

PART-TIME PERSONNEL

November, 1994

Dear Colleague:

As many of you are aware, the PSC has, after great difficulty, negotiated a contract with The City University. This contract includes some important improvements for adjuncts. The purpose of this letter is to inform you of them and to review the rights which we have won in past contracts. These rights are negotiated on behalf of all members of the bargaining unit. (Those paid by the Research Foundation, on grant money or "soft" money are not members of the PSC bargaining unit.) Adjuncts in continuing education are covered by a separate section of the PSC-CUNY 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 the contractual terms and conditions of employment. I urge you to study this letter carefully. Whenever you think that a violation has occurred, contact me as soon as possible. Under the contract a grievance must be filed within 30 days of the time the contractual violation occurs. Once this time has passed no grievance is possible. I therefore urge you to contact me as soon as you think that you may have grounds for a grievance. Frequently informal action on our part can resolve a problem, but this does not obviate the time limits as set forth in the contract.

NEW BENEFITS SEPT. 1, 1990 - JAN. 31, 1996

HEALTH INSURANCE:

Eligibility for health insurance for those adjuncts who are otherwise eligible has been changed so that adjuncts can now combine work at two colleges to become eligible for health insurance. After working for a year, if the adjunct teaches six credits at either college or by combining hours at both colleges, he/she is eligible for the non-contributory plan. Non-teaching adjuncts must work for 1 year and a minimum of 10 hours a week on campus to be eligible. Eligible adjuncts (those who meet the work criteria and are not covered by other primary health care insurance through another source) have a choice of U.S. Healthcare and HIP/HMO, both of which are comprehensive plans. We have a commitment from the University that adjuncts who are paid with "soft money" and who have been on health insurance will remain in the program. The University has also agreed to make every effort to ensure that adjuncts not be put on "soft money" in their third semester so as not to interfere with eligibility.

SALARY INCREASES:

Across the board (compounded) salary increases for all adjuncts represented by the PSC are as follows:

- 3% retroactive to 11/1/90
- 1.5% retroactive to 11/1/92
- 4% effective 2/1/94
- 4% effective 11/1/94

Adjuncts at both the senior and community colleges should have received the final increases by now. If you have not, then contact the payroll office and me immediately.

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WELFARE FUND INCREASES:

Approximately \$600,000 lump sum is being contributed by the city to help fund the adjunct health plan.

CONTINUATION OF EXISTING BENEFITS

REAPPOINTMENT AND NON-REAPPOINTMENT:

Adjuncts are to be notified of reappointment or non-reappointment by December 1 or May 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.

ANNUAL APPOINTMENT FOR ADJUNCTS:

The new agreement provides for "two-semester" appointments for adjuncts after they have taught for six consecutive semesters (excluding summers). These appointments are at the discretion of the college. Notification date is May 15.

WORKERS COMPENSATION:

All members of the instructional staff are covered by Workers Compensation.

WAIVER OF TUITION FEES:

Under the contract, an adjunct who has taught one or more courses in the same department of the same college for ten consecutive semesters (not including summer sessions) and who is appointed to teach a course of not fewer than three contact hours per week in the fall or spring semester, is eligible for tuition remission for up to one course in that semester. On the graduate level, this will be on a space available basis.

WORKLOAD:

The workload limit has been expanded so that adjuncts may now teach nine hours at one college, regardless of the number of courses involved. For example, an adjunct can teach three three-credit courses OR one four- and one five-credit course. There is no change in the workload provision at the second college, which remains one course not to exceed 6 hours.

It should be remembered that as hourly employees, adjuncts who have teaching responsibilities cannot be asked to assume any additional responsibilities without remuneration at the non-teaching 60% 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 INCREMENTS:

Increments are based on length of service. Adjuncts who have taught six semesters over a period of three years (including summers), who 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 schedule now calls for nine pay dates each semester. This improvement represents a long sought after benefit for CUNY adjuncts. Some colleges are still not meeting these payroll dates but your union is working towards 100% compliance.

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OBSERVATIONS:

The current 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. The contract requires annual 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.

PERSONNEL FILES:

Observations and evaluations make up the bulk of your "personal" personnel file. Nothing should 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.

Faculty (including adjuncts) should examine and initial their "personal personnel files" at least once each year, and preferably once each semester.

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 loss of pay. The reason for such absence may be either illness or personal emergency, and is at the discretion of the chairperson.

PENSIONS:

Due to the lobbying efforts of the Professional Staff Congress and its state affiliate, the New York State United Teachers, the Governor signed into law legislation providing that all employees who have an option of joining a public retirement system must be notified in writing by their employer of such right to join. All adjuncts not presently contributing to or receiving a pension from a New York State governmental institution are eligible to join the New York City Teachers' Retirement System. Before making the decision to join the pension system, we urge you to contact Ms. Clarissa Gilbert Weiss, director of pension and welfare benefits for the Professional Staff Congress at 212-354-1252 for further information. (Information on the pension system can also be obtained from the personnel office at your college.)

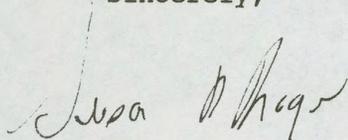
COBRA:

An adjunct who has established eligibility for health insurance loses it if in any two out of three academic years, he/she teaches fewer than six hours. Under such a situation an adjunct may elect to maintain benefits by paying for them him/herself. Under federal law COBRA can continue for 18 months.

In conclusion, I urge you to report to me as soon as possible any violations of the rights enumerated here -- especially in a non-reappointment matter -- and to contact me any time that you have questions regarding your employment at CUNY. I am at the PSC office on Thursdays from 1:30-3:00 p.m. You can also reach me by leaving a message at the PSC.

The gains made by adjuncts in PSC contracts 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 calling our office. Membership in your union will give you a voice in setting union policy and will help strengthen the representation of adjuncts in university-wide affairs.

Sincerely,



Susan B. Prager
Vice President
Part-Time Personnel