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THE CITY UNIVERSITY OF NEW YORK

AGREEMENT

between the

BOARD OF HIGHER EDUCATION

of the

CITY OF NEW YORK

and the

PROFESSIONAL STAFF CONGRESS/CUNY

*DO NOT DESTROY
OTHER APTS. ARE
SUPPLEMENTS.*

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12 APR 1977

AGREEMENT - June 18, 1976*

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Office of the Vice Chancellor for Faculty and Staff Relations

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535 East 80 Street, New York, N. Y. 10021

212/794-5353

I M P O R T A N T N O T I C E

The following four items constitute the Agreement between the Board and the PSC/CUNY as approved by the Emergency Financial Control Board on March 25, 1977.

Please be sure to examine all items carefully. Three items - the Stipulation, Memorandum of Understanding and the Burton letter all supersede the Agreement dated June 18, 1976. Any inconsistencies should be resolved in favor of these three documents.

Article 24 (Salary Schedules) is substantially changed from the June 18, 1976 "Agreement".

3/29/77

12 APR 1977 - *g*



The City University of New York Office of the Chancellor

535 East 80 Street, New York, N.Y. 10021
212/360-2121 794-5311

February 15, 1977

Mr. Donald Kummerfeld
Director of the Budget
Office of Management and Budget
One Centre Street
New York, New York 10007

Dear Don:

Enclosed is a copy of a memorandum of understanding between the Board of Higher Education and the Professional Staff Congress/CUNY which modifies the agreement forwarded to you under date of August 12, 1976. The conditions of the modified agreement were negotiated after reconsideration of the Factfinders report and the Emergency Financial Control Act.

A summary of the costs of the modified agreement is also enclosed.

I urge the City to submit the modified agreement, with its full support, to the Emergency Financial Control Board as quickly as possible.

Sincerely,

Robert J. Kibbee
Robert J. Kibbee

Enc.

cc: Mr. Stephen Berger
Mr. Frank Macchiarola
Mr. Peter Goldmark
Ms. Joan Kaden
President Irwin Polishook

MEMORANDUM OF UNDERSTANDING

- I. The Board of Higher Education (BHE) and the Professional Staff Congress/CUNY (PSC) signed a collective bargaining agreement on June 18, 1976. The terms and conditions of this agreement, however, were negotiated and ratified by the parties many weeks before the formal signing. Subsequently, the contract and deferral agreement were submitted to the City's Office of Management and Budget to initiate the required approval process. The general financial conditions of this contract were known to both City and State representatives sometime prior to the submission to the Office of Management and Budget. City University, at the Chancellor's direction, modified its budget to provide for an orderly implementation of the agreement's terms.
- II. The contract entered into by the parties no longer conforms in certain features with the provisions of the Financial Emergency Act and the most recent policies of the Emergency Financial Control Board. This has created unexpected and unfortunate difficulties for both management and the professional staff within the University community. Accordingly, the Chancellor requested the clarifications which Mr. Stephen Berger provided in a November 12, 1976 letter. The parties received earlier from the State appointed Factfinder, John Sands, the "Resolutions of the Factfinder," as required by the contract with respect to cost-of-

living adjustments. The Factfinder's Resolution, govern our amendments to the contract which are contained in this memorandum.

III. The following amendments are acceptable to the BHE and the PSC:

- (1) Movements within Schedule (increments) to be paid on September 1, 1976, in accordance with the deferral agreement signed on June 18, 1976.
- (2) Payment of the Movement within Schedule (increments) scheduled for January 1, 1977 and July 1, 1977 to be deferred for the term of the contract.
- (3) The repayment provisions of the deferral agreement to be modified to conform to other City deferral agreements approved by the EFCB as modified to apply to CUNY.
- (4) Payment of \$355 to the Faculty Welfare Fund per covered employee for 1975-76, the increased amount of \$15 above that payable in 1974-75 to be waived with respect to 1976-77.
- (5) The items which follow conform to the Resolution of the State appointed Factfinder and are consistent with the clarifications provided in Mr. Berger's letter of November 12, 1976:
 - (a) Payment of a cost-of-living adjustment to begin on January 1, 1977 for all covered full-time members of the instructional staff who received incremental payments on September 1, 1976 as provided in the deferral agree-

ment. This COLA to be derived from the same City-wide formula as applied to other New York City employees and based on the rise in the Consumer Price Index in the New York City area between August, 1975 and August, 1976. The parties accept a COLA of \$43.75 per month as provided by these terms for this group of employees. The COLA agreement to be extended through September 30, 1977, which would allow the parties to move under the general City-wide formula as of October 1, 1977.

