-Tenured Persons in the titles Professor, Associate Professor, Assistant Professor, College Laboratory Technician Series, Registrar Series, and Non-Certificated Lecturers.

The name of any such person, except a person who received a notice of non-reappointment prior to being discontinued from his or her position, shall be placed on an eligible list to fill vacancies arising prior to the date which, in the absence of being discontinued, would have been the expiration date of the appointment or the expiration date of any reappointment in the title last held in the retrenchment unit of last employment, except that when an individual has received a recommendation for tenure or the CCE and is retrenched prior to the effective date of tenure or the CCE, the name of the individual shall be placed on an eligible list for a period of three years. Any person restored to a position pursuant to this paragraph shall receive notice of reappointment or non-reappointment no later than June 15. The dates provided in Article 18 of this agreement for observations and evaluations shall not apply with respect to any reappointment or non-reappointment of a person restored to service pursuant to this paragraph. When a person is restored to service pursuant to this paragraph, the period of creditable service prior to the discontinuance shall be added to creditable service after such restoration for purposes of computing years of service required for tenure, but an academic year in which
such person did not serve a full continuous year shall not be included in computing the years of service required for tenure. Rules and regulations shall be promulgated for the administration of these lists which include provision for the rehiring of persons on a last released first rehired basis except for special educational reasons. Acceptance of a position in the same or in a higher title in another college shall cause a person’s name to be removed from the eligible list.

31.3 Staff in Non-Tenure and Non-Certificate Bearing Titles

The name of any such person, except a person who has received a notice of non-reappointment prior to being discontinued from his or her position, shall be placed on an eligible list to fill vacancies for a position in his/her title, function, and retrenchment unit which may arise prior to the date which, in the absence of being discontinued, would have been the expiration date of the appointment or three years, whichever period is shorter. Should such a position be reestablished, persons on the eligible list shall be restored to service in reverse order of discontinuance, except for special educational reasons, with respect to teaching personnel in these titles.

Any person restored to a position pursuant to this paragraph who would otherwise receive a notice of appointment or non-reappointment during that academic year shall receive such notice no later than June 15.

The dates provided in Article 18 of this agreement for observations and evaluations shall not apply to a reappointment or non-reappointment of a person restored to service pursuant to this paragraph.
31.4 Acceptance of a position in the same or in a higher title in another college shall cause a person's name to be removed from the eligible list.

31.5 CUNY agrees to publicize the functions of the University's Instructional Staff Referral Service and to extend its services to members of the PSC bargaining unit in both full-time and part-time positions.

The Instructional Staff Referral Service shall accept and periodically transmit to the colleges applications for positions from persons who were discontinued in full-time or part-time positions.

ARTICLE 32
DISCONTINUANCES

32.1 The term discontinuance as used in the agreement means the termination in accordance with retrenchment procedures of an individual's service on dates other than those provided in Articles 9, 10 and 13 of the agreement and through procedures other than those normally utilized in academic and administrative appointments, reappointments and non-reappointments.

32.2 Any discontinuance of employees in this unit during the 1980-81 and 1981-82 fiscal year shall be undertaken only after other measures have been explored and implemented to the extent practicable consistent with the Board's responsibilities to govern the University, to carry out the academic programs of the University and to provide a safe and appropriate environment.
ARTICLE 33

FACULTY DEVELOPMENT

33.1 As part of its total effort in the area of faculty development and retraining, the University agrees to develop and implement with the PSC programs that will prepare tenured and certificated classroom teaching staff in the titles Professor, Associate Professor, Assistant Professor, Instructor and Lecturer in the fields and disciplines in which the University anticipates changing programmatic needs. Programs directed toward meeting needs in the following areas will be considered: bilingual education, remedial instruction (basic skills), computer science, and individual research and grants.

33.2 Participation in the programs shall be voluntary. The Chancellor will consult with the President of the PSC regarding general guidelines for the development and implementation of the program. These programs shall be experimental and shall be evaluated by June 1982 and shall be developed on a no-cost basis.

