



Second edition | 2009

# **Handbook**

*for*

# **Higher Education Officers**

*Professional Staff Congress/CUNY*

**Local 2334  
AFT, NEA, NYSUT**

**Notes**

**Notes**

**D. Labor-Management Committees:** In an effort to assist members with obtaining reclassifications and to address workload issues, a Labor-Management Committee has been established at each college, comprised of two HEOs appointed by the PSC and two individuals appointed by the college president. The committee can make a non-binding recommendation to the president concerning workload. The committee can make a non-binding recommendation to the HEO Screening Committee concerning reclassification.

A HEO who has been unsuccessful in obtaining reclassification should contact a HEO Counselor to discuss the appropriateness of filing an out-of-title claim against his or her college.

**E. Salaries:** Applicable salary schedules for HEO-series titles for the period 9/20/07–10/19/10 are available on the PSC website and will be in the 2007-2010 printed contract book.

**F. Effective March 19, 2010,** Assistants to HEO who hold a master's degree from an accredited university in a field related to their work will receive an annual salary differential of \$1,000. Employees in the Assistant to HEO title who hold a doctorate in a job-related field from an accredited university will receive an annual salary differential of \$2,500.

## From the Chapter Chair, Jean Weisman

**T**his handbook is presented to you by the Professional Staff Congress (PSC) Cross-Campus Higher Education Officers Chapter. The PSC represents more than 3,000 members of the instructional staff in the Higher Education Officer series titles (HEOs) across all 18 campuses and the Central Office of the City University of New York (CUNY). In the union, the HEOs at the campuses work together as one cross-campus chapter. The HEOs in the Central Office are in a separate chapter. The PSC represents HEOs in all facets of their employment through the PSC-CUNY Collective Bargaining Agreement.

Our membership in the union gives us power in the workplace. We are stronger when we act together with our instructional staff colleagues, including full- and part-time faculty and CLTs. CUNY-wide, our union is 20,000 people strong. Without a union, management would control our work lives and professional working conditions. We are the union, and CUNY management must negotiate with all of us, HEOs, faculty, and others, together. The agreement—the PSC-CUNY Collective Bargaining Agreement, known as the contract—protects our rights on the job and spells out how we protect those rights. Our contract is most effective when every member knows it and uses it.

In the last three contracts, we have won salary increases, more funding for benefits and the HEO/CLT Professional Development Fund. We have also fought back against management's efforts to undermine HEO job security. HEOs are working across CUNY to make sure our union colleagues, and university and college administrators, all understand that HEO concerns extend beyond salary and benefit improvements to

our need for reclassifications and promotions. We recently won a victory on overtime pay and compensatory time for HEOs, depending on the title and the number of hours worked. HEO activists also work with our faculty colleagues to improve the health and safety of our workplaces, with a focus on improving air quality.

Please join us and get involved. Learn more about the contract and how to enforce your contractual rights, become active in the union and join the fight for healthy workplaces.

Call the union office, (212) 354-1252, to learn more.

institutional reasons why the position is being eliminated. (Article 13.12a) If you receive a letter of termination, call a HEO Counselor at the PSC, (212) 354-1252, immediately.

## **10. Other Contractual Rights**

**A. Tuition Waivers:** HEO-series employees are eligible for a waiver of tuition fees for undergraduate credit-bearing courses offered by the City University during the Fall and Spring semesters. Summer session is not included. They are also eligible for a waiver of up to six credits per semester of graduate tuition during the Fall and Spring semesters. Summer session is not included. (Article 29)

**B. Occupational Safety and Health:** Under Article 39 of the PSC-CUNY contract, “The City University shall furnish to each of its employees who is covered by this agreement a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious harm to its employees and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970.” If there is a problem at your workplace, please contact an Occupational Safety and Health counselor at the PSC, (212) 354-1252.