- (b) Payment of a cost-of-living adjustment for all covered incumbent full-time members of the instructional staff who do not receive increments on September 1, 1976 based on the rise in the Consumer Price Index in the New York City area to result in a lump sum payment computed at the rate of \$36.75 per month for the period from April, 1976 through August, 1976; and a monthly payment effective September 1, 1976 and thereafter through September 30, 1977 at the rate of \$43.75 per month.
- (c) Effective September 1, 1976 payment of a cost-of-living adjustment for all covered part-time (adjunct) members of the instructional staff computed at the rate of one cent (\$.01) per pay hour for each full .4 of a point increase in the C.P.I. for the New York area between September, 1974 and July, 1975 and between August, 1975 and August, 1976.

(d) The parties accept the Resolution of the State appointed Factfinder regarding longevity.

IV. Since these required amendments and modifications of the contract will result in a reduction of some payments intended in the agreement signed by the parties on June 18, 1976, the BHE and the PSC are agreed that these savings shall be used to maintain educational services within The City University. Furthermore, we are agreed that to maintain educational services these funds should be used to offset the need for further retrenchments should the income of the University fall below anticipated levels and, if possible, the rehiring in priority order of discontinued tenured and certificated personnel and persons in non-tenurable categories with seven or more years of full-time service, and other laid-off personnel who were formerly covered by the collective bargaining agreement.

Irwin H. Polster
Professional Staff Congress/CUNY

February 15, 1977
Date

Robert D. Huber
Board of Higher Education

Feb. 15, 1977
Date

PREAMBLE

AGREEMENT entered into this June 18, 1976, by and between the BOARD OF HIGHER EDUCATION OF THE CITY OF NEW YORK (hereinafter referred to as the "Board"), and the PROFESSIONAL STAFF CONGRESS-CUNY (hereinafter referred to as the "PSC").

WITNESSETH:

WHEREAS, the Board 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 the Instructional Staff, and

WHEREAS, the Board 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, the Board 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, the Board and the PSC affirm collective bargaining as a process to be used for the improvement of the University, and

WHEREAS, the Board 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

1.1 The PSC is recognized by the Board of Higher Education 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:

Professor	College Laboratory
Associate Professor	Technician
Assistant Professor	Senior College Laboratory
Adjunct Professor	Technician
Adjunct Associate Professor	College Physician
Adjunct Assistant Professor	Higher Education Officer
Adjunct Lecturer	Higher Education Associate
Lecturer (full-time)	Higher Education Assistant
Graduate Fellow ("A", "B")	Assistant to Higher
Instructor	Education Officer
Research Associate	Higher Education Intern
Research Assistant	Business Manager
Registrar	Assistant Business Manager
Distinguished Professor from	Assistant to Business
within CUNY	Manager
Associate Registrar	Chairman of College
Assistant Registrar	Departments
Registrar's Assistant	

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

Chairman of Department	Teacher of Library
Teacher	College Laboratory
Assistant Teacher	Technician
Substitute Teacher	Placement Director
Temporary Teacher	Educational and
Guidance Counselor	Vocational Teacher

and in the Early Childhood Centers: Teacher, Assistant Teacher

Employees in the following functions or titles are excluded:

Chancellor	Chief Librarian
Deputy Chancellor	Director***
Vice Chancellor	Visiting Professor
President	Visiting Associate
Deputy to the President	Professor

Vice President
Assistant Vice President
Dean
Associate Dean
Assistant Dean
Principal-Hunter College
Elementary and High Schools
Executive Assistants to:
The Board Chairman,
Chancellor,
Vice Chancellors,
College President,
Vice President*

Visiting Assistant
Professor
Distinguished Professor
from outside CUNY
Provost
Office of the Vice
Chancellor for Faculty
and Staff Relations
Office of the General
Counsel of the Board
of Higher Education
Labor Designees**
Administrator Series

1.2 It is understood that nothing contained in this Article shall be construed to prevent the Board or any Board 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.

ARTICLE 2

BOARD--PSC RELATIONSHIPS

2.1 The Board and the PSC 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 Agreement shall govern, and the Board shall promptly cause its Bylaws to be amended or repealed to conform therewith.

(b) The Board shall not adopt any new or amended Bylaw, 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 the 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 a list of particular matters to be discussed to the other 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 negotiation 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 Board 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. Withholding authorizations will be submitted to the appropriate University authorities. The Board, 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:

If, during the period of the Agreement, legislation is enacted to permit public employers and public employees to enter into any Agency Shop Agreement, the Board and the PSC may, upon ten (10) days notice, reopen negotiations on the subject of Agency Shop. Such negotiation shall be subject to the dispute procedures of Section 209 of the Civil Service Law.

ARTICLE 5
INFORMATION AND DATA

5.1 The Board, 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 Board 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 Board to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable.

5.2 The Board 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.

(b) to an officer of the PSC, full time.

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.

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 faculty, such as in the Faculty Lounge and in the Faculty Dining Room.

