Message from Andrea Ades Vásquez

Secretary, April 2025

Welcome to the PSC! As a member of the HEO series myself, I hope that this handbook serves as a reference for years to come. There are over 5,000 of us in the Higher Education Officers series titles, and we perform a range of important roles at CUNY. Among others, we staff administrative offices, counsel students, do research, and implement initiatives.

HEOs have always been active PSC members, and we are well represented in our union. There are HEOs serving on the PSC Executive Council, the elected body that makes recommendations on the contract, budget and policy. We also have HEOs from every campus serving as delegates in the Delegate Assembly, the union's policy-making body. HEOs also play a large role in the PSC's legislative work and on the PSC-CUNY Welfare Fund advisory board. There are HEO Labor Management Committee members at every campus to implement HEO salary differentials and we will serve on the soon-to-be-formed campus-based Health and Safety Labor-Management committees. Thank you to those who are representing HEOs and fighting in our interest.

Every contract agreement has required difficult negotiations and the active involvement of the membership. Since 2000, HEOs have consistently fought for our rights at the bargaining table. And we have continually fought back against management's efforts to undermine HEO job security. Together, we have won:

- salary increases, including equity raises for Assistants to HEO
- the HEO-CLT Professional Development Fund,
- a more expansive reclassification system and two kinds of HEO salary differentials,
- paid parental leave and paid family leave, and phased retirement
- and overtime pay and compensatory time.

HEOs work across CUNY around issues and concerns that extend beyond salary and benefit improvements. Alongside CUNY students, we advocate for increased State and City investment in CUNY. Because of our close ties to students, we understand that our benefits, good salaries, and working conditions are a part of what enables students to receive the quality education they deserve.

Together, we will continue to fight for good contracts along with full funding to preserve and expand CUNY's democratic mission. As PSC membership continues to grow, we become even stronger and more determined to ensure better work lives for ourselves and an affordable quality education for our students. None of this is possible without each of us paying our fair share. If you are not yet a dues-paying member, join now at: psc-cuny.org/join-psc and become a part of the life of the union.

Message from Rulisa Galloway-Perry & Janet Winter

HEO cross-campus PSC chapter co-chairs, April 2025

This handbook was created to educate and provide HEOs quick references to our contractual rights, salary issues, benefits, and much more. As you learn more about your union and contract, we hope that you will become involved with the PSC. In this way, you can make our contract better and make needed changes on your campus.

How can you get involved? Start by meeting with others on your campus who are already active. Every college has at least one HEO Delegate and some campuses have a HEO Advisor to answer work-related questions, advise on reclassifications, answer contractual questions, advise on the salary differential process, and represent you on the Step 1 grievance process.

Twice a semester the HEO Chapter meets to provide a forum to educate members, hear your campus concerns, and allow you to network with HEOs from other campuses. In addition to the knowledge you gain by attending, they allow each one of us the ability to advocate publicly for ourselves and our colleagues. We may assume that all policies and procedures are similar on all CUNY campuses but, in reality, our local administrations often function independently.

Understanding how other campuses operate can help you address issues on your own campus. Help us make a difference at CUNY by becoming an active union representative on your campus while also fulfilling your employment obligations and being a resource for our students. Let us remember we have a major role in helping our students navigate their journey through college. We promise this work makes you an important citizen of the CUNY community.

Message from Lucy McIntyre

HEO Central Office PSC chapter chair, April 2025

The Central Office HEO chapter represents approximately 500 HEOs at five Manhattan locations. We hold the same contractual rights and benefits as HEOs on the campuses. Central Office HEOs work on CUNY-wide initiatives, IT Services, Human Resources and all other centrally administered programs. I urge you to become involved, protect your rights, and ensure CUNY is providing high quality public education.

HEOs who work at the four CUNY Equal Opportunity Centers are members of their EOC chapter. Contractual provisions apply to HEOs in all of these locations and chapters.