**C. Professional Development:** The PSC negotiated a Professional Development Fund to provide financial support (up to \$3,000 per year) for HEOs to enhance their professional skills, conduct research and attend professional conferences. (Article 33.5) The application and guidelines are available on the PSC website at [www.psc-cuny.org/HeoClProfDev.htm](http://www.psc-cuny.org/HeoClProfDev.htm).

in the same title, based on excellence in performance or increased responsibility, subject to the approval of the Board. (Article 22.5)

According to the Revised Guidelines Regarding Recruitment and Appointment to HEO positions: “The criterion for reclassification approval is that the preponderance of duties and job requirements currently fall appropriately in the higher HEO title being sought by the college. This change in classification may be merited because of an accretion of duties, a reorganization of functions, a legal mandate changing the nature of the work, or some other significant alteration in the duties previously assigned.” (HEO Guidelines, Section IID)

An employee who believes that he or she is qualified to receive a reclassification should ask his or her supervisor to file a request for a reclassification. If the supervisor does not file such a request, the employee may contact the Human Resources Office for a form to request a review by the HEO Labor-Management Committee. If the committee decides that the request has merit, the committee can make a non-binding recommendation to the HEO Screening Committee. If the HEO Screening Committee decides that the reclassification has merit, the matter will be referred to the college president. If the college president approves the request, the request will be submitted to CUNY for approval.

## **9. Termination**

An employee with 13.3b status may be terminated after receiving three consecutive unsatisfactory evaluations in three successive fiscal years (July 1-June 30). An employee with 13.3b status may be terminated after three successive years of receiving annual evaluations which indicate

## **INTRODUCTION**

The purpose of this handbook is to provide a general guide to the rights and benefits of members of the instructional staff at the City University of New York who hold appointments in the Higher Education Officer series and who are represented by the PSC/CUNY. This handbook is not a substitute for the contract, and members should consult directly with a HEO Grievance Counselor concerning questions about employment in the HEO-title series at CUNY. HEO Grievance Counselors are experienced and have been trained to solve particular problems that occur among HEO-series employees. If you have reason to believe that your rights have been violated or you need assistance with a workplace problem, you are encouraged to consult with a HEO Counselor. Counselors are available at the PSC office at (212) 354-1252. Please do not hesitate to make use of this valuable resource.

When reviewing this document, it is important to keep in mind that each and every right and benefit listed in the handbook had to be bargained for and secured through, union negotiations. These rights and privileges will continue to be protected through collective solidarity at the workplace. Even though a new agreement has been negotiated, the 2002–2007 collective bargaining agreement is the version that is available in print. If you need a copy of it, contact the PSC office at (212) 354-1252. It is also available electronically on the PSC website; [www.psc-cuny.org/contract.htm](http://www.psc-cuny.org/contract.htm). The By-Laws of the City University of New York are also available on the PSC website.

To learn more about the union and union activities you may wish to participate in or if you need additional information, contact representatives of the PSC HEO Chapter at (212) 354-1252.

*There are three steps to the grievance process:*

- ➔ **Step 1**, College level: The grievance is filed with and presented to the president's designee.
- ➔ **Step 2**, University level: The grievance is filed with and presented to the chancellor's designee at the University's Office of Labor Relations. (If the PSC does not present the grievance on behalf of the employee at this step, the union is not responsible for seeking arbitration.)
- ➔ **Step 3**, Arbitration: The grievance is presented to an impartial arbitrator from the American Arbitration Association retained jointly by the union and CUNY. The arbitrator's ruling is final and binding on all parties. (Grievances that the union presented at Step 2 must be reviewed and approved by the PSC Grievance Policy Committee before they can be filed for arbitration.)

### ***Disciplinary Proceedings***

Article 21 of the contract lays out the basis for the college taking disciplinary action against a HEO and the steps that must be followed. Formal discipline may lead to removal, suspension with or without pay, or any lesser form of discipline. Above all, if an employee receives a written notice of "intent to prefer charges" from the college, he or she should contact the PSC Legal Department, at (212) 354-1252, immediately.

## **8. Promotions and Reclassifications**

The HEO series is a non-promotional series. However a supervisor may request for an employee an additional movement in the salary schedule

provisions are violated, Article 20 provides for an informal complaint procedure and a formal grievance procedure.

**A. Informal complaint:** HEO-series employees have the right to present and discuss with their supervisor an informal complaint of improper, unfair, arbitrary or discriminatory treatment related to the terms and conditions of their employment. It is the employee's choice to have a union representative present or not, but it is recommended that employees discuss their complaint with a HEO Counselor prior to presenting an informal complaint.

**B. Formal grievance:** A formal grievance is defined as a breach, misinterpretation or improper application of the contract, or an arbitrary or discriminatory application of, or failure to act pursuant to, the By-Laws and written policies of the CUNY Board of Trustees related to terms and conditions of employment. A grievance must be filed by an employee or the PSC within 30 days, excluding Saturdays, Sundays and legal holidays, after the PSC or the employee became aware of the action that is the subject of the grievance. A complaint or grievance filed after the 30-day limit will be deemed untimely, regardless of merit.

