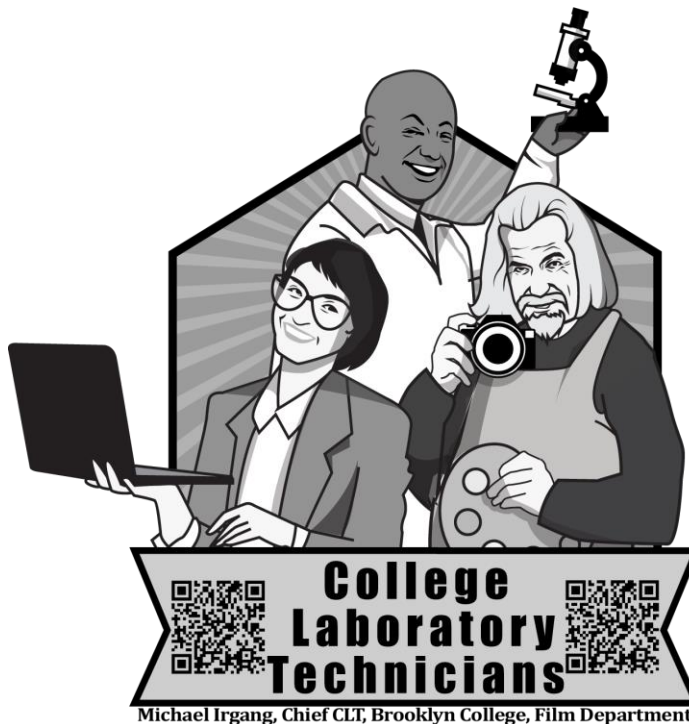


# HANDBOOK FOR COLLEGE LABORATORY TECHNICIANS

Professional Staff Congress/City University of New York  
5<sup>th</sup> Edition



Michael Irgang, Chief CLT, Brooklyn College, Film Department

**“CUNY’s Science and Technology are in our Hands”**

**TECHNICIANS ○ TECHNOLOGISTS ○ SPECIALISTS ○ SCIENTISTS**

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## FROM THE PSC PRESIDENT

Dear CLT Colleagues,

College Laboratory Technicians (CLTs) are the backbone to CUNY's science and technology programs. You work in critical facilities throughout the University, from laboratories, studios, and theaters, to libraries and technology centers. You are the reason materials are prepared for classes, experiments, and productions, providing key supports to student learning, both online and in-person. The university and CUNY students benefit from your tireless dedication. I am proud to represent you. This handbook is a guide to your rights and benefits.

CLTs have been an active part of the union, and they have secured vital protections for themselves. In the early days of the union, CLT leaders secured the right to being covered under the state law governing tenure.

And there have been more gains for CLTs over the years, including equity increases to CLT salaries, access to professional development grants, and salary increases for CLTs with advanced degrees. In the most recent PSC-CUNY contract, we were able to secure equity raises for CLTs who were among the lowest paid workers in our bargaining unit. Salaries for CLT titles increased between 12% to 17% over the course of the 2017-2023 contract.

But more needs to be done. Chronic underfunding has hit the university hard, including CLTs. You work with expanded workloads with outdated job titles with little opportunity for promotion. You continue to do more with less. By being an active union member, you help improve the working conditions at CUNY for yourself and your colleagues. Many of the rights and benefits in this handbook were won because of union activism.

It will take a collective effort of all titles working together to secure the needed gains for CLTs. A win for one is a benefit to us all. I look forward to working with you.

In solidarity,  
James Davis  
PSC President

## FROM THE CLT CHAPTER CHAIR

Welcome to the CLT Chapter of our union, the PSC. CLTs are the backbone of CUNY, leading the way for our next generation of educated citizens. It is an honor and privilege to serve and represent you as your chapter chair.

Our CLT Chapter represents all College Laboratory Technicians, working across over 150 unique CUNY departments, in full-time and adjunct titles. CLTs are highly skilled professionals and work alongside faculty, staff, and students, preparing CUNY students for twenty-first century jobs, equipping our colleagues with tools, skills and resources to be successful in classrooms, labs, studio, theaters, greenhouses, sports complexes, offices and centers. Given our advanced technical skills and our early adoption of technological innovations, we do essential and invaluable work at CUNY to make CUNY run.

As chapter chair, I want to ensure that your rights are clearly understood, protected and defended. This handbook is your guide. Use it as a reference. Also, get involved with the union, and collectively we can raise our voices together for needed improvements to our work lives and for the common good. As your chapter chair, I will work hard each day to make sure you are represented and respected.

Membership in the PSC union means a better contract and a better CUNY. It means raises, job protections, and better working conditions for CLTs and other professional staff and faculty; it means a better education for CUNY students. Union dues pay for things like contract negotiations, campaigns related to the contract, and grievance counselors. If you have not done so yet, please join the union at <https://psc-cuny.org/join-psc>. I look forward to meeting you and working together. The chapter and the union will be stronger with your involvement and commitment.

Sincerely,  
Jeanette D. Batiz  
Chair, PSC CLT Chapter  
[psccunyclt@gmail.com](mailto:psccunyclt@gmail.com)

# INTRODUCTION

This handbook has multiple purposes:

- To serve as a compendium of College Laboratory Technicians' rights and responsibilities.
- To familiarize newly appointed CLTs with the procedures for appointment, reappointment, promotion and other contractual protections.
- To invite CLTs to contact the chapter officers for advice and assistance and to become involved in the work of the union.

**This handbook is not an official document, but a simplified guide to your contractual rights under the PSC-CUNY agreement as seen by the PSC. Sometimes, representatives of CUNY management have other interpretations regarding our contractual rights.**

The official documents that define the conditions of your employment are the Bylaws of the Board of Trustees of CUNY, the Collective Bargaining Agreement between the PSC and CUNY (the contract), the written policies of the Board of Trustees and your college governance document. There are also arbitration awards and grievance decisions in which contractual rights and responsibilities have been delineated.

The contractual provisions referenced in the footnotes of this handbook refer to the 2017-2023 PSC/CUNY contract, the Memorandum of Agreement for the period 12/01/2017-02/28/2023. The contract can be read online at: <https://psc-cuny.org/cuny-contract>.

If you have reason to believe that your rights have been violated or that you have been given non-CLT responsibilities, call the PSC Central Office to speak to a CLT grievance counselor immediately at (212) 354-1252. **They can help you resolve your problem(s).**

## ABOUT OUR UNION

The Professional Staff Congress (PSC) is the union that represents 30,000 faculty and staff at the City University of New York (CUNY) and the CUNY Research Foundation. It is dedicated to advancing the professional lives of its members, enhancing their terms and conditions of employment, and maintaining the strength of the nation's largest, oldest and most visible urban public university. The union negotiates, administers and enforces collective bargaining agreements; it protects the rights of staff through the grievance and arbitration process; it engages in political activity on behalf of CUNY and its staff and students; and it advocates for the interests of the instructional staff in its various forums. Every employee hired to a PSC-represented position is covered by the contract. You can read the PSC contract at <https://psc-cuny.org/cuny-contract>.

The PSC is affiliated with several larger labor organizations, including New York State United Teachers (NYSUT), the American Federation of Teachers (AFT), the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), and the American Association of University Professors (AAUP). The PSC is part of the NYC Central Labor Council (CLC) and the NYC Municipal Labor Committee (MLC) and partners with the CUNY Rising Alliance and other local and national coalitions fighting for the future of public higher education. Learn more at <https://psc-cuny.org/about-us/psc-history>.

### **CLT Chapter Dignity at Work Policy**

The PSC/CUNY CLT Chapter is committed to protecting dignity and respect across the University. This policy aims to promote respect, dignity, safety and equality in the workplace. Every CUNY worker should be aware that all forms of discrimination, bullying, harassment, victimization and violence are unacceptable, and every CUNY worker has a duty to behave in an acceptable and respectful manner. All members are expected to treat each other with dignity, courtesy and respect at all times. We are fully committed to sustaining a positive and mutually supportive working environment free from harassment, discrimination, bullying, violence and victimization, where members can work collaboratively and productively together, and where all members are equally valued and respected. (Adopted October 1, 2018)

## HOW TO BECOME A PSC MEMBER

PSC membership is open to all CUNY full-time and Adjunct CLTs who are represented by the union and to those who retire from these positions. Every member who joins the union increases our collective strength. Joining the union enables you to participate in the active life of the PSC. You gain the right to vote in union elections and contract ratifications, to run for a union leadership position, and to have a formal role in the policy and direction of our union. In addition, union membership allows you to take advantage of the benefits of our national and state affiliates, detailed in point 53 in this handbook.

