



**Office of the Vice Chancellor
for Labor Relations**

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April 26, 2013

Barbara Bowen
President
Professional Staff Congress/CUNY
61 Broadway, 15th Floor
New York, NY 10007

Dear Dr. Bowen:

Pursuant to the Letter Agreement concerning the pilot program of voluntary Phased Retirement for eligible permanent full-time members of the instructional staff, dated April 26, 2013, it is the mutual understanding of the parties that a full-time faculty member who wishes to enter phased retirement and is serving in a predominantly administrative position, such as the position of Director of an Institute or Center, should consult with the College President or his/her designee to ascertain the feasibility of a mutually acceptable phasing arrangement of an appropriate configuration and duration, not to exceed the limits set forth in paragraphs 2B and 4A of the Letter Agreement. The decision of the College President is final and will not be appealable or grievable. Nothing in this Side-Letter diminishes the ability of an eligible faculty member serving in a predominantly administrative position to retire without phasing or to decide not to retire if no agreement is reached on a plan for phasing.

If agreement is reached on a plan for phasing, the applicable terms of the Letter Agreement shall apply to phasing faculty members in predominantly administrative positions, except paragraphs 2B and 6A.

Sincerely,

Pamela S. Silverblatt
Vice Chancellor for Labor Relations

Barbara Bowen / 4/26/13
Professional Staff Congress/CUNY / Date



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Dear Dr. Bowen:

This will confirm our mutual understandings regarding The City University of New York's implementation of a three-year pilot program of voluntary Phased Retirement for eligible permanent full-time members of the PSC-represented teaching and non-teaching instructional staff as defined in paragraphs 2 and 3 below. The pilot program is effective from the 2013-2014 academic year through the 2015-16 academic year. Nothing in this agreement diminishes an eligible employee's ability to retire without phasing.

The parties will meet prior to June 30, 2015 to review the pilot program. Such review will include the name, college, department, title and length of phasing period of each phasing faculty and staff member. The University will provide the PSC with the Fall 2014 "flat file" (provided each semester pursuant to Article 5) by March 1, 2015 and will make a reasonable effort to provide the Spring 2015 "flat file" by June 1, 2015 to ensure that bargaining unit data are available to facilitate such review.

At any time prior to June 30, 2015 the parties may elect to negotiate mutually agreeable modifications to the Program. The Program will continue beyond the 2015-2016 academic year unless one of the parties provides written notice to the other by June 30, 2015 that it is electing to terminate the program as of the end of the 2015-16 academic year. In such case, individuals who commenced participation in the Phased Retirement Program during the 2015-2016 academic year, or earlier, shall be allowed to complete their phasing period.

The following provisions will govern this program:

1. The Phased Retirement Program is open only to eligible participants in the Optional Retirement Program; that is, TIAA-CREF, including the alternative funding vehicles MetLife and Guardian. It is the employee's decision to participate in the Phased Retirement Program; the program is voluntary.
- 2A. Tenured faculty, including Librarians and Counselors, and Lecturers with a Certificate of Continuous Employment ("CCE") who will have attained the age of 65 years and will

have completed 15 or more years of full-time, continuous service as of the start of their phasing period are eligible to participate, subject to the provisions of paragraphs 4A and 6A below, and subject to the provisions herein regarding Department Chairs and faculty serving in predominantly administrative positions, such as Directors of Institutes/Centers. A faculty member currently serving as a Department Chair or as an Executive Officer of a Ph.D. program is not eligible to participate while serving in such position; he/she may apply to participate and, upon approval of his/her phased retirement application, he/she must submit his/her resignation from the Department Chair/Executive Officer position by April 1, to be effective the June 30 preceding the beginning of his/her phasing period. If he/she has been approved to enter phased retirement and fails to submit his/her resignation by April 1, he/she will be deemed to have resigned from the position effective June 30. A faculty member who wishes to phase and is serving in a predominantly administrative position shall be subject to the terms in the attached side-letter.