Contents

1. Introduction

HEOs and the Contract

Our membership and ongoing commitment to the union gives us power in the workplace. We are stronger when we act in solidarity with our instructional staff colleagues, including full- and part-time faculty and College Lab Technicians (CLTs). CUNY-wide, at 30,000 strong, we are the union, and CUNY management must negotiate the contract with us. The product of that negotiation, the PSC-CUNY Collective Bargaining Agreement, known as "the contract," protects our rights on the job and spells out how we safeguard those rights. Our contract is most effective when we are all members and every member knows the contract, uses it, and defends it.

The PSC represents over 5000 members of the non- classroom instructional staff in the Higher Education Officer series across all schools and campuses of the City University of New York (CUNY). HEOs at all locations belong to one cross-campus chapter except for those in the Central Office who belong to a separate chapter. HEOs at the EOCs are in their own EOC local chapter.

Being a Member of the PSC

Every employee hired into a PSC-represented position is covered by the contract. To become a union member, you must fill out a membership card authorizing that the 1.05% deduction will apply to union dues. Being a union member entitles you to vote for officers at all levels of the PSC, run for office yourself and vote to ratify contracts. Members also receive the PSC's newspaper, Clarion, and an e-newsletter for important weekly union news. A large union membership signals the strength of the union and helps to make the PSC more effective at representing members' needs and bargaining good contracts. Members also receive extra benefits from our affiliated organizations, New York State United Teachers (NYSUT) the American Federation of Teachers (AFT).

It is important that you keep your personal and workplace contact information up to date. Use the Update Membership link on the PSC homepage to make updates.

Chapter Structure and Ways to Get Involved

The HEO Chapter holds meetings at the PSC and on Zoom each semester. There may also be local HEO meetings on your campus. These meetings may feature presentations by chapter and union leaders on current campaigns, local and state politics, rights and benefits and other topics. They provide members with an opportunity to speak to each other and their PSC representatives about issues of importance at the campus.

The chapter has one delegate per 100 members as well as alternate delegates and four CUNY-wide officers at large. Delegates serve on behalf of HEOs at the union's Delegate Assembly. The names of officers and delegates can be found here:
https://psc-cuny.org/about-us/leadership/#delegateassembly.

There are many ways to be involved with PSC, including committees such as the Legislative Committee, the Health and Safety Watchdogs, the Environmental Justice Committee and the Social Safety Net Committee. The PSC also sends elected representatives to conferences of NYSUT, the AFT, and the American Association of University Professors (AAUP). These affiliations give us clout to participate in politics, a voice to shape policy, and they provide our members with extra benefits (http://psc-cuny.org/benefits/nysut).

Delegates

The Delegate Assembly is the principal governing body of the union. It consists of delegates from each chapter and votes on policies, budgets, resolutions, endorsements and campaigns of the central union including bargaining demands. Delegates are elected by members of their own chapters and are responsible for reporting back to their chapters.

Delegate Responsibilities and Activities

- Attend monthly Delegate Assembly meetings to represent HEOs from your campus.
- Act as a liaison with the faculty chapter on campus.
- Attend faculty chapter labor management meetings with college Presidents to discuss local issues, including those pertinent to HEOs.
- Find and introduce yourself to new HEO hires. Ask them to join PSC and get involved.
- Attend HEO cross-campus chapter meetings.
- Work with the HEO chapter and PSC organizers to hold local HEO meetings.
- Keep abreast of issues in your department, building and campus and organize campaigns. Report any issues you identify to your fellow HEO leaders and the PSC Contract Administration Department.

HEO Grievance Counselors

If you have a question about your contractual rights or think your rights may have been violated, HEO grievance counselors are available to help you. But you do not have to have a grievance to speak with a HEO Grievance Counselor. They are available to assist you with workplace problems such as being given additional job duties, responding to a poor evaluation, having a problem getting paid overtime or accompanying you to an investigatory meeting. Find a grievance counselor at http://www.psc-cuny.org/about-us/house-grievance-counselors or call 212-354-1252.

HEO advisors on campus

In the winter of 2020, the PSC began a project to provide campus-specific HEO advisors at CUNY colleges. The trained HEO advisors work closely with Contract Enforcement to expand the support the PSC provides. Please reach out to your campus advisor if you have questions on your contractual rights. If your campus does not yet have a HEO advisor, please reach out to a PSC in-house HEO Grievance Counselor.

