

III. SUPPLEMENTAL AGREEMENT ON CONTINUING EDUCATION

1. DEFINITION

Continuing Education programs are programs, which are given under the aegis of a college, typically supported by funds processed through the income fund reimbursable account.

2. TITLE AND SALARY

- (a) 1. Persons teaching Continuing Education shall be employed in the title Continuing Education Teacher for which the minimum hourly rate for new hires only shall be \$30.03 effective September 19, 2007, \$30.98 effective September 20, 2007, \$32.21 effective October 6, 2008, and \$33.18 effective October 20, 2009.

The minimum hourly rate for Continuing Education Teachers in the CUNY Language Immersion Program shall be \$33.81, effective September 19, 2007, \$34.88 effective September 20, 2007, \$36.27 effective October 6, 2008, \$37.36 effective October 20, 2009 and \$37.75 effective March 19, 2010 (pursuant to the requirements set forth in subsection 2 (g)).

2. (i) Each person employed on or before September 19, 2007, as a Continuing Education Teacher shall be paid at an hourly rate which is 3.15% more than the employee's September 19, 2007 hourly rate during the period from September 20, 2007, through October 5, 2008.
- (ii) Each person employed on or before October 5, 2008, as a Continuing Education Teacher shall be paid an hourly rate which is 4% more than the employee's October 5, 2008 hourly rate during the period from October 6, 2008, through October 19, 2009.
- (iii) Each person employed on or before October 19, 2009, as a Continuing Education Teacher shall be paid at an hourly rate which is 3% more than the employee's October 19, 2009 hourly rate for the period commencing October 20, 2009.
- (b) A person who is teaching a course for which degree credit is granted by the college upon successful completion of the course shall be compensated for such course on an hourly basis in accordance with the Adjunct and Hourly Professorial Rate provided in Article 24 of the PSC Agreement.
- (c) A person who has taught a course in Continuing Education during the period September 1, 1977 - August 31, 1978 who is employed to teach such course shall be paid not less than the hourly rate paid to such person during the period September 1, 1977 - August 31, 1978 provided such rate did not exceed the

Adjunct and Hourly Professorial Rate in Article 24 of the 1977-78 PSC Agreement.

- (d) Any teacher who at least once in the period September 1, 1977 - August 31, 1978 taught a course and was paid a rate the same as a rate which appears under the heading "Adjunct and Hourly Professorial Rates, September 1, 1977" in Article 24 of the Agreement between the Board of Higher Education and the Professional Staff Congress/CUNY, 1977-78 for teaching a Continuing Education Course which continues to be offered shall be given first opportunity to teach such course.
- (e) Any teacher who at least once in the period February 1, 1977 - August 31, 1978 taught a course and was paid the same rate as a rate which appears under the heading "Adjunct and Hourly Professorial Rates, September 1, 1977" in Article 24 of the Agreement between the Board of Higher Education and the Professional Staff Congress/ CUNY, 1977-78 for teaching a course which ceases to be offered shall be given first opportunity to teach such course if such course is offered within 18 months of the time that the course ceases to be offered.
- (f) A Continuing Education Teacher who is appointed to a position that will continue for a period of more than six (6) months and requires teaching a minimum of twenty (20) hours per week will be entitled to additions to base pay on the second, fourth and sixth anniversary date of the initial qualifying appointment date, provided the Continuing Education Teacher is continuously employed in the assignment and provides full years of service. A full year of service shall be defined as 30 weeks of service with 30 hours worked per week, an annual total of 900 hours. The hourly rate for each addition to base pay will increase as below:

- Effective the second anniversary of employment, an amount per hour of:

<u>9/19/07</u>	<u>3/19/10</u>
\$1.22	\$1.35

- Effective the fourth anniversary of employment, an additional amount per hour of:

<u>9/19/07</u>	<u>3/19/10</u>
\$1.22	\$1.35

- Effective the sixth anniversary of employment, an additional amount per hour of:

<u>9/19/07</u>	<u>3/19/10</u>
\$1.22	\$1.35

Qualifying service rendered before September 1, 2002 shall be included for the purpose of determining eligibility for additions to base pay effective September 1, 2002 or thereafter.