- 2B. During the phasing period, a faculty member's work commitment shall be 50% of the contractual full-time workload for his/her title at his/her college (that is, 50% of the teaching load and 50% of other professional responsibilities), and the salary shall be 50% of the full-time salary.
- 2C. The Phased Retirement Program is not intended to result in an overall diminution of the number of tenured and/or tenure-track full-time teaching faculty. During the period of the pilot, the University will fill as many full-time teaching positions as were vacated owing to phased retirement. When the University decides on the placement of full-time teaching position(s), the staffing needs of colleges and departments from which phasing teaching faculty have retired or will retire will be given consideration.
- 3A. Employees in the Higher Education Officer title series with 13.3b status and tenured employees in the College Laboratory Technician title series who will have attained the age of 65 years and will have completed 15 or more years of full-time continuous service as of the start of their phasing period are eligible to participate, subject to the provisions of paragraphs 4B and 6B below.
- 3B. During the phasing period, the work commitment of an employee in a title in the Higher Education Officer or College Laboratory Technician title series shall be 80% of the contractual full-time workload for his/her title, and the salary shall be 80% of the full-time salary.
- 3C. The parties acknowledge the critical role of professional staff in the work of the University and have designed the relevant portions of the Phased Retirement Program to reflect that understanding.
- 4A. An employee in a faculty title may elect to phase for one, two, or three years. Such employee may elect to take Travia Leave in the final spring semester of the phasing period or may elect to be paid out for his/her Travia Leave in a lump sum following the phasing period. If the employee elects to take Travia Leave in the final spring semester of the phasing period, he/she will have a workload during the preceding fall semester equal to 25% of the annual contractual full-time workload with a salary equal to 50% of the biweekly salary rate through the day preceding the start of the spring semester. Such

employees will be paid at 100% of the full-time biweekly salary rate during Travia Leave.¹ Employees who elect to be paid Travia Leave in a lump sum will be paid for one-half of their accumulated temporary disability leave up to a maximum of one semester or the equivalent number of school days, at 100% of the full-time salary rate for their title, and will receive said payment following the end of the annual leave period following the last year of their phasing period. In no event may the combined period of phasing and Travia Leave exceed three years.

- 4B. Eligible employees in HEO or CLT titles may elect to phase for either six (6) months or one year. The employee may elect either to take Travia Leave after the phasing period or to be paid Travia Leave in a lump sum at the end of the phasing period. Such employees will be paid at 100% of their full-time biweekly salary rate during Travia Leave or shall be paid in a lump sum for one-half of their accumulated temporary disability leave up to a maximum of one semester or the equivalent number of school days at 100% of their full-time salary rate.
5. The decision to phase is irrevocable and is contingent upon an irrevocable commitment to retire at the end of the phasing period (or the combined phasing and Travia Leave period). The commitment to retire supersedes any right the employee may otherwise have had to return during or following Travia Leave. An employee who fails to retire at the end of his/her phasing period (or combined phasing and Travia Leave period) shall be deemed to have resigned as of the end-date of his/her phasing period (or combined phasing and Travia leave period).

During the phasing period, an employee may choose to retire sooner than originally planned (so long as he/she has completed his/her full phasing workload commitment for any given year), but he/she may not decide to retire later. Regardless of the length of the phasing period, all phasing for faculty members will begin on the first day of the Fall semester of the appropriate year; that is, on the third day, excluding Saturdays and Sundays, before August 30. An eligible employee in a HEO or CLT title may apply to phase starting on the first day of the Fall or Spring semester, to be approved as part of the approval process set forth in paragraph 6B.

- 6A. A faculty member who wishes to phase will be required to submit to his/her Department Chair an application that specifies the length of the phasing period and how the faculty member plans to configure his/her teaching load and other workload responsibilities in each year of the phasing period.

The faculty member may specify either:

- (a) a 50% phasing workload for the two semesters of the academic year (*i.e.*, 25% of the annual contractual workload in each semester), or
- (b) a 100% phasing workload for one semester of the academic year (*i.e.*, 50% of the annual contractual workload in a single semester).

¹ If the employee's Travia Leave extends up to the annual leave period, then one (1) month of the annual leave period will be paid at 100% of the bi-weekly salary rate and one (1) month will be paid at 50% of the biweekly salary rate.

The specified phasing workload need not be the same for each year of the phasing period. The workload for each year of the phasing period must, however, equal 50% of the annual contractual workload. The faculty member must also specify whether he/she is electing to take Travia Leave in the final Spring semester of the phasing period or to be paid out for his/her Travia Leave in a lump sum following the phasing period. (As noted above, if a phasing employee takes Travia Leave in a Spring semester, the employee must have carried a workload during the preceding Fall semester equal to 25% of the annual contractual full-time workload.)

The Department Chair shall review the application, including the faculty member's proposed workload configuration for the phasing period. Assuming the faculty member's proposed workload configuration would not impede the department's ability to meet its academic responsibilities—and assuming the faculty member is otherwise eligible—the Chair shall recommend approval to the President.

In the event that the Department Chair determines that the faculty member's proposed workload configuration would impede the department's ability to meet its academic responsibilities, the Chair may request that the faculty member consider an alternative configuration of the phasing workload. If the Chair and faculty member reach agreement on a revised workload configuration—and assuming the faculty member is otherwise eligible—the Chair shall recommend approval of the revised application to the President. If the faculty member and the Chair are unable to identify a mutually agreeable workload configuration for the phasing period, the faculty member may submit an appeal to the President regarding his/her initial proposed workload configuration. A Chair's failure to recommend approval of a faculty member's request to phase will not be grievable.

