

PART-TIME PERSONNEL

October 4, 1983

Dear Colleague:

The 1982-84 agreement between the Professional Staff Congress and the City University is expected to be approved by the Financial Control Board shortly. Because it contains provisions that improve the professional conditions of adjuncts and graduate fellows, as well as full-time staff, I am taking this opportunity to review all the contractual matters that apply to you (unless you are in a continuing education program, which is covered by a separate contract). I have indicated both the status quo and, where changes have been made, the provision in the contract.

The purpose of this review is more than theoretical. Your most important right is the one that allows you to grieve violations of the rights given to you by the contract and university bylaws and policies. You cannot effectively exercise that right unless you are familiar with your contractual terms and conditions of employment. I urge you therefore to study the following carefully and, whenever you think that a violation has occurred, contact me as soon as possible. Because of time limitations on the filing of grievances, prompt action is necessary. Then, in consultation with union grievance and legal counsel, we can determine if a violation has taken place and what the most effective course of action may be.

Workload: The most important change in the contract regards workload. Under the old contract, adjuncts were permitted to teach two courses (totally not more than nine hours) or 60 percent of the department average classroom contact load, whichever is less, at one or more unit of CUNY. Under the new contract, teaching opportunity is expanded so that an adjunct may teach up to two courses (not to exceed nine hours) or 60 percent of the average department workload, whichever is less, in one branch of CUNY--plus one additional course (not to exceed six hours) at another branch of CUNY.

It should also be remembered that as hourly employees, adjuncts who have teaching responsibilities cannot be asked to assume any additional responsibilities without remuneration at their regular hourly rate. This includes work at registration, committee assignments and attendance at meetings of any sort. Adjuncts teaching courses that require conference hours must be paid for those hours.

Salary Increases: Your September salary reflects the seven percent increase to which all members of the bargaining unit are entitled.

Salary Increments: Increments, unlike the above-mentioned pay increase, are based upon length of service. Adjuncts who have taught six semesters over a period of three years (including summers), have not received an increment during that period of time and are not at the top of the schedule, are entitled to an increment as of July 1 following the completion of six semesters.

Pay Dates: As a result of pressure brought by the PSC the chancellor has agreed to pay adjuncts earlier in each semester. The new schedule calls for nine pay dates each semester. This improvement represents a long sought after benefit for CUNY adjuncts.

Observations: Like the previous contract, the 1982-84 agreement provides for classroom observations by a member of the department for the first ten semesters and thereafter at the request of either the chairperson or the adjunct. The person being observed must be given 24 hours' prior notice.

Evaluations: The annual evaluation is a means of reviewing an employee's total academic performance and professional progress. Whereas the old contract required evaluations for ten semesters, the new contract requires evaluations for four semesters. Thereafter, evaluations may be requested by the chairperson or the adjunct, and if by the adjunct they may be held no more frequently than every four semesters.

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Personnel files: Observations and evaluations make up the bulk of your "personal" personnel file. Nothing can be placed in it without your knowledge, signified by signing the document. You have the right to append to the document any comments you wish to make. To be certain that you are aware of all the file's contents, examine it periodically.

Reappointment and Non-reappointment: Adjuncts are to be notified of reappointment or non-reappointment by December 1 or April 1. Such notification shall be subject to budgetary conditions, changes in curriculum and sufficiency of enrollment. Changes in any of these which impact upon your employment must be communicated to you as soon as the college is aware of the situation. A recent arbitration establishes as a "benchmark" the first day that the adjunct teaches for determining the date beyond which the offer to teach cannot be rescinded.

Jury Duty: Members of the bargaining unit who "are required to serve on a jury" are entitled to be paid their regular salary during such absences provided that they give to the university any compensation they receive for jury duty.

Promotions: Adjuncts are entitled to be considered for promotion on the basis of the same criteria that are applied to full-time staff.

Travel funds: Adjuncts are eligible for travel allowances for attendance at professional meetings and conferences on the same basis as full-time faculty.

Leaves: Adjuncts are entitled to miss one hour per semester for each hour they teach per week without any loss of pay. The reason for their absence may be either illness or personal emergency.

I urge you to report to me as soon as possible any violations of the rights enumerated here--especially in a nonreappointment matter--and to contact me any time that you have questions regarding your employment at CUNY.

The gains made by adjuncts in the latest contract reflect continued efforts by the union to advance our interests. If you are not yet a member of the Professional Staff Congress, I urge you to get an application form by checking the appropriate box on the enclosed letter and sending in the coupon. Membership in your union will give you a voice in setting union policy and will help strengthen the representation of adjuncts in universitywide affairs.

Sincerely,

Susan B. Prager
Vice President
Part-Time Personnel