- (g) Effective March 19, 2010, each Continuing Education Teacher who is appointed to the CUNY Language Immersion Program (CLIP) in a position that will continue for a period of more than six (6) months and requires them to teach a minimum of twenty (20) hours per week shall be placed on the next higher hourly rate on the schedule from his/her hourly rate in effect as of March 18, 2010. The Continuing Education Teacher must be continuously employed in the assignment, meet the general requirements stated above throughout the period, and provide a full year of service during each of the two years in order to advance on the rate schedule. A full year of service for these purposes is defined as 30 weeks of service with 30 hours worked per week, an annual total of 900 hours. A Continuing Education Teacher appointed to a position in the CLIP Program who is placed on the schedule effective March 19, 2010¹ will no longer be eligible to receive any additions to base pay as provided for in section 2 (f) herein.

**CLIP STEP HOURLY RATE SCHEDULE
EFFECTIVE MARCH 19, 2010**

Rate 1	Starting Hourly Rate	\$37.75
Rate 2	After 2 years	\$39.10
Rate 3	After 4 years	\$40.45
Rate 4	After 6 years	\$41.85
Rate 5	After 8 years	\$43.40
Rate 6	After 10 years	\$45.00
Rate 7	After 12 years	\$46.60
Rate 8	After 14 years	\$48.50
Rate 9	After 16 years	\$51.05

**CLIP STEP HOURLY RATE SCHEDULE
EFFECTIVE MARCH 19, 2011***

Rate 1	Starting Hourly Rate	\$37.75
Rate 2	After 1 year	\$38.40
Rate 3	After 2 years	\$39.10
Rate 4	After 3 years	\$39.80
Rate 5	After 4 years	\$40.50
Rate 6	After 5 years	\$41.25
Rate 7	After 6 years	\$42.00
Rate 8	After 8 years	\$43.40

¹See Letter Agreement dated March 21, 2012, setting forth the agreement concerning the implementation of the CLIP Step Hourly Rate Schedule effective March 19, 2011.

Rate 9	After 10 years	\$45.00
Rate 10	After 12 years	\$46.60
Rate 11	After 14 years	\$48.50
Rate 12	After 16 years	\$51.05

3. ACADEMIC REPORT

A person who is teaching a course for which degree credit is granted by the college upon successful completion of the course shall receive an Academic Report once each year signed by the Director of Continuing Education or his/her designee. This report shall state that services are satisfactory or unsatisfactory. Where the report indicates unsatisfactory service, the reasons for concluding that services are unsatisfactory shall be set forth. The person may respond to the Academic Report and if such response is received it should be attached to the report.

This provision shall not apply to any person who is also a member of the full-time or adjunct teaching staff of the College. In such instances, the Director shall have access to the College's personnel files for the person.

4. COMPLAINT AND GRIEVANCE MACHINERY

(a) Intent:

The parties 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 University. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

(b) Definitions:

(1) A complaint is an informal claim by an employee covered by this Agreement 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.

(2) A grievance is an allegation that there has been a violation of the stated terms of this Agreement.

(c) Informal Procedure for Complaints:

An employee covered by this Agreement may present and discuss his or her complaint either with or without a representative of the PSC with the Continuing Education Director of the unit involved. Similarly, a representative of the PSC may present and discuss a complaint on behalf of any employee or group of employees with the Continuing Education Director of the unit involved and such

discussion 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.

(d) Formal Procedure for Grievances:

Grievances may be filed by an employee in the bargaining unit, on his or her behalf, or by the Professional Staff Congress on its behalf, or by the Professional Staff Congress 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 therefor with reasonable particularity, including a designation of the section of this Agreement relied upon, and the remedy requested.