33.3 Persons successfully completing said program or programs shall upon request be offered an interview for a specific position opening in the program field in which they have participated.

33.4 This Article shall not be subject to Article 20.

ARTICLE 34

MEDICAL SERIES

34.1 Persons in the medical series shall be compensated as follows:
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<td>66.20</td>
<td>71.50</td>
<td>77.22</td>
<td></td>
</tr>
<tr>
<td>Adjunct Medical Professor (Basic Sciences)</td>
<td>67.28</td>
<td>72.66</td>
<td>78.47</td>
<td></td>
</tr>
<tr>
<td></td>
<td>73.77</td>
<td>79.67</td>
<td>86.04</td>
<td></td>
</tr>
<tr>
<td></td>
<td>81.34</td>
<td>87.85</td>
<td>94.88</td>
<td></td>
</tr>
</tbody>
</table>

34.2 The terms and conditions of employment for the above titles shall be those contained in the Bylaws of the Board and the written policies of the Board and, in addition, only the following provisions of this Agreement shall be applicable to
the Medical Professorial titles:

Article 3 - Unit Stability
Article 4 - Check-off and Agency Shop
Article 8 - Non-Discrimination
Section 20.3 - Informal Procedure for Handling Complaints
Section 24.3 - Coalition Economic Agreement Provisions
Article 26 - Welfare Benefits
Article 27 - Retirement
Article 37 - No Strike Pledge
Article 38 - Legislative Action
Article 39 - Coalition Economic Agreement

ARTICLE 35
RESIDENT SERIES

35.1 Persons in the Resident Series shall be compensated as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>8/31/80</th>
<th>9/1/80</th>
<th>9/1/81</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Professor</td>
<td>$1,000 per credit hour</td>
<td>$1,080 per credit hour</td>
<td>$1,166 per credit hour</td>
</tr>
<tr>
<td>Resident Associate Professor</td>
<td>850 per credit hour</td>
<td>918 per credit hour</td>
<td>991 per credit hour</td>
</tr>
<tr>
<td>Resident Assistant Professor</td>
<td>700 per credit hour</td>
<td>756 per credit hour</td>
<td>816 per credit hour</td>
</tr>
<tr>
<td>Resident Instructor</td>
<td>600 per credit hour</td>
<td>648 per credit hour</td>
<td>700 per credit hour</td>
</tr>
<tr>
<td>Resident Lecturer</td>
<td>600 per credit hour</td>
<td>648 per credit hour</td>
<td>700 per credit hour</td>
</tr>
</tbody>
</table>
To be eligible for appointment to these titles a person must be a member of the Instructional Staff of The City University of New York, at the time of application for the position, at least 55 years of age and eligible for service or age retirement, and must retire prior to both the attainment of the mandatory retirement age, under the retirement system of which he/she is a member and the appointment to the position.

To be eligible to receive appointment in these titles the individual meeting the above requirements shall have first exhausted retirement leave benefits under Section 3107 of the Education Law. Appointment to these titles shall be discretionary with the Board on recommendation of the college and be made only where educationally and financially advantageous to the instructional unit and college.

35.2 The title assigned to the individual shall correspond to the title held prior to retirement:

Professor  Resident Professor
Associate Professor  Resident Associate Professor
Assistant Professor  Resident Assistant Professor
Instructor  Resident Instructor
Lecturer  Resident Lecturer

35.3 Appointment in the Resident Series shall be for a semester or academic year. The duration of employment in the resident series titles shall not exceed three years and shall not in any case continue beyond the date at which an individual would have been compelled to retire under mandatory retirement age provisions of the retirement system of which he/she was a member.

