

The following constitutes the agreement between CUNY and the PSC regarding CUNY's implementation of the Decision and Award by Arbitrator Howard Edelman in PSC v. CUNY, AAA Case No. 13 390 1282 06 ("Arbitration Decision"), dated July 19, 2007.

1. Employees in the Higher Education Officer ("HEO") series represented by the PSC have a 35-hour workweek as assigned. Those who are non-exempt under the Fair Labor Standards Act (FLSA) will receive compensatory time for the hours assigned between 35 and 40 hours, on an hour for hour basis, and will receive payment, instead of compensatory time, at the rate of time and one half for hours worked in excess of 40 hours in a week. Employees in the HEO series represented by the PSC who are exempt under the FLSA will receive compensatory time, on an hour for hour basis, for hours assigned in excess of 35 hours in a week. Eligibility for the compensatory time is set forth in paragraph 2 below
2. Assigned overtime hours are hours a HEO series employee is assigned to work in excess of his/her usual 35-hour workweek, as, for example, when a supervisor assigns an employee in the HEO series to work for three hours on a Saturday in addition to his/her regular Monday to Friday 35-hour workweek.

Assigned overtime hours are also hours a supervisor assigns to a HEO series employee to perform a specific project in addition to his/her usual responsibilities, which, in the opinion of the supervisor, will require the employee to work beyond his/her regularly-scheduled 35-hour workweek for a defined period in order to complete the project on time.

To the extent possible, the supervisor shall provide the employee with 48 hours notice of the assigned overtime in either of the above-described situations.

Assigned hours beyond the 35-hour workweek must be authorized in advance in writing by such administrator(s) as designated by the College President, and the employee's time records must reflect the additional hours worked. In cases where it is not practical to provide such advance written authorization (*i.e.*, an emergency) such authorization shall be put in writing as soon thereafter as practicable by such administrator(s) as designated by the College President.

3. Compensatory time earned during a quarter of the contractual HEO "leave year" (September 1 – August 31) shall be scheduled to be used as promptly as possible within the quarter, but no later than 30 calendar days after the end of the quarter in which the compensatory time was earned. The use of compensatory time shall be scheduled by the supervisor, in consultation with the employee.
4. Represented HEOs shall be given quarterly statements of compensatory time accrued and/or taken

5. Represented employees in the HEO Series who have worked more than 35 hours on assignments that meet the eligibility for compensatory time set forth in paragraph 2 above in any week between July 19, 2007 and the effective date of this implementation agreement may submit a claim for compensatory time to their college Human Resources Director within 60 days of the effective date of this agreement. Such claims must be accompanied by documentation or other evidence that the time worked was authorized. Should a college dispute any such claim, it shall have ten (10) days from the date the claim was submitted to the college Human Resources Director to produce documentation or other evidence showing that the time was not authorized.. Approved compensatory time shall be scheduled by the supervisor, in consultation with the employee, within six months of the approval of the request by the Human Resources Director. In all other respects, the time frames set forth in this implementation agreement shall take effect as of the effective date of this agreement, which shall be the date of the last signature listed below.
  
6. Except for matters expressly covered in this agreement, nothing shall prevent the PSC and/or an employee in the HEO series from pursuing grievances consistent with article 15.4 b. and/or c. of the 2002-2007 PSC-CUNY collective bargaining agreement and any successor collective bargaining agreement.
  
7. This is the entire agreement of the parties and cannot be amended, supplemented or modified except by written agreement of the parties. Any claimed violation of this agreement shall be subject to the grievance/arbitration provisions of the 2002-2007 PSC-CUNY collective bargaining agreement and any successor collective bargaining agreement.

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The City University                      Date  
of New York

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Professional Staff              Date  
Congress/CUNY