ARTICLE 8

NON-DISCRIMINATION

8.1 Neither the Board 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 Board 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 Board 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 represent equally all members in the bargaining unit.

ARTICLE 9
APPOINTMENT AND REAPPOINTMENT

9.1 Where 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 this is not practicable, such appointments 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. However, where the Board does not approve the appointment for cause involving matters such as falsified credentials or inaccurate vita, the Board 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 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 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 where the reappointment is solely for the purpose of utilizing accrued annual leave.

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

9.6 Appointments to the title of Graduate Fellow 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 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 who are appointed to the rank of Assistant Professor shall receive two years of service credit toward the achievement of tenure in the title Assistant Professor.

9.9 When a College President determines not to make a recommendation to the Board of Higher Education 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 the 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.

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 (10) school days after receipt of the request, the President shall furnish a written statement of the reason(s) for denial to the affected employee.

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

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 as it is 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 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 of Higher Education.

10.3 Where 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 Fellow:

This category was designed to provide support for full-time CUNY students to enable them to complete their graduate degree in a reasonable time while receiving financial support and gaining teaching experience. This title is the equivalent of a graduate fellow at other universities 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 consecutively to the title Graduate Fellow more than three years, except where 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 Fellow 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 Board shall be established to develop a University-wide formula for the employment and distribution of Graduate Fellows 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 in the Bylaws of the Board.

11.5 College Laboratory Technician

A new position, College Laboratory Technician, shall be established. Persons currently in the titles College Laboratory Technician A and College Laboratory Technician B shall be reclassified into this position in the same salary step as currently assigned without any loss of tenure or service toward tenure.

A new position, Senior College Laboratory Technician, shall be established. Persons currently in the title College Laboratory Technician C shall be reclassified into this position at the same salary step as currently assigned without any loss of tenure or service toward tenure.

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) preceded by five years of continuous full-time service. In computing eligible time in service, such time shall commence with the first September of appointment.

12.2 Where 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) after 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. Subsequent reappointments shall be for five year periods. The second reappointment for Assistant to, Assistant and Associate levels shall be for a three-year period. Subsequent reappointments shall be for five year periods.

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
ANNUAL LEAVE

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.

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 calendar 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.

15.2 Workload for part-time members of the Instructional Staff:

Adjunct Lecturers or Adjuncts in other titles, excluding

Graduate Fellows, 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 Fellow:

Graduate students holding the title Graduate Fellow A shall be limited to a maximum of 240 contact teaching hours or 450 hours of non-teaching assignments during the calendar work year. Graduate students holding the title Graduate Fellow B shall be limited to a maximum of 120 classroom teaching hours or 225 hours of non-teaching assignments during the calendar work year. Graduate Fellows shall not carry any additional teaching or administrative assignment for extra pay.

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

The calendar 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 librarians, 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 normal work week of thirty (30) hours as assigned.

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

(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 the staff has 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.

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.

*It is understood that Lecturers (full-time) shall not be required to have a research commitment.

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 of health 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 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 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) Where 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 where 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.

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 Where 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 Board 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. Written evaluations 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.