The best way to protect your job and yourself is to be informed and to get involved:

- Volunteer to take action.
- Attend meetings, rallies, marches, campus governance meetings.
- Join focused committees or start one with guidance from a chapter chair.
- Organize a CLT council on your campus.
- Participate in labor-management meetings on your campus.
- Vote for the contract and in union elections.
- Meet and lobby elected officials.
- Testify at labor-management, and at hearings of the CUNY Board of Trustees and the City Council hearings.
- Run for union leadership positions.

Non-members do not have the right to vote in union elections, do not have the right to run for union leadership positions, cannot vote on contract ratifications, and do not have a formal role in the policy and direction of the union.

Exercise your right to join our union, the PSC, by completing a membership authorization card. Membership cards may be obtained by calling the PSC membership department at (212) 354-1252, contacting your chapter chair, or submitting an online application at [www.psc-cuny.org/join-psc](http://www.psc-cuny.org/join-psc).

If you have recently changed your address, phone, college, email, etc., you can update your membership information here: [psc-cuny.org/update-your-membership-information](http://psc-cuny.org/update-your-membership-information).

## SOURCES OF INFORMATION

The **PSC website** at [www.psc-cuny.org](http://www.psc-cuny.org) provides general information about the PSC and its activities, important documents such as the contract, memoranda of agreement, salary schedules, side letters of agreement, the *Clarion* and links to important sites such as CUNY, NYSUT, AFT and related organizations. Reach the PSC Central Office by calling (212) 354-1252 or complete the webform at <https://psc-cuny.org/form/contact-us/>.

*Clarion* is the PSC's monthly newspaper. Members of the PSC are mailed a print edition of this newspaper. An online version is available on the PSC website.

*This Week in the PSC* is the weekly e-newsletter of the PSC. It is generally emailed to subscribers every workweek during the academic year (and intermittently during the summer and winter breaks). Sign up for the *This Week* e-newsletter at <https://psc-cuny.org/about-us/sign-me-week-e-newsletter>.

The **PSC-CUNY Welfare Fund** administers a variety of supplemental health benefits including prescription drugs, dental, vision, death benefits, disability and extended medical care. Their website is located at <https://www.psccunywf.org> and can be reached by calling (212) 354-5230 or email [communications@psccunywf.org](mailto:communications@psccunywf.org).

**CLT Chapter website:** <https://psc-cuny.org/about-us/college-lab-technicians>

**CUNY website:** <https://www.cuny.edu/>.

### Social Media Platforms

- **YouTube channel:** <https://www.youtube.com/@PSCCUNYCommunication>
- **Facebook:** <https://www.facebook.com/PSC.CUNY>
- **X:** [https://twitter.com/PSC\\_CUNY](https://twitter.com/PSC_CUNY) Tweet us using @PSC\_CUNY
- **Instagram:** [https://www.instagram.com/psc\\_cuny](https://www.instagram.com/psc_cuny)

**CLT chapter chair email:** [psccunyclt@gmail.com](mailto:psccunyclt@gmail.com)

**PSC staff contacts:** <https://psc-cuny.org/about-us/staff>

**PSC grievance counselors:** <https://psc-cuny.org/who-we-are/grievance-counselors>

**PSC Constitution:** <https://psc-cuny.org/about-us/constitution>



**PSC Election Rules:** <https://psc-cuny.org/about-us/elections-committee/rules>

If you have any questions, call or email a CLT officer, PSC union representative or grievance counselor. The only dumb question is the one not asked!

## **PSC & CLT CHAPTER STRUCTURE**

<b>BODY</b>	<b>MEMBERS</b>	<b>NOTES</b>
PSC Executive Council	President, First Vice President, Secretary, Treasurer	Elected every three (3) years by all PSC members. Commonly referred to as the Principal Officers (POs).
	University-Wide Officers, Senior College V.P., Senior College Officers, Community College V.P., Community College Officers, Part-Time Personnel V.P., Part-Time Personnel Officers, Retiree Officers	Elected on same ballot as above by appropriate campus constituents, not by CLTs or HEOs.
	Cross Campus Units V.P., Cross Campus Units Officers	Elected on same ballot as above, but only by members of the CLT, HEO, RF, Central Office Chapters and Registrars.
Convention Delegates	Delegates to NYSUT and AFT Conventions and, separately, to AAUP conventions	Elected on same ballot as above by all PSC members.
	PSC Executive Council (see above)	
Delegate Assembly	Chapter Delegates, Alternate Delegates	Elected with Chapter Officers every 3 years; Chapter Chair automatically a Delegate
Chapter Executive Committee	Chapter Chair, Vice Chair, Secretary, Officers-At-Large, Delegates, Alternate Delegates	Elected every three (3) years by chapter members in staggered elections
		CLTs and HEOs from all CUNY worksites constitute two respective cross-campus chapters. Faculty and adjuncts constitute campus/worksite-based chapters.
	Welfare Fund Representatives	Elected every three (3) years by campus chapters.
CLT Chapter Expanded Executive Committee (Created by CLT Chapter)	CLT Executive Committee	
	CLT Campus Representative	Elected by campus CLTs or appointed by CLT Executive Committee
	PSC Executive Council CLT Officers	
	CLT Grievance Counselor	
	CLT Advisor	
	CLT Representative to PSC HEO-CLT Professional Development Fund Committee	

## COMPLAINTS, GRIEVANCES AND ARBITRATION

The following sections present your rights as stated in the contract, CUNY Bylaws, State Education Law and other binding documents. Your rights are protected by enforcing the contract through its grievance provisions.

Article 20 of the contract establishes complaint, grievance and arbitration procedures in the event that you or the PSC perceives a violation(s) of your rights. You should become familiar with the provisions of this article (<https://psc-cuny.org/contract/article-20-complaint-grievance-and-arbitration-procedure>).

“Timeliness” is very important in the grievance process. For instance, you have thirty (30) working days, excluding Saturdays, Sundays and legal holidays, from the time you become aware of a violation of the contract to file a grievance. If you delay, the grievance can be denied simply on the basis of timeliness rather than on the substance of the grievance. For denial of reappointments, with or without tenure, the grievance filing deadline is 30 working days from December 1 for those in their second or more years of service. For those in their first year of service hired on September 1, the grievance filing deadline is thirty (30) workdays from April 1. For those in their first year of service hired on February 1, the grievance filing deadline is thirty (30) workdays from May 1.

Contact a PSC grievance counselor as soon as you become aware that your rights have been violated. Talking to a counselor does not obligate you to file a grievance. The counselor can help you understand your options and offer guidance.

The agreement between the PSC and CUNY distinguishes between a complaint and a grievance:

- **Complaint** — an informal claim by an employee of the bargaining unit, or by the PSC, of improper, unfair, arbitrary or discriminatory treatment. A complaint may or may not be grievable.
- **Grievance** — an allegation by an employee or the PSC that there has been:

- (1) a breach, misinterpretation or improper application of a term of this agreement; or
- (2) an arbitrary or discriminatory application of or a failure to act pursuant to the Bylaws and written policies of the Board related to the terms and conditions of employment.

Article 20.4 of the contract enumerates the three steps of the grievance mechanism:

- Step One (1) — The College or local level. The grievance is filed with and presented to the college president's designee.
- Step Two (2) — The University level. The grievance is filed with and presented to the chancellor's designee.
- Step Three (3) — Arbitration. The grievance is presented to an impartial arbitrator from the American Arbitration Association retained jointly by labor and management. The arbitrator's ruling is final and binding on the college, the University and the Union.

Article 39 of the collective bargaining agreement permits the union to file grievances concerning alleged violations of health and safety standards established under the Occupational Safety and Health Act of 1970. A university-wide labor/management committee on health and safety works cooperatively to resolve hazardous conditions identified in grievances.

**If you believe your rights have been violated or if you have received a denial of reappointment notice, you should contact the PSC Office of Contract Enforcement immediately by calling (212) 354-1252, or by emailing the appropriate contract enforcement staff, which can be found here: <https://psc-cuny.org/about-us/staff>.**

## CONDITIONS OF WORK

### 1. Title, description, and minimum qualifications

Full-time CLT positions are tenure-bearing, non-teaching instructional staff positions, providing technical support in CUNY laboratories, studios, theaters and other technical and technological areas.<sup>1</sup>

The CUNY Code of Practice provides general information regarding the CLT title series, general title definitions and minimum degree qualifications.

[www2.cuny.edu/about/administration/offices/hr/policies-and-procedures](http://www2.cuny.edu/about/administration/offices/hr/policies-and-procedures)

Your *administrative title* (CLT title series title) is the contractual payroll title in which you are employed or hired.

Your *functional title* is more informal and more accurately reflects your day-to-day activities. Job descriptions for CLTs holding the same title often vary, because their functional responsibilities are different. Your job description is specific to the department and college where you are employed. If you do not have a functional title job description, ask your chairperson or supervisor for it.