35.4 The conditions of such employment shall be as follows:
a. Persons holding a title in the Resident Series may teach no more than the lesser of two courses or six credit hours during each academic year.

b. The assignment of courses shall be within the discretion of the departmental chairperson and/or other properly authorized college official.

c. The assignment of courses shall be within the range of offerings previously taught by the Resident staff member, but no resident staff member shall have a claim to teach a particular course.

d. Appointment to Resident Series Titles shall be subject to sufficiency of student enrollment and financial ability.

e. Disputes arising under the provisions of this resolution for early retirement shall be subject to section 20.3 hereof, with an appeal permitted to the Chancellor or the Chancellor's designee.

f. An individual who accepts early retirement under this plan shall retain faculty prerogatives under the Bylaws, except that no such person may serve as chairperson, in an excluded management title, or serve on a departmental personnel and budget committee or other personnel committee.

g. Acceptance of a Resident series title shall not preclude the individual from receiving benefits under the CUNY Faculty Welfare Fund to which he/she is otherwise entitled as a retiree.

ARTICLE .36
ACADEMIC CALENDAR
Prior to the implementation of academic calendar changes emanating from the Board of Higher Education Calendar Number 10, April 5, 1976, the impact of such change shall be negotiated by the parties with respect to matters covered by this agreement.

ARTICLE 37
NO STRIKE PLEDGE

36.1 CUNY and the PSC agree that disputes which may arise between them shall be settled without resort to strike or lockout and that the requirements of the law in this regard will not be violated. The University agrees it will not lock out any or all employees during the term of Agreement and the PSC agrees on behalf of itsvself and its membership that there shall be no strikes, slow-downs or interference with the normal operation of the City University during the term of this Agreement.

ARTICLE 38
LEGISLATIVE ACTION

38.1 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.
ARTICLE 39
COALITION ECONOMIC AGREEMENT

The provisions applicable to employees in this unit of the Coalition Economic Agreement signed on the 18th day of September 1980 by the University and on the 15th day of September by the PSC are incorporated into this Agreement.

ARTICLE 40
DURATION

40.1 This Agreement shall become effective September 1, 1980 upon its adoption by the Board of Trustees, its ratification by the membership of the Professional Staff Congress, and its approval by the Financial Control Board.

40.2 Only the Chancellor or his/her designee together with the President of the PSC or his/her designee may agree to waive a provision of this Agreement.

40.3 This Agreement shall be in effect through August 31, 1982.

Dated: New York, New York

Board of Trustees of the City of New York

by

Professional Staff Congress/CUNY

by
The following constitutes the Agreements between the City University of New York and the Professional Staff Congress/CUNY on Continuing Education and the Educational Opportunity Centers. These Agreements are supplementary to the Agreement between these parties for the period 1980-82.
1 DEFINITION

Continuing Education programs are programs which are given under the aegis of a college supported by funds processed through the income fund reimbursable account.

2 TITLE AND SALARY

(a) Persons teaching Continuing Education shall be employed in the title, Continuing Education Teacher for which the minimum hourly rate effective September 1, 1980 shall be $17.82 and effective September 1, 1981, $19.25.

(b) A person who is teaching a course for which degree credit is granted by the college upon successful completion of the course shall be compensated for such course on an hourly basis in accordance with the Adjunct and Hourly Professorial Rate provided in Article 24 of the PSC Agreement.

(c) A person who has taught a course in Continuing Education during the period September 1, 1977-August 31, 1978 who is employed to teach such course shall be paid not less than the hourly rate paid to such person during the period September 1, 1977-August 31, 1978 provided such rate did not exceed the Adjunct and Hourly Professorial Rate in Article 24 of the 1977-78 PSC Agreement.

(d) Any teacher who at least once in the period September 1, 1977-August 31, 1978 taught a course and was paid a rate the same as a rate which appears under the heading "Adjunct and Hourly Professorial Rates, September 1, 1977" in Article 24 of
the Agreement between the Board of Higher Education and the Professional Staff Congress/CUNY, 1977-78 for teaching a Continuing Education Course which continues to be offered shall be given first opportunity to teach such course.

