

Supplemental Agreement between
The City University of New York and the Professional Staff Congress/CUNY
Teaching Load Reduction
December 8, 2017

This Letter Agreement confirms the parties' understandings with respect to modification of Appendix A to the City University of New York and the Professional Staff Congress/CUNY Collective Bargaining Agreement ("CBA"). The parties hereby agree that effective December 8, 2017, Appendix A, paragraph 2, of the CBA shall be replaced in its entirety as follows:

- 2.* The annual undergraduate teaching contact hour** workload shall be as follows, it being understood that the term "undergraduate teaching contact hour workload" includes reassigned time assigned to the individual and approved in the college:

| | | Effective with the start of the Fall semester: | | |
|--|----------|---|-------------|-------------|
| | | 2018 | 2019 | 2020 |
| Professors, Associate Professors, Assistant Professors in the Senior Colleges | 21 hours | 20 | 19 | 18 |
| Professors, Associate Professors, Assistant Professors in the Community Colleges | 27 hours | 26 | 25 | 24 |
| Instructors and Lecturers | 27 hours | 26 | 25 | 24 |

In order to avoid the loss of teaching hours due to difficulties in scheduling, the annual undergraduate teaching contact hour workload shall be managed over a three-year period. The intent of this provision is to ensure that classroom contact hours not scheduled in one year because the courses assigned to the faculty member do not permit an exact correspondence with the stated workload may be scheduled in a subsequent year within the three-year period. Calculated over the three-year period, the average annual undergraduate teaching contact hour workload of every faculty member shall equal the hours specified above.

The annual undergraduate teaching contact hour workload of faculty in Substitute titles shall be three hours greater than the annual undergraduate teaching contact hour workload stated herein for the equivalent rank.

The parties agree that the additional time resulting from the reduction in the undergraduate contact teaching hour workload specified above will be devoted to such activities as student and academic advisement, office hours, academic research and such other activities that allow the University to improve our students' success and outcomes.

* This provision does not apply to instructional situations involving supervision of students in other than organized classes: appropriate multiples in these and related areas shall be determined by the colleges based on past experience and practices.

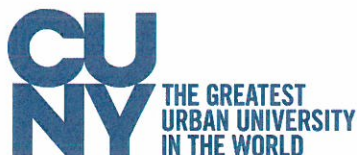
**For purposes of this Agreement, an undergraduate teaching contact hour is defined as an organized class which meets at a regularly scheduled time during the semester, quarter or session for one fifty-minute period or its approved equivalent period.

The parties agree that this Agreement fulfills the obligations contained in the Teaching Load Reduction Labor-Management Committee side-letter to the June 16, 2016 Memorandum of Agreement, except that the parties agree to discuss potential funding to support this teaching load reduction, including, but not limited to, additional contributions of public funds to the CUNY Operating Budget and funds from the successor to the 2010-2017 collective bargaining agreement.

Agreed:

James B. Milliken, Chancellor, City University of New York

Barbara Bowen, President, Professional Staff Congress



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TO: The College Presidents
The Deans of the Professional Schools
The Chief Academic Officers
The Chief Administrative Officers
The Labor Designees
The Human Resources Directors

FROM: Vice Chancellor Pamela S. Silverblatt 

DATE: December 21, 2017

SUBJECT: Undergraduate Teaching Workload

At the time we settled the 2010-2017 collective bargaining agreement with the Professional Staff Congress/CUNY ("PSC") in June 2016, we agreed to establish a joint labor-management committee to address the University's and the PSC's shared goal of reducing the annual undergraduate teaching contact hour workload. I am pleased to advise you that the parties recently entered into an agreement achieving that goal; a copy of the agreement is attached.

This restructuring of the workload of full-time teaching faculty will enable them to devote more time to students and to academic research and other activities that contribute to student success. The agreement reduces the annual undergraduate teaching contact hour workload by three contact hours at both the senior and community colleges. The reduction will be phased in over a three-year period, one contact hour per year, commencing with the 2018-2019 academic year. Thus, as of the 2020-2021 academic year, the undergraduate teaching contact hour workload will be 18 hours for Professors, Associate Professors, and Assistant Professors -- and Distinguished Lecturers and Clinical Professors¹ -- at the senior colleges, and 24 hours for Professors, Associate Professors, and Assistant Professors -- and Distinguished Lecturers and Clinical Professors -- at the community colleges. The undergraduate teaching contact hour workload for Instructors and Lecturers at both the senior and community colleges will be 24 hours.²

¹ Section 11.7 of the collective bargaining agreement provides that the workload for Distinguished Lecturers and Clinical Professors will be the same as that of Professors in the college to which they are appointed.

² As before, the undergraduate teaching contact hour workload of faculty in Substitute titles will be three hours greater than the undergraduate teaching contact hour workload for the equivalent rank.

While the three-year phase-in period is intended to assist the colleges in managing this transition, you should begin now to look at the current workload balances of the faculty at your college and plan accordingly. Individualized decisions will have to be made based upon the extent to which faculty are currently owed hours under the workload averaging provisions of the contract, but, generally speaking, if a faculty member is not currently owed any hours -- or has a negative workload balance -- no adjustment in teaching load may be necessary in the first year -- or two -- of the transition.

The College Presidents continue to retain discretion with regard to reassigned time, as set forth in the workload settlement agreement. No representations or guarantees were made to the PSC that all existing reassigned time, including reassigned time for unsponsored research, would continue.³ Nor was any commitment made that all faculty would get the benefit of a one-course reduction. This agreement simply provides that the teaching workload will ultimately be managed to 18 hours, instead of 21, at the senior colleges and to 24, instead of 27, at the community colleges, bringing CUNY's teaching workload more in line with that of our peer institutions. In addition, no commitment was made with regard to future hiring to cover the course load previously taught (*i.e.*, full-time versus adjunct staff). The parties agreed to continue to discuss potential funding to support the teaching load reduction, including additional contributions of public funds (which CUNY has sought in its budget request) and funds from the successor to the 2010-2017 collective bargaining agreement.

Please have your Human Resources department coordinate with your Provost's office -- and any other offices/personnel at your campus with responsibility for monitoring faculty workload -- to assure as smooth a transition as possible.

c: Vita Rabinowitz, Executive Vice Chancellor and University Provost
Marc V. Shaw, Interim Chief Operating Officer
Matthew Sapienza, Senior Vice Chancellor/Chief Financial Officer
Laura Blank, Senior University Executive Director of Labor Relations
Annemarie Nicols-Grinenko, University Associate Dean for Faculty Affairs
Katherine Raymond, Senior Associate General Counsel
Esdras Tulier, University Executive Director for HR Policy and Strategy

³ It is noted that the reassigned time available to untenured professors during their first five (5) annual appointments under section 15.1.(e) of the collective bargaining agreement is mandatory and remains unchanged.