A Certificate of Fitness for Non-Production Chemical Laboratories (C-14) is required by the NYC Fire Department (FDNY) of any CLT required to store, handle or use hazardous materials in a non-production laboratory or a laboratory unit in quantities exceeding 1 gallon (3.8 L) of flammable liquid, 1 gallon (3.8 L) of combustible liquid or 75 SCF (2.12 m<sup>3</sup>) of flammable gas.

A non-production chemical laboratory is a building or portion of a building where chemicals or gases are stored, handled or used on a non-production basis for testing, research, experimental, instructional or educational purposes. At least one (1) C-14 Certificate of Fitness holder shall be present on each floor of the laboratory unit on which laboratory operations requiring a permit are being conducted. All laboratories must be built to specifications set by the NYC Department of Buildings (DOB).

This Certificate of Fitness is valid only at a specific location and for the specific person to whom it is issued.<sup>2</sup>

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<sup>1</sup> NYS Education Law Section §6212, Bylaws, 6.2a

<sup>2</sup> Source: <https://nyc-business.nyc.gov/nycbusiness/description/cof-c14>

## **2. Reassignments and Transfers**

Management is permitted to reassign a CLT to any appropriate position. However, no such reassignment shall carry a reduction in rank, or a reduction in salary, or have an effect on tenure or time to tenure.<sup>3</sup>

All reassignments shall be confirmed by written notification from CUNY management.

## **3. Personnel Decisions (Process)**

In general, the process for reappointment and promotion of full-time CLTs parallels that of the teaching Instructional Staff, except that CLTs are eligible for tenure after five (5) years of continuous full-time service. While specific procedures may vary from campus to campus, the general procedures are as follows:

- The department P&B committee recommends appointment, reappointment, reappointment with tenure and promotion. The Chairperson submits his or her recommendation to the College P&B. The College P&B then submits its recommendation to the President. Should the President accept the recommendation of the committees, the President then submits the recommendation to the CUNY Board of Trustees for approval.
- There are specific requirements for promotion to Chief CLT. If you wish to be promoted, write to your chairperson, stating reasons to support your promotion. If your request is not presented to the P&B committee, or if you receive a negative decision by the committee, contact your CLT Chapter representative on campus or the CLT grievance counselor at the PSC Central Office for a clarification of your contractual rights.

Adjunct CLTs are eligible to apply for promotion in the same manner as full-time CLTs.

## **4. Notification of Reappointment and Non-Reappointment**

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<sup>3</sup> Bylaws: Section 6.5

Under Article 10, all CLTs shall receive written notice of reappointment or of non-reappointment on the following schedule:

Full-time CLTs hired on an annual basis in their first year of service shall receive notification of reappointment or non-reappointment as follows:

- Persons hired on September 1, on or before April 1;
- Persons hired on February 1, on or before May 1;
- Persons hired in Institutes and Centers; on or before May 1.

Full-time CLTs hired on an annual basis in their second or later years of continuous service shall receive such notice on or before December 1, except that:

- CLTs hired in Institutes and Centers, on or before May 1;
- Persons reappointed as the direct result of a proceeding resolving a grievance or complaint under Article 20 of the then current agreement between the University and the PSC (i.e., a Step I decision, a Step II decision, a settlement agreement, arbitral award, or select faculty committee recommendation), on or before May 1.

Adjunct CLTs hired on a semester basis shall receive such notice on or before December 1 in the fall semester or May 15 in the spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum, which shall be communicated to the employee as soon as they are known to the appropriate college authorities.

An Adjunct CLT who has served as an adjunct in the same department of the college for not fewer than six (6) consecutive semesters (exclusive of summer sessions) during the three (3) year period immediately preceding the appointment, to whom the college intends to offer another appointment, shall be notified on or about May 15 of appointment for both the following fall and spring semester. Such notification of appointment shall be subject to sufficiency of registration and changes in curriculum in each semester, which shall be communicated to the employee as soon as they are known to the appropriate college authorities.<sup>4</sup>

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<sup>4</sup> Contract: Article 10

CLTs who have applied for reappointment and are denied may exercise their right to appeal the decision through the college's appeal process. If the college appeal process does not end in an appeal to the President, CLTs have the right to appeal directly to the President under Article 9.10 of the contract. If your appeal is denied by the President, under Article 9.10 of the contract, you have ten (10) calendar days to request a letter of reasons for the denial of the appeal. If you decide to appeal a non-reappointment, contact a CLT grievance counselor at the PSC for advice on how to proceed.

## **5. Professional Evaluations**

Under Article 18 of the contract, the purpose of professional evaluations is to encourage professional improvement and to provide a basis for decisions on reappointment, tenure and promotions. Preferably once each semester, but at least once each year, each CLT shall have an evaluation conference with the chairperson or supervisor designated by the appropriate Dean or President. At the conference, the CLT's total performance and professional progress shall be reviewed and discussed. If there are issues with your performance/progress, the chairperson or designated supervisor must provide guidance as to how to improve your professional performance. Also, the CLT has the right to raise any issue they think is pertinent at the evaluation conference.

A written record of the evaluation discussion shall be prepared by the chairperson or designated supervisor for placement in the employee's personnel file. The report must include items raised by the employee and reflect the discussion that occurred. A copy must be given to the employee within ten (10) working days of the conference.<sup>5</sup> The report should be given to you to read and initial and then placed in your personal personnel file. Initialing the report does not indicate your approval, only that you have seen it. Take careful note of the evaluator's suggestions. You should be in a position at the next conference to show that any deficiencies have been corrected. After four (4) semesters of service, an annual evaluation for an Adjunct CLT shall be held at the request of the chairperson or the Adjunct CLT, provided, however, that if such evaluations are conducted at the request of the Adjunct CLT, such evaluations may not be conducted more than once every four (4) semesters.

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<sup>5</sup> Contract: Article 18

In the event that a date for yearly evaluation is not scheduled by March 1, the CLT shall, within ten (10) working days thereafter, file a request for an observation and/or conference with the chairperson or supervisor. A copy of the request shall be sent to the appropriate Dean and the Office of the President. Failure of the CLT to file the request shall bar the CLT from subsequent complaint regarding such non-compliance with the above-stated scheduling requirement. Upon receipt of the request, the Dean or President shall cause appropriate remedial action to be taken to ensure compliance with this provision for an annual evaluation.

## **6. Personnel Files<sup>6</sup>**

The college or unit must maintain two files comprising the personnel files for each employee. One is the *personal* file and the other is the *administrative* file. Your personnel file should be kept centrally at the college or unit, not in your department.

The *personal* file may contain:

- Personnel information
- Information relating to the employee's academic and professional accomplishments
- Records generated by the college or unit
- Memoranda of discussions with the employee relating to evaluations of the employee's professional performance

A CLT has the contractual right to ask that documents be placed in the file related to their academic or professional performance. Submit your document to the individual at your college responsible for maintaining the files.

No materials shall be placed in the *personal* file by management until the employee has been given the opportunity to read the contents and to attach any comments he or she may desire. Each document placed in the file shall be initialed and dated by the

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<sup>6</sup> Contract: Article 19



employee as evidence of their having read the document. Initialing does not constitute approval of the contents of the document. If a CLT refuses to initial a document after having been given the opportunity to read it, a statement to that effect shall be attached to the document before it is placed in the file.

Your *personal* personnel file should be available for examination at your request. It is suggested that CLTs examine their *personal* personnel file every year to verify its accuracy. If you find any document that has been placed in the file without your prior knowledge, do not initial it. Contact a CLT grievance counselor at the PSC for advice on how to proceed.

The *administrative* personnel file shall contain only materials requested by the college or department in connection with the employee's employment, promotion or tenure and shall only be available to individuals or committees responsible for review and recommendation of the employee for appointment, reappointment, promotion or tenure.

## **7. Tenure<sup>7</sup>**

The CLT title series is a tenure-bearing line with a “tenure clock” (the untenured period) of five years. Reappointment with tenure will occur after five (5) full years of continuous service. CLTs who are appointed for a sixth (6<sup>th</sup>) full year, shall have tenure effective on the first day of September following their reappointment for the sixth (6<sup>th</sup>) full year.

Untenured CLTs have four years to prepare the portfolio they wish to present for tenure. Expectations vary from discipline to discipline, and from college to college. The best way to prepare is to start early and be in close contact with your department chairperson. From the semester you arrive at CUNY, start keeping your own file of professional material: your publications, your conference papers, syllabi, or positive feedback from students. Add these documents to your file. Having material on hand will help enormously when you begin preparing your tenure materials.

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<sup>7</sup> Bylaws: Sections 6.2, 6.3

## 8. Promotion<sup>8</sup>

The CLT title series is a promotional title series with percentage goals for increased promotional opportunities defined in Article 22 of the contract. All CLTs seeking promotion to Senior or Chief CLT must submit a written notification of intent to apply for promotion to the department chairperson. Written notification can take the form of an email or a letter.