(e) Any teacher who at least once in the period February 1, 1977-August 31, 1978 taught a course and was paid the same rate as a rate which appears under the heading "Adjunct and Hourly Professorial Rates, September 1, 1977" in Article 24 of the Agreement between the Board of Higher Education and the Professional Staff Congress/ CUNY, 1977-78 for teaching a course which ceases to be offered shall be given first opportunity to teach such course if such course is offered within 18 months of the time that the course ceases to be offered.

3 ACADEMIC REPORT

A person who is teaching a course for which degree credit is granted by the college upon successful completion of the course shall receive an Academic Report once each year signed by the Director of Continuing Education or his/her designee. This report shall state that services are satisfactory or unsatisfactory. Where the report indicates unsatisfactory service, the reasons for concluding that services are unsatisfactory shall be set forth. The person may respond to the Academic Report and if such response is received it should be attached to the report.

This provision shall not apply to any person who is also a member of the full-time or adjunct teaching staff of the College. In such instances, the Director shall have access to the College's personnel files for the person.

4 COMPLAINT AND GRIEVANCE MACHINERY
(a) Intent:

The parties agree to use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the PSC, the employees, and the University. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

(b) Definitions:

(1) A complaint is an informal claim by an employee covered by this Article or by the PSC of improper, unfair, arbitrary or discriminatory treatment. A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal procedure herein set forth.

(2) A grievance is an allegation that there has been a violation of the stated terms of this Article.

(c) Informal Procedure for Complaints:

An employee covered by this Article may present and discuss his complaint either with or without a representative of the PSC with the Continuing Education Director. Similarly, a representative of the PSC may present and discuss a complaint on behalf of any employee or group of employees with the Continuing Education Director of the unit involved and such discussion shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

(d) Formal Procedure for Grievances
Grievances may be filed by an employee in the bargaining unit, on his or her behalf, or by the Professional Staff Congress on its behalf, or by the Professional Staff Congress on behalf of any employee or group of employees in the bargaining unit. Grievances involving employees in more than one College of the University may be filed by the PSC initially at Step 2 of the grievance procedure.

A grievance must be filed by an employee or the PSC within thirty (30) days, excluding Saturdays, Sundays and legal holidays, after the PSC or the employee on whose behalf the grievance is filed became aware of the action complained of. Any grievance or informal complaint not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.

A grievance must be stated in writing setting forth the basis therefore with reasonable particularity, including a designation of the section of this Article relied upon, and the remedy requested.

Step 1. Grievances shall be filed at the college with the President's designee. The President or the designee shall, within fifteen (15) days excluding Saturdays, Sundays or legal holidays, of the receipt of the grievance, meet with the grievant and a representative of the PSC for the purpose of discussing the grievance. The designee shall within fifteen (15) days, excluding Saturdays, Sundays, or legal holidays, after the grievance meeting, issue a decision in writing to the grievant and the PSC.

Step 2. If the grievance has not been settled at Step 1, then
within fifteen (15) days, exclusive of Saturdays, Sundays, and legal holidays, after receipt of the written decision of the President’s designee, or the expiration of the time limits for making such decision, the grievant or PSC may submit the grievance in writing simultaneously to the University Dean for Faculty and Staff Relations and the Executive Director of the PSC/CUNY, together with a copy of the decision of the President’s designee of the College affected and with a copy of any statement and exhibits to be considered. The College affected shall then be asked to submit any statement and exhibits to be considered.

The Executive Director of the PSC/CUNY and the University Dean for Faculty and Staff Relations shall confer in an attempt to dispose of the grievance.

Step 3. If the grievance has not earlier been resolved the person or persons who submitted the grievance at Step 2 may appeal the grievance to Step 3 by serving notice to that effect by certified mail, return receipt requested to the Vice Chancellor for Faculty and Staff Relations.