Step 1. Grievances shall be filed at the college with 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 designee shall within fifteen (15) days, excluding Saturdays, Sundays, or legal holidays, after the grievance meeting, issue a decision 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's designee, or the expiration of the time limits for making such decision, the grievant or PSC may submit the grievance in writing simultaneously to the Senior University Executive Director of Labor Relations and the Executive Director of the PSC/CUNY, together with a copy of the decision of the President's designee of the College affected and with a copy of any statement and exhibits to be considered. The College affected shall then be asked to submit any statement and exhibits to be considered.

The Executive Director of the PSC/CUNY and the Senior University Executive Director of Labor Relations shall confer in an attempt to dispose of the grievance.

Step 3. If the grievance has not earlier been resolved the person or persons who submitted the grievance at Step 2 may appeal the grievance to Step 3 by serving notice to that effect by certified mail, return receipt requested to the Vice Chancellor for Labor Relations.

- (e) As the need arises, the University and the PSC shall select an individual to review Step 3 grievances under this Agreement, and to issue a decision orally, or in writing as to the disposition of the grievance.

In no event shall such individual have authority to add to, subtract from, modify or amend the provisions of this Agreement or to appoint or direct an appointment of any person. Such decision or award shall be binding upon the PSC, the University and the employees affected thereby. The cost of this procedure shall be borne equally by the parties. Expenses for witnesses if utilized, however, shall be borne by the party who calls them. On issues of appointment such individual may make a financial award in an amount not to exceed the salary otherwise attributable to the appointment at issue.

5. BENEFITS

The University and the PSC agree that qualified employees in the title Continuing Education Teacher who are appointed to a position that will continue for more than six (6) months and that requires them to teach a minimum of 20 hours per week shall be entitled to the following benefits:

- (a) coverage under the New York City Health Benefits Program, provided they meet all other eligibility requirements contained in the Summary Plan Description of the New York City Health Benefits Program; this benefit will be available only so long as such employees meet all the requirements specified above;
- (b) fourteen (14) days of sick leave per year or a pro-rata portion thereof (one day of sick leave for every 64 hours of service), which may be accrued up to a maximum of 28 days; accrual of this benefit will be available only so long as such employees meet all the eligibility requirements specified above. Effective August 27, 2008, up to three (3) days of accrued sick leave may be used annually for the care of an ill family member, consistent with applicable rules and procedures.

6. NON-CREDIT-BEARING REMEDIAL AND ESL PROGRAMS

Notwithstanding paragraph 1 above, the Continuing Education Teacher title may be used to offer non-credit-bearing remedial and ESL instructional programs provided that

1. No full-time instructional staff member employed as of September 1, 1998 and having taught in non-credit-bearing remedial and ESL instructional programs shall be non-reappointed or retrenched to effect the transfer of the teaching of such courses to Continuing Education Teachers; and

2. Adjuncts teaching non-credit-bearing remedial or ESL instructional programs at a College in either of the two semesters immediately prior to the implementation of the decision to offer such courses by Continuing Education Teachers will be given priority consideration for appointment as Continuing Education Teachers to teach such courses at that College.

Nothing herein should be construed to alter existing college governance plans or University Bylaws, including faculty participation in curriculum matters.

7. ACCESS TO COLLEGE LIBRARY

Continuing Education Teachers who have an appointment that will last at least six weeks will have library privileges on the campus on which they are working.

8. APPLICABLE PROVISIONS

Persons and matters covered by this Agreement shall not be covered by any other articles of the Agreement with the PSC except Article 1 (Recognition), Article 3 (Unit Stability), Article 4 (Check-Off and Agency Shop), Article 5 (Information and Data), Article 7 (Organizational Use of Facilities), Article 8 (Non-Discrimination), Article 17 (Jury Duty), Article 38 (Workers' Compensation), Article 39 (Occupational Safety and Health), Article 40 (No Strike Pledge), Article 41 (Legislative Action), and Article 43 (Duration).