A promotion to a higher title is based on the needs of the department. It is not granted simply for excellent performance. The college must first approve a newly developed or greatly expanded job description before a position at the higher rank can be established; then a candidate can be considered for promotion into the position. The new position must meet CUNY's standard for the title sought. The Code of Practice does not deem longevity and seniority as sufficient reasons for promotion or appointment to a higher title.

CLTs who have applied for promotion and are denied may exercise their right to appeal the decision through the college's appeal process. If the college appeal process does not end in an appeal to the President, CLTs have the right to appeal directly to the President under Article 9.10 of the contract. If your appeal is denied by the President, under Article 9.10 of the contract, you have ten (10) calendar days to request a letter of reasons for the denial of the appeal. If you decide to appeal a denial of promotion, contact a CLT grievance counselor at the PSC for advice on how to proceed.

Promotion does not affect your tenure status or service time toward tenure.

## SALARY

### 9. Salary Schedules

For full-time and Adjunct CLT titles, salary schedules are in Article 24 of the contract and on the PSC website at <https://psc-cuny.org/contract/article-24-salary-schedules>.

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<sup>8</sup> Contract: Article 22; Bylaws: Section 9.6

## 10. Movement within Salary Schedule<sup>9</sup>

For full-time CLTs, movement from one schedule step to the next higher step of the same schedule shall take place on the January 1 of each succeeding year following completion of at least ten (10) full months of service.

The last two steps on the salary schedule are an exception to the preceding paragraph. The penultimate step on the salary schedule is known as the “five-year step.” CLTs shall be eligible to receive the “five-year” step not later than upon completion of five (5) years of service at the preceding step, known as the “last one year step.” Following the “five-year step” in the salary schedule is the “seven-year step.” CLTs shall be eligible to receive the “seven-year step” not later than upon completion of two (2) years of service at the five-year step.

For Adjunct CLTs, movement from one schedule step to the next higher step of the same schedule shall take place on the July 1 following completion of six (6) semesters of employment as an Adjunct CLT at CUNY over each three-year period, including summers.

It is an Adjunct CLT’s responsibility to notify the Human Resources Office at each college where they are employed regarding their CUNY-wide work history to make sure that they are on the right salary step. You may request from the Human Resources Office an “employment verification letter,” which will include dates of hire and salary information.

The college has the contractual obligation to notify you of your title and hourly rate of pay in your appointment letter. If you believe that your hourly rate of pay is incorrect, you must notify your college’s Human Resources Office in writing within 30 calendar days of the first day of the semester to receive a retroactive pay adjustment for the semester. Keep a copy of all communications! It is a good idea to periodically check your records for accuracy.

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<sup>9</sup> Contract: Article 24.2

## **11. Salary Differentials for CLTs with Advanced Degrees**

All full-time CLTs, Senior CLTs and Chief CLTs who hold a master's degree from an accredited university in a field related to their job duties shall receive a \$1,000 annual salary differential. All full-time CLTs, Senior CLTs and Chief CLTs who hold a doctoral degree from an accredited university in a field related to their job duties shall receive a \$2,500 annual salary differential. The differential becomes a permanent part of the CLT's base salary as long as they remain in a full-time title in the CLT series.<sup>10</sup>

Eligible CLTs shall contact their college Human Resources Office to request the salary degree differential and provide the necessary documentation.

## **PROFESSIONAL DEVELOPMENT**

### **12. HEO-CLT Professional Development Fund<sup>11</sup>**

Full-time CLTs who have worked at CUNY for at least six (6) months and Adjunct CLTs who are working an average of ten (10) or more hours per week (and have worked an average of ten (10) or more hours per week for four (4) consecutive semesters immediately preceding the semester in which application is made, not including summers) are eligible to apply for a professional development grant of up to \$3,000. Applications are screened by a committee of HEOs and CLTs appointed by the PSC. The decisions of the committee are final.

All activities should be directly related to development of skills and resources necessary to complete the professional duties of an applicant's position at CUNY. Such activities include: conferences, conventions, seminars, training, workshops, course fees, tuition, research projects and field studies, books required for related professional development activities, and professional organization dues. (See also point 48 for information on tuition waivers at CUNY.)

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<sup>10</sup> Contract: Article 24.8

<sup>11</sup> Contract: Article 33.5

More information, limitations, application, and deadline dates are available at <https://psc-cuny.org/benefits/heo-clt-professional-development-fund/>.

### **13. CUNY Professional Development and Learning (PDL) Office**

The PDL Office provides CLTs with professional development and training opportunities that are designed to enhance their knowledge, skills, and competencies. CLTs may participate in trainings offered by NYC Department of Citywide Administrative Services (DCAS), Citywide Training Center (CTC), LinkedIn Learning, and the New Supervisors Professional Development Program, to name a few. More information can be found here:

<https://www.cuny.edu/about/administration/offices/hr/professional-development-learning-management>.

## **TIME AND LEAVE**

### **14. Timesheets**

CUNY requires CLTs to fill out timesheets. In recent years, CUNY has changed their time-sheet practices at many colleges and will institute a uniform timekeeping system CUNY-wide in the next few years.

CLTs required to submit timesheets shall report the actual hours worked. Whenever possible, changes in your work schedule should be approved by your supervisor in advance.

Supervisors are required to sign the timesheet attesting that the hours were worked, whether or not the time was authorized. Supervisors may refuse to sign the CLT's timesheet only if the supervisor believes that the time recorded is not an accurate reflection of the time the employee actually worked.

If you have submitted a timesheet and believe there is an error in your paycheck or non-payment for hours worked, or if your supervisor refuses to sign your timesheet, contact a CLT grievance counselor at the PSC for advice.

## 15. Meal Periods<sup>12</sup>

CUNY offers a daily 60-minute meal break to full-time CLTs. (State labor law mandates a minimum of 30-minute meal break.) Meal breaks cannot be used to arrive late or leave early during the workday.

CLTs earn an additional twenty-minute (20) meal break between 5:00 pm and 7:00 pm, if their workday begins before 11:00 am, and ends after 7:00 pm.

In some special instances where only one CLT is on duty, the CLT may be asked to eat on the job without being relieved and it is permissible so long as the CLT voluntarily consents to these arrangements. However, an uninterrupted meal period must be afforded to every CLT who requests this from their supervisor. **The CLT should clarify with the supervisor how the one-hour (1) meal break that they are being asked to work through will be counted toward the thirty-five-hour (35) week schedule. Any changes to the work schedule should be confirmed in writing.**

## 16. Work Schedule

Full-time CLTs are required to work a thirty-five-hour (35) week as assigned. Management has the right to assign your work schedule, but you have certain contractual rights:

- The work week is to be scheduled in not more than five (5) days in any week totaling thirty-five (35) hours, i.e., you cannot be scheduled for thirty-five (35) hours over six (6) days.<sup>13</sup>
- The hours you are scheduled to work in any one day must be consecutive. For example, 9:00 am to 1:00 pm and 5:00 pm to 8:00 pm (“split” schedule) is not permissible.<sup>14</sup>
- CLTs may be scheduled to cover evening courses as part of their regular schedule, for example 2:00 pm to 10:00 pm with one (1) hour for a dinner

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<sup>12</sup> NYS Labor Law Section §162

<sup>13</sup> Contract: Article 15.4-b

<sup>14</sup> Contract: Article 15.4-d

break, except those appointed prior to September 1, 1973, whose original schedule did not include an evening assignment.<sup>15</sup>

- You can be assigned weekly work schedules that vary, but your contractual work week is thirty-five (35) hours. If you are required to work extra hours some days, the total hours for the week should not exceed thirty-five (35). Time worked over thirty-five (35) hours per week should be compensated as overtime, not compensatory time. (See point #19.)
- If your regular work schedule is changed, management is required first to consult with you and the PSC. For example, if you are assigned to evening classes, but have a prior commitment on Tuesday evenings, every effort must be made to accommodate your obligations.<sup>16</sup>

If you are assigned to a non-air-conditioned work area, you may leave one (1) hour earlier than scheduled, from the Monday following commencement through August 29. A work area is considered non-air-conditioned when the normal air-conditioning is not functioning.<sup>17</sup> If the area temperature exceeds 85°F, that area is considered non-air-conditioned.<sup>18</sup>

## **17. Flexible Work Arrangement**

CUNY permits staff to work modified work schedules including flexible hours work weeks after consultation with and approval by their supervisor. Prior to the implementation of any modified work schedule, supervisors and CLTs must take adequate steps and make appropriate arrangements to ensure that support services and University operations will continue without interruption while modified schedules are in place. Flexible hours involve modifying the start and end times of regular daily hours.