In the event that 1) the President does not approve the Chair's recommendation that a faculty member be permitted to phase in the upcoming academic year (based either on the faculty member's initial or revised workload configuration), or 2) the President denies a faculty member's appeal to phase in the upcoming academic year with the faculty member's initial proposed workload configuration, then the faculty member shall be afforded the opportunity to phase with the initial proposed workload configuration at the beginning of the following academic year (*i.e.*, one year later than initially requested).

The President's determination to defer an applicant's start-date by one year is final and will not be grievable. (In the event the request to phase is deferred, however, the faculty member retains his/her right to retire without phasing or to elect not to retire.)

Following approval of an application, any proposed changes to the faculty member's workload configuration will require the written approval of the Department Chair. The faculty member's course assignments and program arrangement will be determined consistent with Bylaw section 9.3.a2.

- 6B. Employees in the Higher Education Officer title series and the College Laboratory Technician title series who wish to phase will be required to submit to their supervisor an application to phase that specifies 1) the length of the phasing period, (*i.e.*, six (6) months or one (1) year); 2) how the employee proposes to configure his/her workweek during the phasing period, with the understanding that his/her workload must equal 80% of the

contractual workload defined in Article 15.4 of the 2007-2010 Collective Bargaining Agreement (*i.e.*, a phasing employee will have a workweek of 28 hours per week); and 3) whether the employee wishes to remain on payroll for the period of his/her Travia Leave or be paid out in a lump sum following the phasing period.

The employee's supervisor shall review the application, including the proposed workload configuration. If the supervisor determines that the employee may perform his/her job on less than a full-time basis during the proposed phasing period without adversely affecting the area or program, and if the supervisor approves the proposed workload configuration for the phasing period, the supervisor shall recommend approval of the request to the College Vice President for Administration, provided the employee is otherwise eligible to enter phased retirement (as defined in paragraphs 1 and 3 above).

If the employee's supervisor determines that the proposed workload configuration would adversely affect the area or program, the supervisor may propose an alternative workload configuration. If the supervisor and employee are unable to reach agreement on a mutually acceptable workload configuration or if the College Vice President for Administration does not approve the request, the employee may withdraw the request to phase, appeal to the President or his/her designee, or exercise his/her right to retire. The decision of a supervisor or of the College Vice President for Administration not to recommend approval of an employee's request to phase will not be grievable. The decision of the President or his/her designee on appeal is final and will not be grievable.

For employees in the titles Chief College Laboratory Technician and Higher Education Officer ("full HEO"), both the request to phase and the proposed phasing configuration are subject to approval by the College President or his/her designee, in recognition of the higher level responsibilities of these positions. The decision of the President or his/her designee will be final and will not be appealable or grievable.

7. A phasing employee will continue to receive the movement within salary schedule provided for in Article 24.2 of the Collective Bargaining Agreement and will be eligible for any applicable contractual salary increases, on a 50% or 80% pro rata basis, pursuant to paragraph 2B or 3B, as applicable. A phasing employee will continue to receive any existing salary above base, on a pro rata basis. A phasing employee will not be eligible for any other discretionary salary increases. Regardless of how the phasing employee's workload is distributed over the course of the year, salary will be paid out over the full year in equal biweekly payments (except that the amount will be different during Travia Leave, when employees will be paid at the rate of 100% of salary).
8. Deductions from a phasing employee's biweekly paycheck that are based on a specified percentage of salary will be applied to the pro-rata salary, except as required by law. Other existing deductions, whether voluntary or involuntary, from the phasing employee's biweekly paychecks will remain at pre-phased retirement levels unless authorized adjustments are made by the employee through regular procedures.

9. Pension contributions will continue to be made by the employer and the phasing employee, based on the employee's pro rata biweekly pay, during the phasing period.
10. The parties agree that it is in an employee's best interest to consult a financial professional and/or a retirement counselor before making the decision to phase. Nothing in this agreement, however, shall be construed as an obligation on the part of CUNY or the PSC to provide such advice.
11. Phasing employees will be entitled to the same health insurance and PSC-CUNY Welfare Fund benefits as full-time employees, under the same terms as full-time employees.
12. Phasing employees will accrue temporary disability leave at 50% or 80% of the pre-phasing accrual rate, as applicable; the temporary disability leave accrual cap will not change. Phasing employees may be eligible for FMLA leave, to the extent applicable. Phasing employees may apply for and receive sick leave days under the terms of the Dedicated Sick Leave policy for the balance of one semester.
13. The annual leave period for teaching faculty and faculty counselors who enter the phased retirement program will be identical to the annual leave period for the full-time position. Salary during the annual leave period for teaching faculty and faculty counselors who take their annual leave over the summer will continue to be paid at 50% of the full-time salary, except following any period of Travia Leave, in which case one (1) month will be paid at 100% of the biweekly salary rate and one (1) month will be paid at 50% of the biweekly salary rate during the annual leave period, if the employee's Travia Leave extends up to that period.