(e) As the need arises, the University and the PSC shall select an individual to review Step 3 grievances under this Article, and to issue a decision orally, or in writing as to the disposition of the grievance.

In no event shall such individual have authority to add to, subtract from, modify or amend the provisions of this Article or to appoint or direct an appointment of any person. Such decision or award shall be binding upon the PSC, the University and the employees affected thereby. The cost of this procedure shall be
borne equally by the parties. Expenses for witnesses if utilized, however, shall be borne by the party who calls them. On issues of appointment such individual may make a financial award in an amount not to exceed the salary otherwise attributable to the appointment at issue.

5 DUPLICATIVE PROCEEDINGS

A grievance alleging a violation of Article 8 as incorporated in this Article shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, state or municipal law or regulation.

Notwithstanding the preceding sentence, in a case involving an appointment, if the processing of the grievance is not completed within three hundred and forty-five (345) days of the date of the beginning of the appointment at issue, the restriction provided in the preceding sentence shall not be applicable where a complaint is filed thereafter with the City Commission on Human Rights, the State Division of Human Rights or their successor agencies with respect to the same claim.

6. Persons and matters covered by this article shall not be covered by any other articles of the Agreement with the PSC except Article 1 (Recognition) Article 3 (Unit Stability) Article 4 (Check-Off and Agency Shop) Article 5 (Information and Data) Article 7 (Organizational Use of Facilities) Article 8 (Non-Discrimination) Article 17 (Jury Duty) Article 37 (No Strike Pledge) Article 38 (Legislative Action) Article 40 (Dura-
EDUCATIONAL OPPORTUNITY CENTERS AGREEMENT

Agreement entered into this 25th day of April, 1980 by and between the City University of New York and the Professional Staff Congress/CUNY.

1. The Professional Staff Congress/CUNY is recognized by the City University as the exclusive collective bargaining representative under the Public Employees’ Fair Employment Act for the period beginning April 25, 1980 for persons employed in instructional titles at the Educational Opportunity Centers sponsored by the Borough of Manhattan Community College and New York City Community College except that employees in the following functions or titles are excluded:

   Director
   Associate Director
   Assistant Director
   Coordinator (Number of Coordinators not to exceed those specified in contract between SUNY and the individual college)

2. Terms and conditions of employment shall be in accordance with provisions of the 1978-80 Agreement between the Board of Higher Education and the Professional Staff Congress/CUNY, the University’s Bylaws and other written policies for individuals in titles corresponding to personnel in the sponsoring colleges except that
a. benefits are provided as follows:

**Brooklyn EOC**

Health Insurance: Blue Cross/Blue Shield/Major Medical-Wraparound.
Contract #166859P

or

Health Insurance of New York (HIP)
Contract #8786

Retirement: TIAA/CREF Plan
Master Agreement

Disability: Beneficial National Life Insurance Company. Policy #8-910-51829

Worker’s Compensation: Federal Insurance Company.
Policy #81-70023142

**Manhattan EOC**

Health Insurance: Blue Cross/Blue Shield/Major Medical. Contract #197641

Retirement: TIAA/CREF

Disability: American Accident & Health Insurance Company.
Policy #902326

Worker’s Compensation: The State Insurance Fund.
Policy #571-847-3

b) Under Article 14 (Leaves and Holidays), the period
of annual leave for Lecturers (full-time) shall be from the day after commencement at the Center until the first of September following such commencement or an equivalent consecutive period.

c) Section 9.8 of Article 9 (Appointment and Reap­pointment), section 22.4 of Article 22 (Increased Promotional Opportunities) and Article 25 (Research and Fellowship Awards) are not applicable.

3. An employee who meets the qualifications shall be awarded tenure in a respective EOC upon recommendation to and approval by the Board of Trustees. Such Tenure or service toward tenure are not transferable to any EOC or unit of City University.