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<sup>15</sup> Letter of Agreement, 1977

<sup>16</sup> Arbitration Decisions: Levy, Taylor

<sup>17</sup> Contract: Article 15.4b

<sup>18</sup> Board of Trustees Directive, 1979

## 18. Remote Work Agreement

An agreement was reached during impact bargaining during the COVID-19 pandemic that permits CLTs to request to work remotely for a portion of their regular work week for a specified period of time, subject to the approval of the CLT's supervisor. Remote work is discretionary and subject to operational needs of the University. The agreement is not a contractual right and is renewed at the discretion of management each year.

CLTs granted a remote work arrangement are subject to the same job performance standards for their position that were in place prior to the remote arrangement.

Supervisors should clearly communicate expectations for work assignments, check-ins and any other parameters relevant to supporting a remote arrangement.

## 19. Contractual Overtime

Where a CLT works over thirty-five (35) hours a week, they are entitled to one of the following:

- Multiple position: A multiple position is a regular weekly assignment in a semester to a different job than the CLT's regular full-time assignment. Where this occurs, the CLT is entitled to up to a maximum of six (6) hours per week for a non-teaching assignment and up to three (3) hours per week for a teaching assignment, payable at the appropriate adjunct non-teaching or adjunct teaching rate. No multiple position may be assigned during the CLT's normal working hours.
- Contractual Overtime: Where a CLT is assigned to work more than thirty-five (35) hours in a week or is assigned special sessions, (evening or summer evening assignment beyond their normal assignment) they are entitled to be compensated at the Adjunct CLT rate contained in Article 24 of the contract for all hours over thirty-five (35).
- FLSA Overtime: Where a CLT is assigned to work more than forty (40) hours in a week, they are entitled to be compensated in accordance with their FLSA exemption status.



## **20. Fair Labor Standards Act (FLSA) Overtime**

CLT series titles may be considered Non-exempt or Exempt for the purposes of overtime under the Fair Labor Standards Act (FLSA). You should check with Human Resources to determine your FLSA status.

*Non-exempt* status means that you are entitled to be paid at time and one-half (1.5) for every hour actually worked over forty (40) hours in a week. You continue to be eligible for the contractual overtime at the Adjunct CLT rate for all hours worked between thirty-five (35) and forty (40) hours a week.

*Exempt* status means that you are not entitled to FLSA overtime pay.

All CLTs are entitled to contractual overtime at the Adjunct CLT rate for hours worked above thirty-five (35) hours for special sessions (evening, summer evening).<sup>19</sup>

## **21. Annual Leave**

CLTs hired prior to January 1, 1988 are entitled to twenty-five (25) workdays of annual leave per year.

CLTs hired after January 1, 1988 accrue fifteen (15) days of annual leave during the first year of service. During the second year of service through the eleventh year of service or more, the accrual rate is fifteen (15) days plus one additional day for each year of service to a maximum of twenty-five (25) days per year.

CLTs, in most cases, can accumulate up to forty-five (45) days of annual leave. There may be individual exceptions, which should be clarified by consulting with a CLT grievance counselor. Annual leave is scheduled jointly by the department and the CLT.<sup>20</sup>

Your supervisor may deny your request for annual leave or ask you to change the dates if reasonably required by the needs of the department.

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<sup>19</sup> Contract: Article 24.6 for CLT hourly rates and 24.7e for specifics.

<sup>20</sup> Contract: Article 14.9-a1

## **22. Paid Holidays**

There are fourteen (14) days of regular holidays with pay.

Independence Day - July 4

Labor Day - First Monday in September

Italian Heritage Day/Indigenous People's Day - Second Monday in October

Thanksgiving Holiday - Fourth Thursday in November, Friday following

Christmas Holiday - December 24 and 25

New Year's Holiday - December 31, January 1

Martin Luther King, Jr.'s Birthday – Third Monday in January

Lincoln's Birthday - February 12

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth is a paid federal holiday – June 19

If a holiday falls on a Saturday or Sunday which is not a regular work day, it shall be observed on the Friday before or Monday following, as designated by the college or by the University or, at the option of the University, may be designated as an unscheduled holiday, to be taken following the holiday for which it is substituted but prior to the end of the annual leave year, with the prior approval of the employee's supervisor.<sup>21</sup>

## **23. Unscheduled Holidays**

In addition to the contractual paid holidays during the year, every September 1 you receive four unscheduled holidays. All unscheduled holidays should be used by the following August 31, otherwise they are lost. The use of unscheduled holidays must be requested, in the same way annual leave is requested in advance.<sup>22</sup>

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<sup>21</sup> Contract: Article 14.7

<sup>22</sup> Contract: Article 14.7

## **24. Jury Duty**

Employees who are called to serve as jurors receive their regular salary provided they furnish to Human Resources a copy of the summons to serve and remit to the university an amount equal to the compensation they receive.<sup>23</sup>

## **25. Time to Vote on Election Day Policy**

CUNY will provide up to three (3) hours of paid leave for the purpose of voting in most local or federal elections, to employees who are registered to vote. This leave can be taken at the beginning or the end of the workday.

## **26. Bereavement Leave**

Full-time employees receive up to four (4) days of bereavement leave for the death of an immediate family member.<sup>24</sup>

## **27. Military Leave**

Military leave is provided to CLTs who are recalled from the reserves to active military service with the ability to maintain employment and receive certain benefits.<sup>25</sup>

## **28. Sabbatical Leave**

Full-time tenured CLTs are entitled to apply for sabbatical leaves (Fellowship Awards) on the same basis as teaching instructional staff.<sup>26</sup> Such leaves are granted for purposes such as study, writing, research, and the carrying out of a creative project or public service of reasonable duration.

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<sup>23</sup> Contract: Article 17

<sup>24</sup> Contract: Article 14.8

<sup>25</sup> Manual of General Policy; Policy 5.132

<sup>26</sup> Bylaws: Section 13.3b; Contract: Article 25.3

## 29. Sick Leave

Full-time CLTs earn twenty (20) calendar days per year sick leave (“temporary disability leave”), which accrues monthly. You may accumulate up to one hundred sixty (160) days of sick leave.<sup>27</sup>

- If you are sick, you must notify your chairperson as soon as possible, explaining the nature of your absence and your estimated date of return.<sup>28</sup> If you have pre-scheduled medical appointments, be courteous and tell your supervisor beforehand.
- You are entitled to use up to three (3) accrued sick leave days per year for the care of an ill family member, consistent with applicable rules and procedures.
- If you are out more than five (5) consecutive days, you may be required, upon your return, to provide a medical note from your physician to substantiate your illness.<sup>29</sup>
- If you are out more than thirty (30) consecutive days, you are required to provide medical documentation from your physician explaining the nature of your illness and certifying that you are capable of returning to work.<sup>30</sup>

Adjunct CLTs, including full-time CLTs on multiple position assignments, are entitled to leave for illness, religious observance, death in the immediate family or other personal emergencies with pay for up to 1/15 of the total number of hours assigned in a semester. Requests for leaves should be made in advance, where possible, in writing to the department chairperson or supervisor. The reason must be satisfactory to the chairperson or supervisor.<sup>31</sup>

## 30. COVID-19 Sick Leave

New York State law authorizes paid sick leave for precautionary order or quarantine due to COVID-19. Leave is ten (10) working days of paid sick leave at the employee’s regular rate of pay and can be used a maximum of three (3) times from

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<sup>27</sup> Contract: Article 16.2

<sup>28</sup> Contract: Article 16.3-e

<sup>29</sup> Bylaws: Section 13.1a

<sup>30</sup> Contract: Article 16.3-f

<sup>31</sup> Contract: Article 14.9

October 1, 2021. Adjunct CLTs should be paid for the number of hours they would have normally scheduled work. Employees are not required to use their existing sick leave for COVID sick leave.<sup>32</sup>

### **31. Leave for Breast and Prostate Cancer Screening, and Blood Donations<sup>33</sup>**

CLTs are entitled to take up to four (4) hours of paid leave annually to obtain breast screening<sup>34</sup> or prostate screening,<sup>35</sup> provided that the screening is performed during regular work hours. The four (4) hours includes travel time.

CLTs are eligible to take at least one unpaid leave period of three (3) hours per calendar year during their regular work schedule for off-premises blood donation. CLTs taking leave for on-premises or employer-designated blood donation shall be permitted to do so at least twice in any calendar year, and, in addition, all such employees must be allowed sufficient paid leave time to donate blood and to recover, including taking nourishment after donating, and to return to work.<sup>36</sup>

### **32. Family Medical Leave Act (FMLA)**

FMLA is a federal law that provides unpaid leave to protect a CLT's job for up to twelve (12) weeks while the CLT takes time to recover from a serious illness, care for an ailing family member or care for a new child, even if the CLT does not have twelve (12) weeks of paid sick leave. To be eligible for FMLA, CLTs must have worked at least 1,250 hours during the 12-month period preceding the requested commencement of the leave. Note that CUNY charges an employee's FMLA (unpaid) leave balance at the same time that paid sick leave is charged.

