

From the desk of -  
TED BLEECKER

JAN 2 1974

12-27-73

Dear Dr. Zeller:

Would you please send us a reply to this letter from Dr. Kugler.

The absolute deadline for our January 20th issue would be Monday, January 14.

Thank you.

December 20, 1973

Editor, New York Teacher  
260 Park Avenue South  
New York, New York 10010

Dear Editor:

The reply of Dr. Belle Zeller, President of the Professional Staff Congress to the letter of Julian Moses of Manhattan Community College contains some basic inaccuracies which require correction.

Dr. Zeller writes: "Based on our experience with the previous UFCT agreement, the negotiating team was unwilling to continue the prior article because it was of virtually no value in adding to the job security of the adjunct faculty."

~~Error#1.~~ - The preferential rehiring clause, Article XXVI states that there <sup>are</sup> only three reasons why classes may be cancelled for adjuncts: financial inability, insufficient enrollment or changes in curriculum. Thus if an adjunct had been judged professionally competent and the above three conditions did not exist, the adjunct could not be fired.

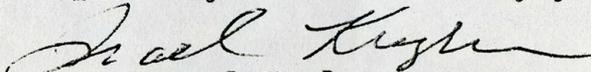
This was the basis for Arbitrator Joseph Wildebush's decision to pay and reinstate 15 lecturers in the Departments of Physics and General Science, who were fired because of a "change in personnel practices". CUNY challenged this decision in the State Courts and PSC co-counsel Stephen C. Vladeck won the case in the Court of Appeals, the highest court in the state. This was indeed a landmark case for adjunct job security. Many adjuncts owe their jobs to this clause.

Error#2. - The PSC negotiating team did put forth in negotiations the inclusion of this clause, but David Newton, the BHE negotiator, knowing full well the critical importance of this to adjuncts, offered instead of the three specific reasons the vague catch-all "academic judgment". This the PSC negotiating team rightfully rejected, but unfortunately pursued it no further, despite my urgent request.

I am happy to learn of President Zeller's solicitude for the adjuncts and her expressed determination to secure such a clause in the next round of negotiations. I will do all in my power to help and assist in this direction.

As one who participated in the negotiation of the UFCT agreement and as a minority of one in the recent PSC negotiations my only desire is to set the record straight.

Sincerely and fraternally yours,



Dr. Israel Kugler  
New York City Community College  
Former, President UFCT and Deputy  
President of the PSC

CC: Tom Hobart

January 10, 1974

TO THE NEW YORK TEACHER:

A reply

The new contract negotiated by the Professional Staff Congress and the Board of Higher Education, a copy of which I have forwarded to Dr. Kugler for his perusal, does indeed protect professionally competent adjuncts against firing. Their appointments are subject to only two conditions (not three, as in the former contract), "sufficiency of registration and changes in curriculum." This is contained in Article 10. The old Article 26 does not deal with firing, as Dr. Kugler suggests, but with preferential rehiring, which is the title of the article and the subject of Julian Moses's previous letter and of my response.

Dr. Belle Zeller, President  
Professional Staff Congress/CUNY

/aw  
opeiu #153 afl-cio