4. An employee who meets the qualifications shall gain a multiple year appointment in a respective EOC upon recommendation to and approval by the Board of Trustees. Such appointment or service toward a multiple year appointment are not transferable to any EOC unit of City University.

5. City University’s obligations to employees of the Educational Opportunity Centers covered by this Agreement shall be subject to:

   a) renewal of the annual agreement between the sponsoring college and the State University of New York
provisions for the payment of such obligations in
the budget of each Educational Opportunity Center
approved by the State University of New York.

6. This agreement shall become effective upon acceptance by
the City University and the Professional Staff
Congress/CUNY approval by the Financial Control Board.

City University of
New York

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Professional Staff
Congress/CUNY

Witnessed by:

----------------------------------
Date:
MUNICIPAL COALITION ECONOMIC AGREEMENT

Memorandum of Economic Agreement ("Coalition Agreement"), made this day of , 1980, by and between the undersigned Coalition of Municipal Unions ("the Unions"), and the City of New York and the undersigned employers (collectively "the Employers").

WHEREAS, the undersigned parties desire to enter into collective bargaining agreements, including this Coalition Agreement and agreements successor to those terminating on December 31, 1979, June 30, August 31, September 9, September 30, or December 31, 1980 ("Separate Unit Agreements") to cover the employees represented by the Unions ("Employees"); and

WHEREAS, the parties intend by this Coalition Agreement to cover all economic matters, and to incorporate the terms of this Coalition Agreement into the Separate Unit Agreements.

NOW, THEREFORE, IT IS AGREED as follows:

Section 1. Term.

a. The term of each Separate Unit Agreement shall be two (2) years from the date of termination of the applicable existing separate unit agreement, except as provided in Section 5 hereof.
b. The term of this Coalition Agreement shall be, in the case of each Union and respective Employer, from June 19, 1980 or the day following the termination of the existing separate unit agreement, whichever is earlier, to the date that the Separate Unit Agreement between such Union and Employer becomes final, except as provided in Sections 5 and 10 hereof.

Section 2. Continuation of Economic Terms.

The economic terms of existing separate unit agreements shall be continued except as modified pursuant to this Coalition Agreement.

Section 3. Prohibition of Further Economic Demands.

No party to this Coalition Agreement shall make additional economic demands during the term of this Coalition Agreement, or during the negotiations for or the terms of the Separate Unit Agreements, except as provided in Section 6d hereof. Any disputes hereunder shall be promptly resolved.

Section 4. Non-Pensionable Cash Payment.

a. A cash payment shall be earned and paid to qualifying Employees for services rendered during the City's fiscal year ending June 30, 1980, provided that such Employees were in active or inactive service on June 30, 1980, as described below:

October 24, 1980
(i) A full-time per annum Employee shall receive all or a pro-rata share of $1,500, all or such share to be based on the portion of the one year period July 1, 1979 to June 30, 1980 that the Employee was in active service, inactive service or a combination of both, and said $1,500 or share thereof shall be further pro-rated based on the portion of the 24 months of the applicable Separate Unit Agreement during which the Employee is in active service.

(ii) An Employee who is paid on a part-time per annum, per session, per hour ("hourly paid") or per diem basis (including seasonal appointees) or whose normal work year is less than a full calendar year shall qualify for payments under this Section 4a, provided that an hourly paid Employee shall have the Non-Pensionable Cash Payment hereunder based upon $35.75 per hour of compensation, and all other Employees shall have the Non-Pensionable Cash Payment hereunder based upon computations heretofore utilized by the parties.

(iii) Inactive service is defined for purposes of this Section 4 as including the following Employees:

(A) Those who are on a preferred or recall list (but this shall not apply to Employees whose placement on such list is part of the normal
periodic process resulting from a normal work year which is less than a full calendar year).

(B) Those who are on approved leave.