Per CUNY Policy, FMLA runs concurrently alongside Sick Leave, Paid Parental Leave (PPL), and Paid Family Leave (PFL).<sup>37</sup> If FMLA will be used up after twelve (12) weeks, the remaining PPL and PFL can still be taken regardless of how much FMLA time is left.

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<sup>32</sup> <https://www.cuny.edu/wp-content/uploads/sites/4/media-assets/NYS-COVID-Leave-10.1.21-Final.pdf>

<sup>33</sup> CUNY Policy, Leave for Breast and Prostate Cancer Screening and for Blood Donation, 2013

<sup>34</sup> NYS Civil Service Law Section §159B

<sup>35</sup> NYS Civil Service Law Section §159C

<sup>36</sup> NYS Labor Law Section 202-j

<sup>37</sup> CUNY Policy: Family Medical Leave Act Policy, 2016

FMLA calendar year at CUNY runs from September 1 through August 31.

### **33. Dedicated Sick Leave Program**

Full-time employees may donate leave to full-time colleagues who have exhausted their sick leave balances due to illness or physical incapacity. To receive this leave, an employee has to have been employed full-time at CUNY for at least two (2) years and have an illness or injury requiring an absence of at least thirty (30) continuous work days. CLTs with fewer than five years of service at CUNY may only donate annual leave. CLTs with five years or more at CUNY may donate up to ten (10) sick days per year. Annual leave is credited to a recipient as a full day; sick leave is credited to a recipient as a half day.<sup>38</sup>

### **34. Catastrophic Sick Leave Bank (CSLB)**

Unlike the dedicated sick leave program, the catastrophic sick leave bank is a pool of sick leave and annual leave voluntarily donated by full-time colleagues for any eligible full-time employee who is also a donor to the bank. Donors must contribute at least one (1) sick or annual leave day per year to the bank, and eligible employees may receive up to ninety (90) days in one program year. Enrollment is once a year, and it usually begins on October 1.<sup>39</sup>

### **35. Medical Separation Leave**

A CLT who is unable to perform the duties of their position by reason of a physical or mental incapacity, including any such capacity caused by substance abuse, may be placed on a medical leave of absence (“medical leave”) in lieu of the Article 21 disciplinary process at the discretion of management. Such medical leave shall be for one year from the start date of the Medical Separation Leave notice date, and shall remain in paid status for the first six (6) months of the leave and may use their temporary disability leave (sick leave) and/or annual leave accruals, if any, and may apply for long-term disability to the extent available through the PSC-CUNY Welfare Fund, or to use the Catastrophic Sick Leave Bank or the Dedicated Sick Leave

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<sup>38</sup> CUNY Policy: Dedicated Sick Leave Program, 2013

<sup>39</sup> CUNY Policy: The Catastrophic Sick Leave Bank Program, 2015

Program, in accordance with the terms of those policies, to the extent that they are eligible.<sup>40</sup>

### **36. Paid Family Leave**

Under New York State law, Paid Family Leave (PFL) is paid, job-protected time off up to twelve (12) weeks to bond with a new child, care for a family member with a serious health condition, or assist one's family if a member is deployed on active military service outside the United States. PFL is paid at 67% of your pay up to the State Average Weekly Wage for both full-time and part-time employees who qualify. PFL can be used along with Paid Parental Leave (PPL) and Family Medical Leave Act (FMLA) leave. For more details go to: [psc-cuny.org/paidfamilyleave/](http://psc-cuny.org/paidfamilyleave/).

### **37. Paid Parental Leave**

Full-time CLTs with at least one year of service are eligible for up to eight (8) weeks of paid parental leave upon the birth or adoption of a child. For a child's birth mother, the period of paid leave begins immediately after the end of any approved temporary disability leave related to childbirth. Paid parental leave can also be used prior to birth, if medically necessary, or prior to the estimated date of an adoption, if needed to fulfill an adoption's legal requirements, such as foreign travel. CLTs must provide notice at least ninety (90) calendar days prior to the date of the birth or adoption.<sup>41</sup>

### **38. Child Care Leave**

An unpaid child care leave may be granted to care for a newborn for up to one (1) semester. In special circumstances, approval may be granted by the college's President for an extension of up to no more than one (1) year.<sup>42</sup>

### **39. Special Leave**

CLTs are eligible for special leave for personal emergencies of not more than ten working days with pay at the discretion of the college President.<sup>43</sup>

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<sup>40</sup> Contract: Article 21A

<sup>41</sup> Agreement: Paid Parental Leave, 2009

<sup>42</sup> Contract: Article 16.8

<sup>43</sup> Bylaws: Section 13.3a

## BENEFITS & WELLNESS

The benefits managed through CUNY's Office of Human Resources Management include health, welfare, retirement, and other programs. To obtain a summary of the benefits available to you, as well as to research your benefit plan in more detail, visit the University Benefits Office website:

[www2.cuny.edu/about/administration/offices/hr/benefits/](http://www2.cuny.edu/about/administration/offices/hr/benefits/).

Should you have any questions, contact your Campus Benefits Officer

[www2.cuny.edu/about/administration/offices/hr/benefits/campus-benefits-contacts/](http://www2.cuny.edu/about/administration/offices/hr/benefits/campus-benefits-contacts/).

For more information on telemedicine, mental health resources, substance abuse and mental health services, caregiving resources, fitness opportunities, and ergonomic tips for your work environment, go to:

<https://www.cuny.edu/about/administration/offices/hr/benefits/wellness-program>.

Other wellness resources can be found at:

<https://www.cuny.edu/about/administration/offices/hr/benefits>

### 40. Health Insurance

Through collective bargaining, the City of New York and the Municipal Unions have cooperated in choosing health plans and designing the benefits for the City's Health Benefits Program. These benefits are intended to provide full-time CLTs and their eligible dependents with the fullest possible protection that can be purchased with available funding. The Office of Labor Relations (OLR) website and the NYC Health Benefits Program Summary Program Descriptions (SPD) provide you with information about your benefits under the New York City Health Benefits Program.

For information about health insurance benefits available to Adjunct CLTs, visit the PSC website at [www.psc-cuny.org/benefits/part-timer-health-benefits](http://www.psc-cuny.org/benefits/part-timer-health-benefits) and the University Benefits Office website at

[www2.cuny.edu/about/administration/offices/hr/benefits/](http://www2.cuny.edu/about/administration/offices/hr/benefits/)



## **41. Supplemental Health Benefits (Welfare Fund Program)**

The PSC-CUNY Welfare Fund provides supplemental health benefits through contributions to the Fund from the City University of New York.<sup>44</sup> Most supplemental health benefits are fully funded by the PSC-CUNY Welfare Fund. These benefits are in addition to the basic health insurance provided by NYC and may vary from one participant to another, depending on the basic health insurance options chosen by the participants.

Full-time CLTs and their dependents have the following benefits without having to pay a premium: dental, prescription drugs, vision, basic disability, extended medical for those with GHI, and hearing aids. Optional benefits are also available for extended disability, but you must enroll and pay a premium.

Adjunct CLTs who receive individual health insurance are also eligible for benefits offered by the Welfare Fund (excluding disability), for themselves, not for dependents.

More information is on the PSC-CUNY Welfare Fund website at [www.psccunywf.org](http://www.psccunywf.org).

## **42. Pension Benefits (Mandatory Retirement Plan)<sup>45</sup>**

Retirement income is as much a part of your compensation from CUNY as your salary or benefits. Like the other aspects of your compensation, it is fought for and protected by the union.

New York State law mandates participation in a retirement system for full-time CLTs. You have thirty (30) days from the date of initial appointment at CUNY to choose a retirement program, and the choice is irrevocable.

Full-time CLTs can choose between the New York City Teachers' Retirement System (TRS) and the Optional Retirement Program (ORP). If you do not make a choice within thirty (30) days, the law mandates that you be assigned to TRS. Please check your pay stubs to make sure you have been enrolled in the pension plan of your choice. Do NOT assume CUNY has enrolled you properly.

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<sup>44</sup> Contract: Article 26

<sup>45</sup> Contract: Article 27

The choice between TRS and ORP is about choosing a defined benefit plan or a defined contribution plan.

TRS is a defined benefit plan. Benefits are based on age, final average salary, years of employment and other factors.

ORP is a defined contribution plan. Benefits are based on the amounts contributed by the employer and employee and the earnings of the employee's choice of investments. Those who elect the Optional Retirement Program must choose investment options through either Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF) or through the alternate investment vehicles offered by Guardian or MetLife. More information may be obtained from your college HR Office.

Adjunct CLTs are eligible to join the NYC Teachers' Retirement System (TRS) from their first semester at CUNY. Get application forms from your campus Human Resources Office or the TRS website. If you enroll, please check your pay stub to be sure that deductions are being made and remitted.