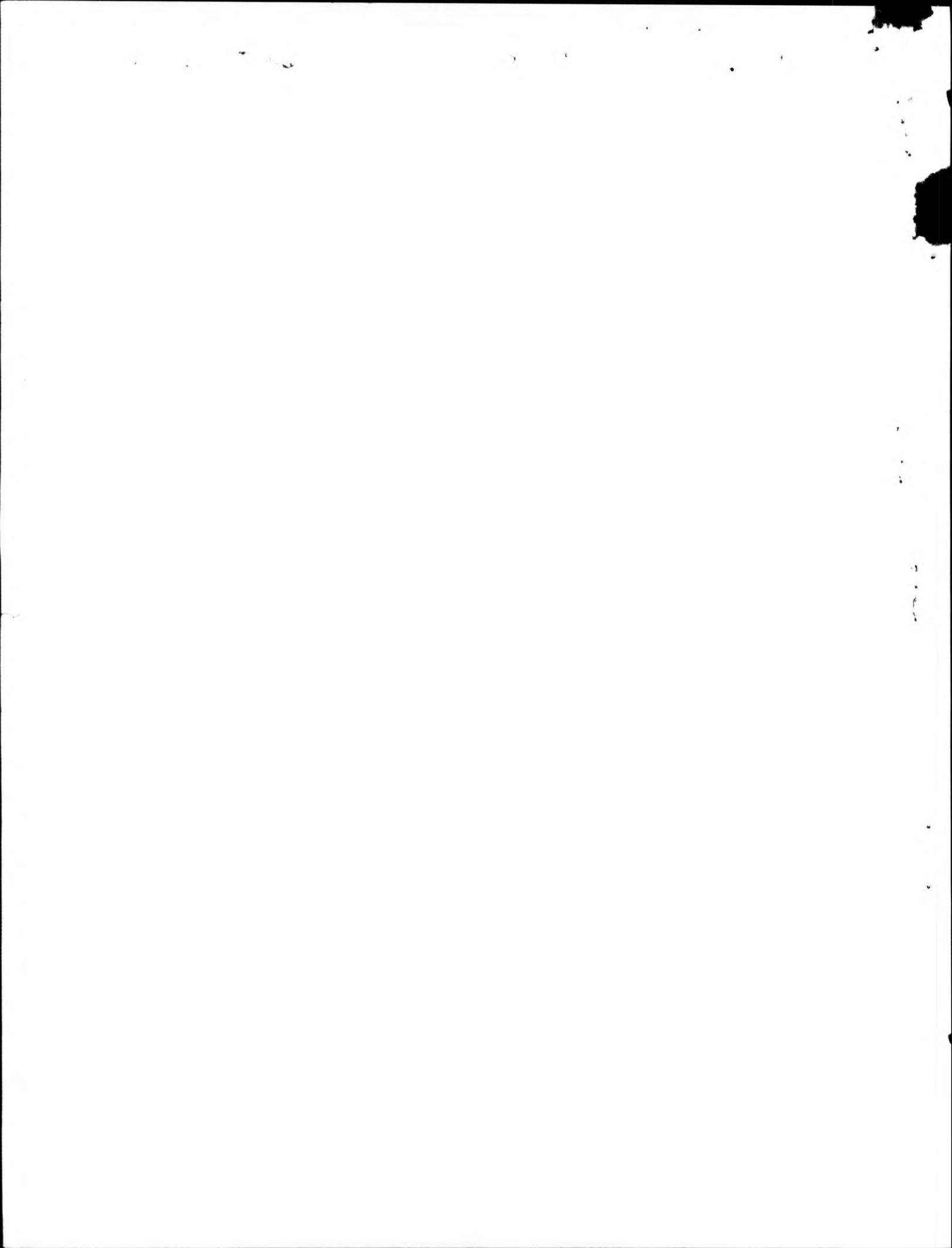
(b) Teaching observation, as described below, is one factor in total evaluation of academic performance of the teaching staff.

E R R A T A

Page 38, section 18.1 should read:

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 evaluations shall be on file for all employees.

12/20/76



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 a post-observation 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 failure. 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.

18.3 Annual Evaluation:

(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. Where 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, CLT's, Counselors, Student Personnel Services staff, Registrar series, Business Manager series, HEO 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 the yearly evaluation is not scheduled by March 1, the employee shall, within (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 failure. Upon receipt of the request form, the dean or President shall cause appropriate remedial action to be taken to insure compliance with this provision.

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.

*It is understood that lecturers (full-time) shall not be required to have a research commitment.

ARTICLE 19
PERSONNEL FILES

19.1 Each unit within The City University shall maintain two personnel files for each employee.

19.2 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.

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 Board and the PSC 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 Board. 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 a 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 and 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.

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 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, with 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 discussing the grievance. The Chancellor or the designee shall, with fifteen (15) days, exclusive of Saturdays, Sundays or legal holidays, after the grievance meeting, mail the disposition 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 arbitration 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 Association 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 designated George Nicolau, Benjamin Roberts, Arthur Stark, Emanuel Stein, Robert Stutz, 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 the 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 the 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 discriminatory application of the Bylaws or written policies of the Board.

(c) 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, including a copy of the Arbitrator's Award, to a select faculty committee of three tenured full or associate professors of the City University of New York, one to be designated by the President of the grievant's college, one to be designated by the PSC, and the third to be chosen by the first two from a panel of no fewer than 20 tenured or certificated professors, instructors or lecturers, or in an appropriate case, from an ancillary panel of no fewer than 5 members of the non-classroom instructional staff, the members of the said panel to be jointly designated by the Chancellor or his designee and President of the PSC. The composition of the said panel shall be subject to review and/or replacement annually. The persons or committee to whom such remand is made for the making

of the academic judgment shall (1) as far as practicable, have access to the same materials to which the College President normally has access in making such judgments, (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.

(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 Board and the employees affected thereby. The costs of arbitration shall be borne equally by the parties. 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 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.

ARTICLE 21

DISCIPLINARY ACTIONS

21.1 Members of the Instructional Staff covered by Section 6206 of the Education Law may be disciplined by removal, suspension with or without pay, or any lesser form or discipline, for one or more of the following reasons:

- (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 name.

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 powers 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 6206.12 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 by the PSC or by any person or persons of his choice, 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 by the PSC or by any person or persons of his choice 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 members ex officio) 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 the goals of 30-30-30-10 expressed in Article XXX of the expired contract between the Board and Legislative Conference, the Board agrees that budgetary considerations shall not constitute a ground for withholding promotions of qualified persons 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 the goals of 30% in the Senior Laboratory Technician title in each college, the Board 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 reemployment and promotional reclassification in accordance with established criteria and procedures shall be so reclassified, subject to Board approval.