(iv) The sums provided for in this Section 4a shall be paid in equal shares in each regular paycheck received by the Employee.

b. For purposes of this Section 4, an Employee whose normal work year runs from the first day of a school year to the last day of a school year, shall be deemed to be in a service status from July 1 to June 30 of that fiscal year. This provision shall not convert an Employee who normally has less than 12 months pay status into an Employee with 12 months pay status hereunder.

c. If an Employee entitled to payment pursuant to this Section 4 shall not receive a paycheck during the period that any portion of such sum is payable pursuant to this Coalition Agreement, then such accrued and unpaid portion of that sum shall be paid to the Employee in a lump sum.

d. The payments provided for in this Section 4 shall be deemed included in the base rates of the applicable titles for all purposes (including but not limited to the calculation of benefits such as overtime, shift differentials and premium pay), except pension and as

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otherwise expressly provided in Section 6b of this Coalition Agreement.

e. In no case shall the amount of Non-Pensionable Cash Payment under Section 4a exceed $1,500.00 except for an Employee who holds an equivalent of more than one full-time job. This $1,500.00 limitation shall not apply to the payment of benefits such as overtime, shift differentials and premium pay.

f. For purposes of this Section 4, an Employee who has been suspended:

(i) shall be deemed in active service if suspended with pay;

(ii) shall be deemed in active service if the Employee receives back pay for the period of such suspension; and

(iii) shall be deemed in inactive service if the Employee does not receive pay or back pay for the period of such suspension.

Section 5. Incorporation of Non-Pensionable Cash Payment Into Base Rates.

a. On the first day following the termination of the Separate Unit Agreements, Employees shall have their base rates increased by adding $750 per annum or 35.7¢ per hour for hourly paid Employees based on

October 24, 1980
computations heretofore utilized by the parties.

b. On the first day following the termination of the Separate Unit Agreements, the then existing base rates, incremental salary levels and the minimum and maximum rates (including levels) if any, fixed for the applicable titles, shall be increased by adding $750 per annum or 35.7\text{c} per hour for hourly paid positions based on computations heretofore utilized by the parties.

c. The resulting increased rates shall be the basis for any general increase which may be effective on or after the first day following the termination of the Separate Unit Agreements.

Section 6. General Wage Increase.

a. 

(1) Effective the first day of the applicable Separate Unit Agreement, Employees shall receive a general increase of 8\% or $900 per annum, whichever is greater.

(ii) Effective the first day of the second year of the applicable Separate Unit Agreement, Employees shall receive an additional general increase of 8\% or $900 per annum, whichever is greater.

(iii) Part-time per annum, per session, hourly paid and per diem Employees (including seasonal appointees)

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and Employees whose normal work year is less than a full calendar year shall receive the increases provided in Section 6a(i) and (ii) on the basis of computations heretofore utilized by the parties for all such Employees.

b. The general increases provided for in this Section 6 shall be calculated as follows:

(i) The general increase in Section 6a(i) shall be based upon the base rates (which shall include salary or incremental schedules) of applicable titles in effect on the first day of the applicable Separate Unit Agreement, exclusive of any payment under Section 4 hereof; and

(ii) the general increase in Section 6a(ii) shall be based upon the base rates (which shall include salary or incremental schedules) of the applicable titles in effect on the first day of the second year of the applicable Separate Unit Agreement, exclusive of any payment under Section 4 hereof.

c. The general increases provided for in this Section 6 shall be applied to the base rates, incremental salary levels the minimum and maximum rates (including levels), if any, fixed for the applicable titles.

d. The general increases provided for in this Section 6 shall be subject to revision or modification in the

October 24, 1980
Separate Unit Agreements, provided, however, that such revision or modification in wages or fringe benefits shall not result in any current or future cost increase or decrease as compared with the cost required to pay the increases provided for in this Section 6.

Section 7. Welfare Funds.