A grievance may be filed by the union on an employee's behalf or directly by a HEO-series employee on his/her own behalf with the college. Employees are advised to consult a HEO Counselor before filing a grievance on their own behalf. Any grievance filed by an employee on their own behalf (in which they are not represented by the PSC) is the sole responsibility of the employee. For grievances where the employee is represented by the PSC, only the PSC has authority to determine if the grievance will be submitted to arbitration, the third step of the grievance procedure.

## **1. Job Descriptions**

The University's By-Laws provide a broad general description of the levels of responsibility and qualifications for each of the four HEO titles. (By-Laws Section 11.14-11.17) Each particular HEO position should have a functional job description. The job description is generally given to the HEO at the time of hiring or reclassification. If you have never received a job description for your position, you can request one from either your immediate supervisor or Human Resources. If you need assistance, please contact a HEO Grievance Counselor.

## **2. Appointments and Reappointments**

After the initial appointment, HEO employees may be appointed and reappointed for seven years. Upon reappointment for the ninth year of service, the employee obtains a Certificate of Continuous Administrative Service (CCAS), a form of job security (Article 13.3b of the contract). A HEO-series employee's first appointment is for one year. The appointment year for all HEOs is from June 1 through June 30. The first-year appointment is followed by three annual reappointments. The fourth and fifth reappointments are each for two years.

Notices of reappointment and non-reappointment in the first and second year of service should be received on or before April 1 or May 1, depending on the date you were hired. All subsequent notices of reappointment or non-reappointment should be received on or before March 1. See Article 13.3 of the contract. Any HEO-series employee who

receives notification of non-reappointment should contact a PSC HEO Counselor immediately because there are deadlines for filing a grievance challenging the action. An employee who is non-reappointed after five years of continuous service is entitled to presidential reasons for non-reappointment.

It is important never to allow a misunderstanding or difference of opinion in the workplace to escalate to insubordination. HEOs should contact a HEO Counselor with any concerns.

Substitute appointments are full-time appointments and have no presumption of reappointment. Under the contract, substitutes can only serve for a maximum of two years. Time served as a substitute does not count as full-time continuous service toward the CCAS.

### **3. Annual Evaluations**

HEO-series employees may be formally evaluated at least once a year by their chairperson or supervisor appointed by the president or the appropriate dean. The professional evaluation conference should be between the HEO and the evaluator assigned. At the conference, the employee's total performance and professional development is reviewed. The supervisor must write a record of the discussion for inclusion in the employee's personnel folder, and the employee must receive a copy within 10 working days. (Article 18.3b) HEOs also have the right to request an annual evaluation, but the request must be submitted no later than 10 working days after March 1. (Article 18.3d) HEOs have the right to respond to the annual evaluation, but should consult with a HEO Counselor before submitting their response. HEOs may receive guidance

### ***Paid Parental Leave***

HEO-series employees are eligible for eight consecutive weeks of paid parental leave with full pay and benefits immediately upon the birth or adoption of a child. The specific terms of this leave are available on the PSC website and will be in the 2007-10 printed contract book.

### ***Travia Leave***

Employees who meet the eligibility requirements for retirement and who file the appropriate application to retire will be granted a retirement leave of absence (Travia Leave) with full pay, consisting of one-half of their accumulated unused temporary disability leave, which can accrue up to a maximum of 160 days. (Article 16.4)

### ***Jury Duty***

An employee who is required to serve on a jury, or is required to report to a court in response to a summons for jury duty, will receive his or her regular salary hours during such absences, provided that she/he provides to the University an amount equivalent to the compensation received. (Article 17)

## **7. Complaints, Grievances, Arbitration and Disciplinary Actions**

The preceding sections present some of the rights and protections provided by the PSC-CUNY contract. When your rights or contractual

The maximum accrual of annual leave for HEO-series employees appointed on or after September 1, 1988 may not exceed 45 days as of August 31 of any year. (Article 14.9) Anyone experiencing difficulty using accrued leave should contact a HEO Counselor immediately.

### ***Paid Holidays***

Under the contract, HEO-series employees have 13 paid holidays a year. (Article 14.7) In addition, every HEO receives four unscheduled holidays with pay. If a holiday falls on a Saturday or Sunday that is not a regular work day, the University may designate the Friday before or the Monday after as the day off, or the University may designate the holiday as an additional unscheduled holiday to be taken after the holiday for which it is substituted.