22.4 The Board 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.

ARTICLE 23

DISTINGUISHED PROFESSORSHIPS

23.1 The Board and PSC 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 Schedule. The "salary schedule" for each title listed in this Article is the appropriate schedule of annual salary rates in effect September 1, 1975. All appointments or promotions after September 1, 1975 shall be made at rates identified under Schedule "B". (Note: Except in the rank of Assistant Professor, Schedule "B" is the schedule in the expired Agreement headed 10/1/74 and Schedule "A" is the schedule in the expired Agreement headed 10/1/73.)

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 identified under "A" or "B". Except as otherwise specified in this Agreement, Article XII of the Bylaws shall govern "Movement within Schedule" as follows:

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 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 full months of service.

(Note: Payment of the January 1, 1976 and July 1, 1976 movements within schedule shall be governed by the terms of the deferral agreement between the parties.)

24.3 Consolidation of Schedules.

(a) Except where otherwise noted, persons paid on Schedule "A" whose movement within schedule is credited January 1, 1976 or July 1, 1976, shall move to the step on Schedule "B" which is identical to the salary rate being received after the movement within schedule has been applied.

(b) Except where otherwise noted, persons paid on Schedule "A" who are not eligible for credit for a movement within schedule on January 1, 1976 or July 1, 1976, shall move to the step on Schedule "B" which is identical to the salary rate being received.

(c) When determining placement in accordance with the preceding paragraphs, in the event there is no identical rate on Schedule "B", the person shall move to the nearest higher dollar rate on Schedule "B". This consolidation of schedule shall have no effect on the determination of the employee's subsequent movement within schedule during the term of this Agreement.

24.4 Assistant Professor.

(a) The Assistant Professor schedule in the first column under "A" is the appropriate schedule of annual salary rates in effect September 1, 1975 and contains rates from both 10/1/73 and 10/1/74 schedules of the expired Agreement.

(b) All persons paid at rates within each group, with the exception of persons paid at rates identified with an asterisk in the first column under "A" shall, on January 1, 1976, be credited with the salary rate in the movement within schedule column which does not have an asterisk, upon achieving eligibility for a movement within schedule.

(c) Persons paid at rates with an asterisk in the first column under "A" shall, on January 1, 1976, be credited with the rate with an asterisk in column marked movement within schedule, upon achieving eligibility for a movement within schedule. All rates with an asterisk in the column marked movement within schedule shall be considered for future movement within schedule the same as the rate with which it is grouped and which appears on Schedule "B".

24.5 Further Negotiations.

The parties agree to continue to negotiate regarding the issues of (1) a cost of living schedule adjustment effective January 1, 1977 and (2) a longevity increase for persons who as of September 1, 1976, are at maximum of the schedules and did not receive a "Movement within Schedule" January 1, 1974 or thereafter. Should the parties fail to reach agreement by June 15, 1976 or earlier by mutual agreement, the issues will be submitted for resolution to Mr. John Sands, a PERB appointed fact finder.

24.6

Hunter College Campus Schools.

The provisions of Section 6209 of the New York State Education Law relating to salaries of persons employed in the Hunter College Campus Schools shall be applicable.

PROFESSOR

September 1, 1976

<u>A</u>	<u>B</u>
\$23,100	\$23,100
23,850	23,950
24,850	24,700
25,850	25,700
26,850	26,700
28,875	27,700
30,125	29,725
31,375	30,975
32,625	32,225
	33,475

ASSOCIATE PROFESSOR

September 1, 1976

<u>A</u>	<u>B</u>
\$18,430	\$18,430
19,180	19,280
20,180	20,030
21,180	21,030
22,180	22,030
23,850	23,030
24,850	24,700
25,850	25,700
26,850	26,700
	27,700

ASSISTANT PROFESSOR

GROUP	A		B
		Movement Within Schedule	
			\$13,930
		\$13,930	14,680
I	\$13,930	14,680	15,530
II	14,680	15,530	16,130
III	15,280 15,530 15,430*	16,130 (16,180)*	16,780
IV	16,130 16,180*	16,780 (17,030)*	17,630
V	16,780 17,030	17,630	18,280
VI	17,480 17,630 17,530*	18,280 (18,530)*	19,030
VII	18,280 18,530*	19,030 (19,530)*	20,030
VIII	18,180 18,680 19,030 19,530*	20,030 (20,530)*	21,030
IX	19,180 19,680 20,030 20,530*	21,030 (21,530)*	22,030
X	20,180 20,680 21,030 21,530	22,030	23,030
XI	21,180 22,030 22,180 23,030	23,030	