Welfare fund contributions shall be increased as provided for below in subdivisions a. and b. but in no event shall these increases result in contributions in excess of $450 to any welfare fund per full-time Employee per annum:

a. Effective the first day of the Separate Unit Agreements, an increase of $50 per full-time Employee per annum or 50% of the difference between the current per annum contribution rate for full-time Employees and a per annum contribution rate of $450 for full-time Employees, whichever is less.

b. Effective the first day of the second year of the Separate Unit Agreements, an additional increase of $50 per full-time Employee per annum or 50% of the difference between the per annum contribution rate for full-time Employees in the last year of the existing separate unit agreement and a per annum contribution rate of $450 for full-time Employees, whichever is less.

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c. The current per annum contribution rate for eligible part-time per annum, hourly paid, per session and per diem, (including seasonal appointees) Employees and Employees whose normal work year is less than a full calendar year shall be increased in the same proportion as the contribution rates are increased for full-time Employees pursuant to Section 7a and b hereof.

d. Contributions for Employees separated from service, to a welfare fund which covers such Employees shall be increased in the same manner as contributions for other Employees are increased pursuant to this Section 7.

Section 8. Condition of Payment.

a. If no revision or modification is sought pursuant to Section 6d and there is no unresolved dispute under Section 3, payment of the increases provided in Sections 6 and 7 shall be made promptly upon final approval of this Coalition Agreement. If a Union exercises its rights under Section 6d or there is an unresolved dispute under Section 3, such payments shall not be made until final approval of the Separate Unit Agreement.

b. Payments due under Section 4 shall be made as promptly as possible upon final approval of this Coalition Agreement.

Section 9. Health and Hospitalization Cost Containment

October 24, 1980
Committee.

A joint committee of representatives of the Employers and the signatory unions hereto shall be established to study the cost containment and efficient delivery of the health and hospitalization programs offered to municipal employees. The committee shall periodically report and make recommendations on such cost containment and may make recommendations on the application of any cost savings.

Section 11. Resolution of Disputes.

a. Subject to the subsequent provisions of Section 11b, any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of any of the terms or conditions of this Coalition Agreement shall be submitted to arbitration upon written notice therefor by any of the parties to this Coalition Agreement to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be submitted to an arbitration panel consisting of the three impartial members of the Board of Collective Bargaining pursuant to the rules of the Board of Collective Bargaining. Any award in such an arbitration proceeding shall be final and binding and shall be enforceable pursuant to Article 75, CPLR.

b. After incorporation of this Coalition Agreement into an applicable Separate Unit Agreement, any dispute, con-
troversy or claim referred to in Section 11a which arises between the parties to such Separate Unit Agreement shall be submitted to the dispute resolution provisions of such applicable Separate Unit Agreement.

Section 12. Wage Deferrals.

The obligation of the Employers to repay the deferred amounts which were the subject of the arbitration/impasse proceeding entitled Matter of the Coalition Unions and the City of New York (O.C.B. #A-743-78/1-141-78) shall continue and said amounts shall be repaid in accordance with the Opinion and Award therein. Said Opinion and Award shall be incorporated by reference into all Separate Unit Agreements.

Section 13. Incorporation of Coalition Agreement.

This Coalition Agreement shall be incorporated into the Separate Unit Agreements, except for Section 10 hereof.

Section 14. Approval of Agreements.

This Coalition Agreement and the Separate Unit Agreements are subject to approval in accordance with applicable law.

Section 15.

In the event that any payment is not paid on the date due under this Coalition Agreement, such payment when made shall be paid retroactive to such date due.
Dated: New York, New York

9/18/80

The City University of New York
Office of the Vice Chancellor
City University of New York
535 East 80 Street
New York, New York 10021

Respondent:

We now have on file a copy of your collective bargaining agreement(s): covering your Faculty members and the National Education Association (Professional Staff Congress/CUNY). The agreement we have expired August 1977.

We would appreciate your sending us the following information to complete our files:

a copy of your current agreement

along with number of workers: 17,090. (September, 1978)

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

JANET L. NORWOOD
Commissioner

BLS 2453 (Rev. January 1980)