2. Job Descriptions

The University's *Code of Practice Regarding Instructional Staff Titles: Title Descriptions and Minimum Qualifications* provides a broad general description of the levels of responsibility and qualifications for each of the four HEO **contractual** titles. Go to: http://bit.ly/2p3NX8V, pp. 16-18. Your *administrative* title is the contractual payroll title in which you are employed (ex. aHEO, HEA…)

Your ***functional*** title reflects your day-to-day activities (ex. Director of Financial Aid, Assistant to the Dean of…) Each particular position a HEO occupies should have a ***functional*** job title and description. The job description is generally given to the HEO at the time of hiring or reclassification. If you have never received a job description for your position, you can request one from either your immediate supervisor or your college Human Resources Office. If your job description does not match the work you are doing, contact a HEO grievance counselor and plan to meet with your supervisor.

3. Appointments, Reappointments, “13.3b” and Substitutes

The appointment year for all HEOs is from July 1 through June 30. The first-year appointment is followed by three annual reappointments. The fourth and fifth reappointments are each for two years. Upon reappointment at the start of the ninth year of service, the employee obtains a Certificate of Continuous Administrative Service (CCAS), a form of job security (Article 13.3b of the contract) and will no longer be subject to the reappointment process. This timeline can change if you are hired in a substitute position or reassigned to a higher title. Management has the right to reassign work and/or relocate a HEO to another office with a new functional job description. They may not assign you work that is not commensurate with your current HEO-series title and job description. See *the CUNY Code of Practice Regarding Instructional Staff Titles* (on Links page).

Notices of reappointment or non-reappointment should be received on or before April 1 except if the initial appointment was on or after October 1 of the preceding year, in which case notice must be received on or before May 1 in the first year only. At any point in your employment, if you receive a letter of non-reappointment and you would like to fight for your job, you should contact a PSC HEO Grievance Counselor **immediately** because there are deadlines for filing a grievance. An employee who is non-reappointed after five years of continuous service is entitled to appeal and a letter of reasons from the President.

After you have attained 13.3b (CCAS), you may only be terminated if you have received three unsatisfactory annual evaluations over three fiscal years. If you have 13.3b and you take a new position at a different CUNY campus, you must successfully complete one year in the new position to be reappointed with your 13.3b. CUNY must hold your old position for that year. If you do not have 13.3b and have applied for and been hired for a new job at a different campus you should be sure to have NO days off between positions, which would constitute a “break in service.” You should not resign from your original college of employment until you have made arrangements in writing that your years of service, annual leave, and sick leave accruals travel with you to the new college.

Some new employees are hired into substitute appointments, which are temporary full-time appointments and have no presumption of reappointment. Substitutes can serve for no more than two six-month periods out of any twenty-four months to fill a position where a HEO is reclassified to a higher title or to fill a vacancy while a search is ongoing (Article 13.10). An employee appointed as a substitute shall receive a maximum of two years service credit for the substitute period if the HEO receives an appointment to a “certificate-bearing” (non-substitute) HEO position immediately following at the same college.

4. Annual Evaluations

HEO-series employees are *entitled* to a formal evaluation once a semester but should have one at least once each year by their assigned supervisor. At the conference, the employee's total performance and professional development are reviewed. The supervisor must write a memorandum of the discussion for inclusion in the employee's personnel folder, and the employee must receive a copy within 10 working days of the evaluation meeting. (Article 18.3b) You will be asked to sign the annual evaluation; signing does not connote that you are in agreement with its contents, only that you have received it, and it can be placed in your personnel file. If you refuse to sign, it will be so noted and placed in your file. HEOs have the right to respond to an annual evaluation with a statement that is deposited into the personnel file. You should consult with a HEO Grievance Counselor before submitting the response. If you have not had an evaluation and would like to schedule one, a HEO has the right to request one, but the request must be submitted no later than 10 working days after March 1. (Article 18.3d)

HEO-series employees who experience or anticipate difficulty with the evaluation process or who plan to request an evaluation are advised to consult a HEO Grievance Counselor. If you receive an unsatisfactory evaluation, you should also contact a HEO Grievance Counselor. HEOs may receive guidance about their work and professional performance at any time from their immediate supervisor. A guidance meeting is not an evaluation.