* Rates entitled to 1/1/76 adjusted
Movement Within Schedule

INSTRUCTOR and INSTRUCTOR (NURSING SCIENCE)

September 1, 1976

<u>A</u>	<u>B</u>
\$12,700	\$12,700
13,450	13,550
14,050	14,300
14,900	14,900
15,500	15,750
16,100	16,350
16,700	16,950
17,300	17,550
17,900	18,150
18,500	18,750
	19,350

LECTURER

September 1, 1976

<u>A</u>	<u>B</u>
\$12,700	\$12,700
13,450	13,550
14,050	14,300
14,900	14,900
15,500	15,750
16,100	16,350
16,700	16,950
17,300	17,550
17,900	18,150
18,500	18,750
19,100	19,350
	19,950

HIGHER EDUCATION OFFICER

September 1, 1976

<u>A</u>	<u>B</u>
\$23,100	\$23,100
23,850	23,950
24,850	24,700
25,850	25,700
26,850	26,700
28,875	27,700
30,125	29,725
31,375	30,975
32,625	32,225
	33,475

HIGHER EDUCATION ASSOCIATE

September 1, 1976

<u>A</u>	<u>B</u>
\$18,430	\$18,430
19,180	19,280
20,180	20,030
21,180	21,030
22,180	22,030
23,850	23,030
24,850	24,700
25,850	25,700
26,850	26,700
	27,700

HIGHER EDUCATION ASSISTANT

September 1, 1976

<u>A</u>	<u>B</u>
\$13,930	\$13,930
14,680	15,530
15,280	16,130
16,180	17,030
16,780	17,630
17,430	18,280
18,180	19,030
19,180	20,030
20,180	21,030
21,180	22,030
22,180	23,030

ASSISTANT TO HIGHER EDUCATION OFFICER

September 1, 1976

<u>A</u>	<u>B</u>
\$12,700	\$12,700
13,450	13,550
14,050	14,300
14,900	14,900
15,500	15,750
16,100	16,350
16,700	16,950
17,300	17,550
17,900	18,150
18,500	18,750
	19,350

HIGHER EDUCATION INTERN

September 1, 1976

A
\$10,000
to
12,700

A
\$10,000
to
13,450

RESEARCH ASSOCIATE

September 1, 1976

A
\$11,600
to
32,625

B
\$11,600
to
33,475

REGISTRAR

September 1, 1976

<u>A</u>		<u>B</u>
\$19,030	\$19,180	\$19,180
20,030	20,180	20,030
21,030	21,180	21,030
22,030	22,180	22,030
23,700	23,850	23,030
24,700	24,850	24,700
25,700	25,850	25,700
26,700	26,850	26,700
		27,700

ASSOCIATE REGISTRAR

September 1, 1976

<u>A</u>		<u>B</u>
\$16,030	\$16,180	\$16,180
16,630	16,780	17,030
17,280	17,430	17,630
18,030	18,180	18,280
19,030	19,180	19,030
20,030	20,180	20,030
21,030	21,180	21,030
22,030	22,180	22,030
		23,030

ASSISTANT REGISTRAR

September 1, 1976

<u>A</u>		<u>B</u>
		\$12,700
\$12,400	\$12,700	
		13,550
13,300	13,450	
		14,300
13,900	14,050	
		14,900
14,750	14,900	
		15,750
15,350	15,500	
		16,350
15,950	16,100	
		16,950
16,550	16,700	
		17,550
17,150	17,300	
		18,150
17,750	17,900	
		18,750
18,350	18,500	
		19,350

COLLEGE PHYSICIAN

September 1, 1976

<u>A</u>	<u>B</u>
\$10,750	\$10,750
11,500	11,600
12,100	12,350
12,400	12,950
12,700	13,250
13,000	13,550
13,300	13,850
13,600	14,150
13,900	14,450
	14,750

RESEARCH ASSISTANT

September 1, 1976

<u>A</u>	<u>B</u>
\$11,100	\$11,100
11,850	11,950
12,450	12,700
12,650	13,300
12,850	13,500
	13,700

GRADUATE FELLOW "A"

September 1, 1976

<u>A</u>	<u>B</u>
\$6,350	\$6,350
6,725	6,725
7,025	7,150
7,450	7,450
7,750	7,875
8,050	8,175
8,350	8,475
	8,775

GRADUATE FELLOW "B"

September 1, 1976

<u>A</u>	<u>B</u>
\$3,175	\$3,175
3,360	3,360
3,510	3,575
3,725	3,725
3,875	3,940
4,025	4,090
4,175	4,240
	4,390

SENIOR COLLEGE LABORATORY TECHNICIAN

September 1, 1976

<u>A</u>	<u>B</u>
\$14,450	\$15,300
14,950	15,800
15,450	16,300
15,950	16,800
16,450	17,300
16,950	17,800