While phasing, library faculty shall earn annual leave consistent with section 14.3 b) of the Collective Bargaining Agreement, at a 50% rate.

Employees in HEO and CLT titles shall accrue annual leave during the phasing period, consistent with Article 14.3 a) of the Collective Bargaining Agreement, at an 80% rate.

At the end of an employee's phasing period, for employees in library faculty, HEO or CLT titles and consistent with section 14.9 of the Collective Bargaining Agreement, any unused annual leave accrued either during the phasing period or retained from pre-phasing accruals, up to the applicable accrual maximum, shall be paid out in a lump sum following the end of the phasing period or of Travia Leave, whichever is later.

14. A phasing faculty member may teach at CUNY for extra compensation, in addition to his/her 50% pay, during the summer and intersession periods, but not at other times. Employees in the HEO and CLT title series who taught at CUNY for extra compensation in the year preceding entering phased retirement may be permitted to continue to do so while phasing, consistent with existing University guidelines.
15. A phasing employee may work outside of CUNY, without limitation as to time or compensation, so long as the outside work does not conflict with the employee's CUNY assignment, except that if a faculty member elects to carry a full phasing workload for one semester of an academic year, he/she shall be subject to the limitations of the

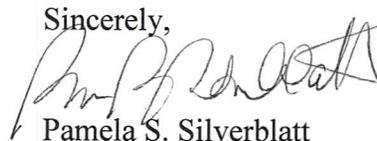
Multiple Position Policy during that semester and shall be required to submit a Multiple Position Report for that semester. Phasing faculty members remain subject to paragraphs 2.1i, 2.1iii, 2.1iv, and 2.1v of the Multiple Position Policy--pertaining to principles relating to outside work--throughout their phasing period.

16. Phasing faculty members are not eligible for Fellowship Leaves, Scholar Incentive Awards, or PSC-CUNY Research Awards. Phasing employees in HEO and CLT titles shall be eligible to apply for and receive grants from the HEO-CLT Professional Development Fund for activities to be undertaken while the employee is in the phasing period.
17. Phasing employees shall be granted a waiver of tuition fees pursuant to Article 29 of the Collective Bargaining Agreement.
18. Phasing employees will retain their rank while phasing.
19. Phasing employees will retain their tenure or CCE or 13.3 b status until they complete the phasing period.
20. Phasing employees will retain their departmental voting rights, except during any period of Travia Leave.
21. Contractual observations and professional evaluations, where applicable, will continue to apply during the phasing period.
22. Notification of intent to enter phased retirement shall be due no later than October 1 for the following academic year. Final arrangements shall be in place by February 1.² In the case of HEOs or CLTs who intend to enter phased retirement at the start of the Spring semester, notification shall be due no later than May 1 of the preceding year, and final arrangements shall be in place by October 1.
23. Phasing employees shall continue to have access throughout the phasing period to the following college facilities on the same basis on which they had access before entering Phased Retirement: college library, other CUNY libraries, electronic databases, use of college email address, college gymnasium and other sports facilities, and other college and CUNY buildings. Phasing faculty members shall be provided with office space during semesters in which they are teaching, and phasing professional staff shall be provided with an appropriate work space when working. To the extent practicable, phasing employees may retain access to their existing office space and may retain access to college resources such as parking and secretarial assistance as were provided before entering Phased Retirement. The decision of the College President regarding access to existing office space and these additional resources is final and will not be grievable.

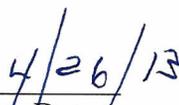
² Employees who wish to phase beginning with the 2013-2014 academic year must submit a notice of intent by May 15, 2013 and must complete their applications by June 7. Final arrangements shall be in place by June 28. HEOs or CLTs who wish to phase beginning with the Spring 2014 semester must submit their applications by September 1, 2013; final arrangements shall be in place by November 1, 2013.

Please indicate your concurrence with these terms by signing and dating below.

Sincerely,



Pamela S. Silverblatt
Vice Chancellor for Labor Relations

 
Professional Staff Congress/CUNY Date