#### **43. Voluntary Retirement Tax-Deferred Annuity (TDA) 403(b) Plans**

Both TRS and TIAA-CREF offer voluntary, tax-deferred retirement savings plans in addition to pension, to allow full-time CLTs to put aside a portion of earnings from each paycheck toward retirement before income tax deductions are computed.

#### **44. New York State Deferred Compensation 457(b) Plan**

The 457(b) plan is a voluntary retirement savings plan offered by NYS and CUNY to allow CLTs to put aside money from each paycheck toward retirement. If you enroll, please check your pay stub to be sure that deductions are being made and remitted.

#### **45. NY City 401(k) Plan**

This voluntary plan for Community Colleges only is an alternative to the 403(b) plan. Contributions to both the 401(k) and 403(b) are combined and cannot exceed the annual IRS limit. Additional information about the NY City 401(k) plan is available

at <https://www1.nyc.gov/site/olr/deferred/dcp/home.page>. If you enroll, please check your pay stub to be sure that deductions are being made and remitted.

#### **46. Flexible Spending Accounts (FSA) Program**

The City of New York offers full-time CLTs a Flexible Spending Account (FSA) Program, which is allowable under Internal Revenue Code (IRC) Section 125. The program allows CLTs to deposit a portion of their pre-tax income into accounts maintained for certain health and dependent care expenses. You must submit documentation of those expenses to receive payment from your account. Obtain more information from your campus Human Resources Office.

#### **47. Transit Benefit**

You can reduce the taxes withheld from your paycheck by setting aside a limited amount of your pre-tax monthly pay for commuting expenses (public transit, sometimes parking) thereby reducing your taxable earnings. For more information, go to: [www.commuterbenefits.com](http://www.commuterbenefits.com).

#### **48. Tuition Fee Waiver**

Full-time CLTs with at least one (1) year of service are eligible for a waiver of tuition fees for undergraduate credit-bearing courses offered by CUNY during the fall and spring semesters in accordance with the procedures for the waiver of undergraduate tuition fees for other groups of employees. Full-time CLTs are eligible to enroll for up to six credits during the fall and spring semesters at the graduate level on a space-available, no cost basis.<sup>46</sup>

#### **49. New York's 529 College Savings Program**

An investment account that can be used for college savings. For more information, go to: <https://www.nysaves.org/home.html>.

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<sup>46</sup> Contract: Article 29

## **50. PenFed Federal Credit Union**

Offers a wide range of financial services, including savings, checking, mortgage and auto loans. For more information, go to: <http://www.penfed.org>.

## **51. Municipal Credit Union**

A not-for-profit credit union that offers financial services, including savings, checking, mortgages and auto loans. For more information, go to <https://www.nymcu.org>.

## **52. Employee Assistance Program**

### **CCA-CUNY Work/Life Program**

A free program for employees and their families, which includes up to three free short-term counseling sessions and unlimited counseling by phone. For more information, go to:

<https://www.cuny.edu/about/administration/offices/hr/benefits/wellness-program>.

## **53. Affiliate Benefits**

The PSC and its affiliated organizations have arranged for a wide variety of special benefits for members of the PSC. These include financial and legal services, insurance, mortgage, home services, discounts on major appliance purchases, discounts to many amusement parks, attractions, sporting events, theater shows, movie theaters, heating oil saving programs, NYSUT Peer Support Line, NYSUT Premium Calm service subscription, financial learning, AFT Trauma Counseling Programs and Services, and much more!

- PSC: <http://psc-cuny.org/benefits/psc>
- NYSUT: <http://psc-cuny.org/benefits/nysut>
- AFT: <http://psc-cuny.org/benefits/aft>

# RETIREMENT

## 54. Phased Retirement

Not every CLT at or over retirement age wants to stop working. Full-time CLTs who are at least 65 years of age, are members of the Optional Retirement Program (primarily TIAA-CREF), and make an irrevocable commitment to retire at the end of the phasing period, are eligible for phased retirement. During the phasing period, you work 80% of your schedule and receive 80% of your salary and full health insurance, for either six (6) months or one (1) year.<sup>47</sup>

## 55. Travia

Full-time CLTs who have met the service requirements to retire, are at least 55 years of age, and who announce to the college an intention to retire are eligible for Travia leave before retirement based on accumulated sick leave, which can be used after all annual leave is taken or paid out.<sup>48</sup>

The maximum number of sick days a full-time CLT can accumulate is one hundred sixty (160) days. The maximum amount of Travia leave you can have is eighty (80) days, which equals one (1) semester for retirement purposes. If you have less than one hundred sixty (160) days of sick leave, you are still entitled to Travia leave equal to one-half (0.5) of the days accrued in your sick leave bank.

Forms are available at your human resources office to apply for Travia leave. You have to fill out your portion and then have it signed by your supervisor or the chairperson of your department. Travia leave is a right, not a privilege. Supervisors do not approve Travia leave; they sign off to indicate that they are aware that you will be taking your Travia leave.

One of the most interesting aspects of Travia leave is the “right to return.” The law states: “a retirement leave of absence shall be cancelled when a member on such leave files an application for reinstatement to active service.” However, the law also states that such a member forfeits their right to future retirement leaves. In other

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<sup>47</sup> Agreement: Phased Retirement Program, 2013

<sup>48</sup> New York State Education Law: §3107, bylaws: Section 13.2 and Contract: Article 16.4

words, you get only one Travia leave in your CUNY career. When you exercise your right to return, you will have used all your sick leave as well. You will begin to re-accumulate sick leave, but if you become ill, and you do not have enough sick leave in your bank to cover your absences, advancing paid sick leave to you will be at the college's discretion.

More information at [www.psc-cuny.org/benefits/travia-leave](http://www.psc-cuny.org/benefits/travia-leave).

## **56. Retirement Health Benefits.**

Full-time CLTs are eligible to receive NYC retiree health insurance if they meet certain age and years-of-service criteria.<sup>49</sup>

Retirement checklist at [www.psc-cuny.org/benefits/thinking-about-retirement](http://www.psc-cuny.org/benefits/thinking-about-retirement).

For retired CLTs, health insurance plans are summarized by the University Benefits Office and The NYC Office of Labor Relations (OLR).

The University Benefits Office website is:  
[www2.cuny.edu/about/administration/offices/hr/benefits/](http://www2.cuny.edu/about/administration/offices/hr/benefits/).

The OLR website [www1.nyc.gov/site/olr/health/healthhome.page](http://www1.nyc.gov/site/olr/health/healthhome.page) is where retired CLTs may obtain the health benefits application, enrollment instructions and plan comparisons. Retirees can also get information by calling the New York City Health Benefits Plan, Retirees' Inquiries Line at (212) 513-0470.

For information on and enrollment for supplemental benefits (basic benefits, optional benefits and eligibility) for retirees, go to the PSC-CUNY Welfare Fund website at <https://www.pscunywff.org>.

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<sup>49</sup> Contract: Article 27

## RIGHTS UNDER THE LAW

### 57. Right to Union Representation

Also called the Public Employees Fair Employment Act, the New York Taylor Law provides all public-sector workers in New York State with the basic right to union representation and collective bargaining. It also provides for the structure and legal framework for collective bargaining, the rights of union members and the rights of employers. If CUNY unilaterally changes any aspects of your negotiated terms and conditions of employment, that may constitute a violation of your rights under the Taylor Law. In such an event, the union may file an improper practice charge against CUNY with the Public Employee Relations Board (PERB).

### 58. Weingarten Rights

In 1975, the U.S. Supreme Court ruled, in the *Weingarten* decision, that an employee is entitled to have a union representative present during any interview which may result in their discipline. It is up to you to insist on union representation. If you fail to do so, you may waive your rights. In 2007, Governor Spitzer signed legislation codifying "Weingarten" rights for public-sector employees in NYS.

If you are called into a meeting with management that could lead to discipline, termination, or other potential disciplinary action, you have the right to have union representation. You may assert this right before or during any meeting with a management representative such as a department chairperson, dean, affirmative action officer, or labor designee by reciting your Weingarten Rights:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative or steward be present at this meeting. If this discussion could lead to my being disciplined and you deny my request for representation, I choose not to answer any questions."

At that point, the management representative must delay or reschedule the meeting until a union representative is available, deny the request and end the meeting, or give

you an opportunity to have the meeting without a union representative or end the meeting.

If allegations have been made against you and you have been requested by management to attend an investigative meeting, you should request written notification of the investigation that includes notification of all relevant policies and the nature of the complaint. You should also assert your Weingarten rights and contact the CLT grievance counselor at the PSC.