COLLEGE LABORATORY TECHNICIAN

September 1, 1976

<u>A</u>	<u>B</u>
11,350	\$12,200
11,750	12,600
12,150	13,000
12,550	13,400
12,950	13,800
13,450	14,300
13,950	14,800
14,450	15,300
14,950	15,800

BUSINESS MANAGER

September 1, 1976

<u>A</u>	<u>B</u>
\$22,500	\$23,100
23,100	23,950
23,850	24,700
24,850	25,700
25,850	26,700
26,850	27,700
28,875	29,725
30,125	30,975
31,375	32,225
32,625	33,475

ASSISTANT BUSINESS MANAGER

September 1, 1976

<u>A</u>	<u>B</u>
\$16,780	
17,580	\$18,430
18,430	
19,180	19,280
20,180	20,030
21,180	21,030
22,180	22,030
23,850	23,030
24,850	24,700
25,850	25,700
26,850	26,700
	27,700

ASSISTANT TO BUSINESS MANAGER

September 1, 1976

<u>A</u>	<u>B</u>
\$13,550	\$13,550
14,300	14,400
14,900	15,150
15,500	15,750
16,100	16,350
16,700	16,950
17,300	17,550
17,900	18,150
18,500	18,750
19,100	19,350
	19,950

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 period 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.

ADJUNCT and HOURLY PROFESSORIAL RATES

September 1, 1976

Instructor, Lecturer, Adjunct Lecturer	\$22
	23
	24
Asst. Professor, Adjunct Asst. Professor	\$25
	26
Assoc. Professor, Adjunct Assoc. Professor	\$27
	28
	29
Professor, Adjunct Professor	\$30
	31
	32

ARTICLE 25

RESEARCH AND FELLOWSHIP AWARDS

25.1 The Board and the PSC agree that the Board shall provide the following sums in the form of research and fellowship awards:

PSC-BHE Research Awards:

7/1/75.....\$1.725 million
7/1/76.....\$1.725 million
7/1/77.....\$1.725 million

Fellowship Awards:

9/1/75.....\$1.725 million
8/31/76.....\$1.725 million
8/31/77.....\$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-BHE 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 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 curriculum.

(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 Board exclusive of non-sabbatical or fellowship leave, 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.

(c) The Board 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 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 Board shall contribute \$340 effective September 1, 1975; \$355 effective September 1, 1976. The above amounts will be paid on per capita per annum basis to the City University Faculty Welfare Trustees for all active, 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 Benefits payable shall be determined by the City University Faculty Welfare Trustees.

ARTICLE 27

RETIREMENT

27.1 At such time as the prohibition against pension negotiations is removed, the PSC and the Board 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 Teacher's Retirement System.

The Board 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 their TIAA City accumulation if the participant is 55 or older at time of retirement.

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

ARTICLE 28

TRAVEL ALLOWANCES

28.1 The Board shall provide the sum of \$625,000 annually for the duration of this Agreement to be allocated to the colleges for use by the faculty 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.

ARTICLE 30

FACILITIES AND SERVICES

30.1 The Board and the PSC 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 a faculty 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 6206 of the Education Law shall be followed in the case of tenured persons. The provisions of the Board Bylaw Section 6.9.f 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.

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 re-established, 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 eligible list.

31.5 The Board 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 person who were discontinued in full-time or part-time positions.

ARTICLE 32

DISCONTINUANCES

32.1 No further discontinuance of members of the PSC unit shall take place for the duration of the fiscal year 1975-76 unless notification has been given to the discontinued employees on or before February 24, 1976.

32.2 Any discontinuance of employees in this unit during the 1976-77 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.

32.3 The Board and the PSC will engage in cooperative efforts to apply for and use funds under the Comprehensive Employment Training Act and other programs for the reemployment and employment of members of the unit whose services are discontinued as a result of the fiscal crisis.

ARTICLE 33

ACADEMIC CALENDAR

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

ARTICLE 34

NO STRIKE PLEDGE

34.1 The Board 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 Board agrees it will not lock out any or all employees during the term of the Agreement and the PSC agrees on behalf of itself 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 35
LEGISLATIVE ACTION

35.1 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 36-DURATION

- 36.1 This Agreement shall become effective September 1, 1975 upon its adoption by the Board of Higher Education, its ratification by the membership of the Professional Staff Congress, and its approval by the Emergency Financial Control Board in accordance with applicable law, except that:
- (a) Section 9.10 of Article 9 (Appointment and Reappointment); Sections 13.2(b) and 13.3 of Article 13 (Multiple Year Appointments for Business Manager and Higher Education Officers); Section 16.4 of Article 16 (Temporary Disability or Parental Leave); Section 18.2(b)2.b) of Article 18 (Professional Evaluation); Section 21.3 of Article 21 (Disciplinary Actions); and Section 25.3(b)5 of Article 25 (Research and Fellowship Awards) shall be effective upon execution of the Agreement.
 - (b) Sections 20.5(d) and 20.7 of Article 20 (Complaint, Grievance and Arbitration Procedure) shall apply to those grievances filed to Step 1 of the grievance procedure on or after September 1, 1975.
 - (c) Article 31 (Rehiring of Persons who are Discontinued) shall be retroactive to September 1, 1975 for the purpose of establishing eligible lists as described therein.