5. Personnel Files

Each college is required to maintain two separate personnel files for every employee, an *administrative file* and a *personal file*. (Article 19) The administrative file contains only materials requested by the college or supplied by the employer in connection with the employee's appointment or reappointment. The administrative file is not available for review by the employee. The personal personnel file contains all other personnel information, such as letters of commendation for outstanding work performance, professional evaluations, reclassification applications, and other records generated by the college.

HEO-series employees have the right to review their personal personnel files for accuracy and should do so at least once a year. No material can be placed in an employee's file until the employee has been given the opportunity to read the contents and attach any comments.

Employees may be asked to initial a document to show proof that they were provided an opportunity to read it before it was placed in the file. An employee who is asked to sign a document that may have negative consequences, e.g., a written reprimand or student complaint, or who discovers a document in the personnel file that he or she was not given the opportunity to review, should contact a HEO Grievance Counselor.

6. Work Week, Workload, Overtime and Comp Time

Work Week and Workload: HEO-series employees are required to work 35 hours per week as assigned. "As assigned" means that management has the discretion to determine the work week and the workday within the 35-hour framework. HEOs may not be required to work an excessive number of hours or be assigned an unreasonable schedule (such as split hours within a single day). (Article 15.4)

After the union successfully negotiated compensatory and overtime rights for HEO titles, CUNY began to institute more standardized timekeeping procedures for professional staff. As an employer who provides overtime and in accordance with the Fair Labor Standards Act, CUNY has the right to track the work time of its employees. The PSC ensures that electronic timesheet practices are consistent with the contract and other agreements. From the union's perspective, timesheets provide a means for members to be properly compensated for all hours worked.

If HEOs have issues regarding their assigned workload, they can be addressed by the HEO Labor Management Committee, (see sections 10 and 11). The University provides a Workload Form to be submitted to the college labor designee for forwarding to the HEO Labor Management Committee. It can be found at: http://bit.ly/2ocqT8X.

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

Full HEOs, most HEO Associates and some HEO Assistants are considered "exempt" employees and are entitled to compensatory time (at straight time) for all hours worked over 35 hours in a week, but no overtime pay. Contact your HR Department to find out whether you are exempt or non-exempt. PSC-represented HEO-series employees shall be given quarterly statements of compensatory time accrued and/or taken.

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

Compensatory time is earned on a quarterly basis (every three months, beginning September 1). Compensatory time should be used within the quarter it was earned but no later than 30 days after the end of the quarter. The 2023-2027 contract adds: "In the event a supervisor is not able to schedule the compensatory time or any part thereof within the timeframes of 3b [30 days], any such compensatory time shall be either (1) carried over up to a maximum of **60** days until such time as it can be used or (2) upon mutual agreement of the employee and the college, paid out at the employee's current rate of pay. You should submit a request to your supervisor indicating how many hours you worked and when you would like to use the compensatory time. Your supervisor must schedule the use of compensatory time in consultation with you.

In 2020 PSC and CUNY negotiated a Remote Work Agreement that remains in effect. It provides a framework for arrangements between workers and their supervisors about the schedule and duration of remote and flexible work and guarantees certain protections when we are working remotely. The agreement form that must be signed by the employee and supervisor is posted on the CUNY website.

7. Annual Leaves, Holidays, Sick and Other Leaves

Annual Leave: HEOs earn 15 days of leave the first year of service and 15 days plus one day during the second year of service and thereafter for each year of service, up to a maximum of 25 days. (Article 14.3a) The maximum accrual of annual leave for HEOs may not exceed 45 days. Article 14.9 of the 2023-2027 contract extended the use of excess Annual Leave hours from August 31 to December 31. The employee must request use of the excess annual leave and, when dates are agreed upon by the employee and the immediate supervisor, it shall be scheduled. If the employee does not receive a response, then a senior administrator may approve the request. If the employee does not receive a response from their supervisor or the senior administrator, they may carry over the excess days for an additional year to the following December 31.