## **59. Workplace Health & Safety**

You have the right to be trained in hazards on your job, to know what chemicals you are working with and to access records concerning your health. You have the right to seek a safe and healthy workplace without fear of retaliation from your employer. This includes complaining to your employer, your union, or the appropriate government agency. More information about workplace health and safety is available from the New York Committee on Occupational Safety and Health (NYCOSH) website at [www.nycosh.org](http://www.nycosh.org).

The health and safety rights of CUNY employees and other public-sector workers are protected by Article 39 of the contract and by the Public Employee Safety and Health Bureau (PESH). The health and safety rights of Research Foundation employees and other private-sector workers are protected by the Occupational Safety and Health Administration (OSHA).

Contact your chapter chair and the PSC health and safety watchdogs ([hswatchdogs@pscmail.org](mailto:hswatchdogs@pscmail.org), (212) 354-1252, Environmental Health and Safety Committee) if you have any concerns about health and safety issues. If you want to file a PESH or OSHA complaint, they can help you do that as well.

## **60. Civil Rights Laws**

The Civil Rights Act of 1965 prohibits workplace discrimination on the basis of race, color, religion, sex or national origin. This law and other civil rights statutes are enforced by the Equal Employment Opportunity Commission (EEOC).



Article 8 of the contract extends non-discrimination to all members in the bargaining unit equally.

## **61. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) was passed in 1990. It prohibits discrimination against people with disabilities in areas of employment, public services, public and private transportation, public accommodations and telecommunications services. Qualified individuals who, with or without a reasonable accommodation, can perform the essential functions of a job cannot be subject to discrimination. “Reasonable accommodation” means making modifications or adjustments to a job application process or work environment that make it readily accessible and usable to people with disabilities. Examples would be modifying schedules, buying new equipment, altering a worksite, etc. An employer does not have to provide accommodation if doing so would impose an undue hardship on the employer’s operation. The act protects more than 49 million Americans with physical and mental impairments. The workplace discrimination provisions of the ADA are best enforced through the Equal Employment Opportunity Commission (EEOC), although Article 8 of the contract extends non-discrimination to all members in the bargaining unit equally.

## **62. Reasonable Accommodations and Academic Adjustments**

Reasonable Accommodations are modifications made to remove workplace barriers to allow people to perform their jobs. Academic Adjustments give adjustments to qualified students with disabilities.

## **63. Lactation Policy**

CUNY is required to provide a reasonable unpaid break time to pump breast milk up to three (3) years from birth. A specific lactation room or location in close proximity to the work area should be provided where CLTs can store the milk in a refrigerator and pump milk in privacy.<sup>50</sup>

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<sup>50</sup> <https://www.cuny.edu/about/administration/offices/legal-affairs/policies-resources/lactation-guidelines>

## **64. Public Service Loan Forgiveness**

The federal Public Service Loan Forgiveness (PSLF) program was designed to encourage graduates with student loan debt to enter public service. The PSLF program can award forgiveness of federal Direct Loan student debt remaining after ten (10) years of eligible public service and one hundred twenty (120) loan payments (ten (10) years of monthly payments). CUNY is an eligible public service institution, as are other public and non-profit colleges and schools. Adjuncts who regularly teach three classes per semester or combine their teaching with other public service could qualify too.

## **65. Workers' Compensation**

Workers' compensation provides monetary benefits and/or medical care for workers who suffer from work-related injuries or illnesses. Workers' compensation is made applicable by Article 38 of the contract.

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## *Where CLTs can be found*

● ACADEMIC AFFAIRS ● ACADEMIC COMPUTER CENTER ● ACADEMIC LITERACY ● ACADEMIC PROGRAMS ● ACCELERATED COLLEGE ENGLISH REMEDIAL ● ACCOUNTING ● ADMINISTRATION ● ADULT LEARNING CENTER ● ALLIED HEALTH SCIENCES ● ANIMAL FACILITIES ● ANTHROPOLOGY ● ARCHITECTURAL TECHNOLOGY ● ART ● ASIAN STUDIES ● ASTRONOMY ● ATHLETICS ● AUDIO VISUAL SERVICES ● AUDIOLOGY ● BASIC EDUCATIONAL SKILLS ● BEHAVIORAL SCIENCES ● BIOCHEMISTRY ● BIOLOGY ● BIOLOGICAL SCIENCES ● BIOMEDICAL EDUCATION ● BIOMEDICAL ENGINEERING ● BIOMEDICAL LABORATORY TECHNOLOGY ● BUSINESS ● CAMPUS LEARNING CENTER ● CAREER AND TECHNICAL EDUCATION ● CAREER DEVELOPMENT ● CHEMICAL ENGINEERING ● CHEMISTRY ● CINEMA ● CIVIL ENGINEERING ● CLASSICAL STUDIES ● CLINICAL NURSING ● COLLABORATIVE PROGRAMS ● COMMUNICATION ● COMMUNICATION DESIGN ● COMPUTER APPLICATIONS ● COMPUTER ENGINEERING TECHNOLOGY ● COMPUTER SCIENCE ● COMPUTER SYSTEMS TECHNOLOGY ● CONSERVATORY OF MUSIC ● CONSTRUCTION TECHNOLOGY ● CONTINUING EDUCATION ● CONVERGING TECHNOLOGY ● COSTUME TECH ● CREATIVE ARTS ● DANCE ● DEAN'S OFFICE ● DENTAL HYGIENE ● DENTISTRY ● DESIGN ● DISABLED STUDENT SERVICES ● DRAFTING ● DRAMA ● EARTH ● EARTH ATMOSPHERIC SCIENCE ● EARTH SCIENCE ● ECONOMICS ● EDUCATION ● ELECTRICAL ENGINEERING ● ELECTRICAL TECHNOLOGY ● ENGINEERING ● ENGINEERING SCIENCE ● ENGLISH ● ENTERTAINMENT TECHNOLOGY ● ENVIRONMENTAL CONTROL TECHNOLOGY ● ENVIRONMENTAL SCIENCE ● EVENING STUDIES ● EXERCISE SCIENCE ● FACILITIES ● FAMILY ● FILM ● FINANCE ● FINE ARTS ● FOREIGN LANGUAGE ● FOREIGN LITERATURE ● GEOGRAPHY ● GEOLOGY ● GLASS-BLOWING ● GRADUATE STUDIES ● HEALTH ● HEALTH NUTRITION SCIENCES ● HEALTH PROFESSIONS ● HEALTH SCIENCES ● HEARING ● HEARING SCIENCE ● HEMATOLOGY ● HIGH SCHOOL EDUCATION ● HISTOLOGY ● HOSPITALITY ● HOSPITALITY MANAGEMENT ● HUMANITIES ● HUNTER COLLEGE HS ● IMMERSION PROGRAM ● INFORMATION SCIENCE ● INFORMATION TECHNOLOGY ● INSTRUCTIONAL COMPUTING ● JOURNALISM ● LANGUAGE ● LANGUAGE ACQUISITION ● LANGUAGE ARTS ● LANGUAGE IMMERSION PROGRAM ● LAW ● LIBRARY ● LINGUISTICS ● LITERATURE ● LITHOGRAPHY ● MARINE BIOLOGY ● MATHEMATICS ● MECHANICAL ENGINEERING ● MECHANICAL TECHNOLOGY ● MEDIA ● MEDIA ARTS ● MEDICAL IMAGING ● MEDICAL TECHNOLOGY ● MICROSCOPY ● MICROBIOLOGY ● MIDDLE SCHOOL EDUCATION ● MODERN LANGUAGE ● MUSIC ● MYCOLOGY ● NATURAL SCIENCES ● NEW COMMUNITY COLLEGE ACADEMICS ● NURSING ● NUTRITION ● OCCUPATION ● THERAPY ● OCEANOGRAPHY ● ORGANIC CHEMISTRY ● ORIENTAL STUDIES ● PARALEGAL STUDIES ● PERFORMING ARTS ● PHLEBOTOMY ● PHOTOGRAPHY ● PHYSICAL EDUCATION ● PHYSICAL SCIENCES ● PHYSICS ● PSYCHOLOGY ● RADIO ● RADIOLOGIC TECHNOLOGY ● READING ● RECREATION ● RESEARCH ● RESTORATIVE DENTISTRY ● SCENERY ● SCHOOL OF BIOMED ED ● SCHOOL OF HEALTH SCIENCES ● SCIENCE ● SCULPTURE ● SECONDARY EDUCATION ● SOCIAL SCIENCES ● SOLID-STATE ● SOUND ● SPEECH ● STAGE LIGHTING ● TECHNOLOGY ● TECHNOLOGY TEACHER EDUCATION ● TELEVISION ● TESTING ● THEATER ● TOURISM ● VIROLOGY ● VETERAN'S AFFAIRS ● VISION CARE TECHNOLOGY ● WELLNESS ● WORKFORCE DEVELOPMENT INITIATIVE ● WORLD LANGUAGES ● WRITING ● X-RAY ● YOUTH SERVICES ●