(d) Articles and/or sections which contain specific effective dates shall be effective as of the dates therein indicated. This agreement shall expire on August 31, 1977.

36.2 The parties agree to establish a joint committee for the purpose of evaluating their experience with regard to two new sections of this Agreement, Section 9.10 of Article 9 (Appointment and Reappointment) and Section 20.5(d) of Article 20 (Grievance and Arbitration Procedure). The Committee shall be convened in time for its findings to be utilized in the negotiations for a successor Agreement.

36.3 The parties agree to commence negotiations for a renewal Agreement no later than July 6, 1977.

Dated: New York, New York

June 18, 1976

Board of Higher Education of the City of New York

by Robert J. Kibbe

Professional Staff Congress/CUNY

by Irwin H. Polischuk

Witnessed By:

Carol Anne Borden
Marilyn Wagner



The City University of New York Office of the Chancellor

535 East 80 Street, New York, N.Y. 10021

212/794-5311



S T I P U L A T I O N

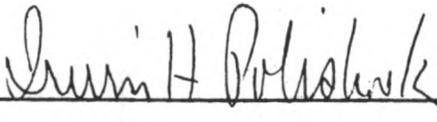
This stipulation confirms the following understandings reached between the parties during the course of negotiations and is to become effective upon execution of the proposed Agreement between the Board of Higher Education and the Professional Staff Congress/CUNY.

The undersigned parties hereby agree:

1. Persons in functions or titles who have been returned to the collective negotiating unit shall serve the term of the appointment granted for the fiscal year 1976-1977. Subsequent appointment or reappointment of these persons shall be in accordance with the provisions of Article 13 of the Agreement, except that persons who will be in their third or later year of creditable service if reappointed for fiscal 1977-1978 shall be treated as if they are being considered for their second reappointment. Persons who held the title "Secretary - CUNY" and who were converted to the Higher Education Officer series during the predecessor Agreement or converted or appointed thereafter, shall continue to be excluded from the unit while serving in the functional category of Executive Assistant.

2. The reasons referred to in Section 9.10 of Article 9 (Appointment and Reappointment) are understood to be the reasons of the President. Further, where no academic appeals procedure is in existence or where such currently existing procedures do not culminate in an appeal to the President, the academic channels in the first paragraph of Section 9.10 may be limited to a direct appeal to the President.
3. 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.
4. 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 for 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.

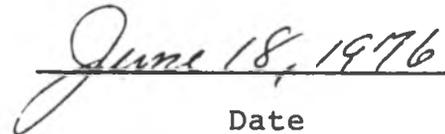
5. The intent of Section 31 of Article 31 (Rehiring of Persons Who are Discontinued) is that all non-tenured persons in tenure bearing titles are to be covered by the provisions of that section.



Professional Staff Congress/CUNY



Board of Higher Education



Date

12 APR 1977



810041-mds

This report is authorized by law 29 U.S.C. 2. Your voluntary cooperation is needed to make the results of this survey comprehensive, accurate, and timely.

O.M.B. No. 44-R0003
App. exp. March 31, 1980

March 28, 1977

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

THE CITY UNIVERSITY OF NEW YORK
1077 MAR 31 AM 9:06
OFFICE OF VICE CHANCELLOR FOR
FACULTY AND STAFF RELATIONS
RECEIVED

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): covering your Faculty members and the National Education Association (Professional Staff Congress/CUNY). The agreement we have, expired August 1975.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin
JULIUS SHISKIN
Commissioner

*Wms.
Cuny, AFT, NREA*

total →
$$\begin{array}{r} 10,000 \\ 3,500 \\ \hline 13,500 \end{array}$$

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 10,000 full-time, 3,500 part-time
2. Number and location of establishments covered by agreement see attached
3. Product, service, or type of business Higher Education
4. If your agreement has been extended, indicate new expiration date Not applicable

MARILYN MAGNER, ASSOCIATE DEAN
 Your Name and Position 212 - 794-5353
Area Code/Telephone Number
 535 East 80 Street
 Address New York, New York 10028
City/State/ZIP Code

Employer, Product, Service or Type of Business

Name of Union or Association

Number of Employees
Normally Covered by
Agreements

RECEIVED
MAR 1977
RECEIVED