Paid Holidays: HEO-series employees have 14 paid holidays a year. (Article 14.7) HEOs also receive four unscheduled paid holidays. If a holiday falls on a Saturday or Sunday that is not a regular work day, the University may designate the Friday before or the Monday after as the day off, or they may designate the holiday as an additional unscheduled holiday to be taken after the holiday for which it is substituted.

Temporary Disability Leave (Sick Leave): In the contract, "temporary disability leave" is the term used to define sick days for any temporary physical or mental incapacity, including pregnancy, complications of pregnancy and childbirth. HEO-series employees receive 20 days for "temporary disability" during each year of service. Unused days are cumulative up to a maximum of 160 days. (Article 16.2) Employees are permitted to use up to three days of accrued sick leave per year for the care of an ill family member. (Article 16.2b)

If you are unable to perform your work duties for an extended period of time, consult a HEO Grievance Counselor.

The contract states that the college can ask you for a doctor's documentation if you have been on sick leave more than thirty consecutive workdays to prove that you are capable of returning to work. (Article 16.3f) In addition, CUNY policy states that you may be asked for a doctor's note if you are on sick leave for five consecutive workdays. It has also been the practice for supervisors to ask for a doctor's note if there is a pattern of absenteeism or suspected abuse of sick leave. You should consult with a HEO Grievance Counselor if you think you are being asked for medical documentation inappropriately.

Dedicated Sick Leave Program: Employees may donate leave to colleagues who have exhausted their leave balances due to illness or physical incapacity. To receive dedicated sick leave, a full-time employee must have been employed at least 2 years at CUNY and have an illness or injury requiring an absence of at least 30 continuous working days. Employees with fewer than 5 years of service may donate only annual leave. Employees with 5 years or more may also donate up to 10 sick leave days per year. Each day of sick leave donated will be credited to the recipient as ½ day. Each day of annual leave donated will be credited to the recipient as one full day.

Catastrophic Sick Leave Bank: Unlike the dedicated sick leave program, under which you specify who should receive your donated leave, the Catastrophic Sick Leave Bank (CSLB) is a pool of sick leave and annual leave donated by colleagues for use as sick leave by any eligible full-time employee who is also a donor to the bank. To use days from the Catastrophic Sick Leave bank, employees must have donated at least 1 day of sick or annual leave for the program year in which leave is needed. Donating time to the CSLB allows an eligible employee to receive up to 90 days in any program year. Your HR Office can provide forms and explain rules for donation and use of leave.

Paid Parental Leave: HEO-series employees, who have a minimum of one year of service, are eligible for twelve consecutive weeks of paid parental leave with full pay and benefits immediately upon the birth, adoption, or fostering of a child of up to 5 years age. Paid Parental Leave runs concurrently with any use of the Family Medical Leave Act (FMLA). (Article 16.10)

Paid Family Leave: During negotiations for the PSC contract in 2019, the PSC won agreement to develop a Paid Family Leave (PFL) benefit for both full-timers and part-timers. PFL, under New State law, is paid, job-protected time off to bond with a new child, care for a family member with a serious health condition, provide assistance for one's family if a member is deployed on active military service outside the United States and—since 2021— to provide care for family members who have contracted COVID-19.

Child Care Leave: An unpaid child care leave may be granted to an employee to care for a newborn for up to one semester. In special circumstances, approval may be granted by the college's President for an extension of up to one year. (Article 16.8)

Special Leave: HEOs are eligible for special leave for personal emergencies of not more than ten working days with pay at the discretion of the college President. (Bylaws: Section 13.3a)

Travia Leave: Employees who meet the requirements for retirement and who file the appropriate application will be granted a retirement leave of absence (Travia Leave) with full pay. The leave consists of 1/2 of their accumulated unused temporary disability leave, up to a maximum of one semester. If the employee has the maximum accrual of 160 days of sick leave, they are paid for one full semester. If they have accumulated less than 160 days, they are paid for 1/2 that number of days.

