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PROFESSIONAL STAFF CONGRESS  
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November 4, 1975

Mr. Arnold Cantor  
Executor Director  
Professional Staff Congress/CUNY  
25 West 43rd Street  
New York, New York 10036

Re: Retrenchment of Adjunct Faculty

Dear Arnold:

This will confirm my telephone conversation with you with regard to the processing of the grievance concerning the retrenchment of adjuncts by the Board of Higher Education and the possibility of success in an arbitration proceeding.

As I stated to you, adjunct lecturers do not acquire either tenure or a Certificate of Continuous Employment, Section 11.4 very specifically describes the adjunct faculty as those who "are not full time members of the City University faculty and who teach part time or who have other part time assignments in the University." Article 12, which deals with appointment and Certificate of Continuous Employment, provides only that "no part time (faculty) shall be denied re-appointment on the basis of professional incompetence unless he has been evaluated a number of periods." As I understand it, those who have been retrenched or laid off have been told that the reason therefor has been as a result of budgetary problems and for no other reason.

The original award in this case, of course, was the Wildebush award, which determined that the only basis for the termination of lecturers part-time or adjunct lecturers was just because of curriculum change, budgetary consideration, lack of registration and so on. Implicit in all of the awards and in the contract itself is that adjunct faculty has no job security where the University can utilize one of those reasons for termination and sustain its position with regard to it.

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Under the circumstances, I do not believe that there is any way of establishing a case supporting the adjunct faculty's position. It has no job security beyond that specifically provided for in the agreement and I would not recommend that the issue be arbitrated since I doubt that there is any possibility for success.

I would, of course, be glad to meet with you or any of your officers to discuss it further should you feel that such discussion is warranted.

Sincerely,

  
Stephen C. Vladeck

SCV:cc