### ***Sick Leave or Temporary Disability Leave***

The term “temporary disability leave” is defined in the contract as any temporary physical or mental incapacity, including pregnancy, complications of pregnancy and childbirth. HEO-series employees receive 20 days for temporary disability during each year of service. Unused days for temporary disability are cumulative up to a maximum of 160 days. (Article 16.2) Employees are permitted to use up to three days of accrued temporary disability leave per year for the care of an ill family member. Anyone who, because of serious illness or physical or mental incapacity, is unable to perform his or her work duties for an extended period of time should consult with a HEO Counselor. Article 16 will be amended to provide for a Dedicated Sick Leave Policy and a Sick Leave Bank; the specifications of these benefits will be available on the PSC website and in the 2007–10 printed contract book, once they are finalized.

about their work and professional performance at any time from their immediate supervisor on a day-to-day basis. HEO-series employees who experience or anticipate difficulty with the evaluation process or who plan to request an evaluation are advised to consult a HEO Counselor at the union. A HEO-series employee who receives an unsatisfactory evaluation should contact a HEO Counselor immediately.

## **4. Personnel Files**

Each college is required to maintain two separate personnel files for every employee, an administrative file and a personal personnel file. (Article 19)

The administrative file contains only materials requested by the college or supplied by the employer in connection to the employee’s appointment or reappointment. The administrative file is not available for review by the employee.

The personnel file contains all other personnel information, such as letters of commendation for outstanding work performance, professional evaluations, and other records generated by the college. HEO-series employees have the right to review their personal personnel files for accuracy and should do at least once a year. No material can be placed in an employee’s file until the employee has been given the opportunity to read the contents and attach any comments. Employees may be asked to initial a document to show proof that they were provided an opportunity to read it before it was placed in the file. There should be no documents placed in a HEO’s personnel file without her or his knowledge.

An employee who is asked to sign a document that may have negative

consequences, e.g., a written reprimand or student complaint, or who discovers a document in the personnel file that he or she was not been given the opportunity to review should contact a HEO Counselor in the union office immediately.

## **5. Workload and Work Week**

HEO-series employees are required to work 35 hours per week as assigned. “As assigned” means that management has the discretion to determine the work week and the workday within the 35-hour framework. The most frequently occurring schedule is 9 AM to 5 PM, Monday through Friday. HEOs may not be required to work an excessive number of hours or be assigned an unreasonable schedule (such as split hours within a single day). (Article 15.4) Any HEO experiencing difficulty with her or his assigned hours, or who believes that he or she has been assigned an inappropriate or unreasonable schedule, should contact a HEO Counselor at the union office immediately.

### *Overtime*

According to CUNY’s interpretation of the Fair Labor Standards Act, most Assistants to HEO and many HEO Assistants are considered non-exempt employees. Non-exempt employees are entitled to compensatory time for hours worked between 35 and 40 hours. After 40 hours of work in a week, non-exempt employees are entitled to cash payment at time and a half for each additional hour worked over 40.

Full HEOs, most HEO Associates and some HEO Assistants are considered exempt employees and are entitled to compensatory time for all hours worked over 35 hours in a week. Contact your

Human Resources Department to find out whether you are exempt or non-exempt.

By agreement between the union and CUNY, when you are assigned to work more than 35 hours per week, you must receive written authorization from an administrator designated by the college president. Whenever possible, you should be given 48 hours notice. In case of emergency, when you are needed to work more than 35 hours, such authorization should be put in writing as soon as possible by an administrator designated by the college president.

Compensatory time is earned on a quarterly basis (every three months, beginning September 1). Compensatory time must be used within the quarter when it was earned but no later than 30 days after the end of the quarter. You should submit a request to your supervisor indicating how many hours you worked and when you would like to use the compensatory time. Your supervisor must schedule the use of compensatory time in consultation with you. You are supposed to be provided with quarterly statements indicating your compensatory time accrual and usage.

## **6. Holidays, Annual Leaves and Other Leaves**

### *Annual Leave*

HEO-series employees employed full-time prior to January 1, 1988, receive 25 days of annual leave per year. HEOs appointed on or after January 1, 1988, earn 15 days of leave the first year and 15 days plus an additional day for each year of service up to a maximum of 25 days after the eleventh year of service. (Article 14.3a)