Jury Duty: An employee who is required to serve on a jury, or is required to report to a court in response to a summons for jury duty, will receive their regular salary hours during such absences, provided that they provide to the University an amount equivalent to the compensation received.

8. Complaints and Grievances Initiated by an Employee

The preceding sections present some of the rights and protections provided by the PSC-CUNY contract. When your rights or contractual provisions are violated, Article 20 provides for an informal complaint procedure and a formal grievance procedure.

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

Formal grievance: A formal grievance is filed when an employee and/or the PSC believes there is a breach, misinterpretation, or improper application of the contract, or an arbitrary or discriminatory application of, or failure to act pursuant to, the By-Laws and written policies of the CUNY Board of Trustees related to terms and conditions of employment. A grievance must be filed by an employee or the PSC within 30 days, (excluding Saturdays, Sundays, and legal holidays), after the PSC or the employee become aware of the action that is the subject of the grievance. Grievances challenging a denial of reappointment must be filed within 30 days of April 1 or May 1 depending on the date of initial appointment (excluding Saturdays Sundays and legal holidays).

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

9. Disciplinary Actions and Termination Initiated by the College

Disciplinary proceedings initiated by the college: A college may take disciplinary action against a HEO if they believe there is "just cause." Article 21 of the contract lays out the basis for the college to take this action and the steps that must be followed. Formal discipline may lead to loss of employment, suspension with or without pay, or any lesser form of discipline. If an employee receives a written notice of "Intent for Immediate Discharge," he or she should contact the PSC Legal Department immediately.

Investigations that may lead to Disciplinary Action and Weingarten Rights: If you are called into a meeting by a supervisor or any management representative and told that you are being investigated based on a complaint that was made against you, it is important that you are aware of your "Weingarten Rights." These rights under the Taylor Law allow you to have a union representative with you at any investigatory interview or meeting that may eventually lead to disciplinary action. This may also apply in situations where the member is not the subject of the investigation, for example if they are called on as a witness. The member may make the request before or during the meeting. Once you have invoked your Weingarten Rights, management must grant the request and delay the meeting until your representative arrives or deny the request and end the meeting immediately. You may also reschedule the meeting so a union representative can be present. At the meeting, the union representative can ask questions, state objections, take notes and advise the member.

Termination: An employee with 13.3b status may be terminated after receiving three consecutive unsatisfactory evaluations in three successive fiscal years (July 1-June 30). Contact the PSC Contract Enforcement department immediately if you receive an unsatisfactory evaluation. An employee with 13.3b status may also be terminated after three successive years of receiving annual evaluations that indicate institutional reasons why the position is being eliminated. (Article 13.12a).

10. The "Non-promotional Series" – Movement within Title, Reclassification, Salary Differentials

HEOs receive automatic movement to the next higher step of the same salary schedule on January 1 or July 1 of each succeeding year after completion of at least eleven months of service. The last three steps on the salary schedule are an exception. All members of the bargaining unit remain at the third-to-last step of the schedule for five years. You will then move to the penultimate step and remain there for two years. Finally, you will proceed to the top step. Members will still receive scheduled raises "horizontally" at all of these steps. (See Section 13 for salary schedules)

The HEO series is a "non-promotional" series, meaning that when HEOs reach the highest salary step in the title, there is no established or automatic path to allow HEOs to move to the next HEO-series title. Over the years, the PSC has consistently fought to establish new ways for HEOs to be compensated for the work they do in the absence of promotional opportunities. Step movement within Title, Reclassification, and Salary Differentials provide different opportunities for HEOs to advance in salary and/or title. The PSC won significant changes to the Reclassification process and the creation of Salary Differentials in the past three contracts.

Movement Within Title: A supervisor may request up to two additional movements in the salary schedule ("steps") in the same title, based on excellence in performance or increased responsibility, subject to the approval of the Board. (Article 22.5)

Reclassification: Although HEOs cannot be "promoted," they can be reclassified to a higher HEO contract title, if their job has substantially changed and they believe that they are now working under the incorrect title. According to the University's Code of Practice for HEOs (see Links page) section 2.3: "The criterion for reclassification approval is that the preponderance of duties and job requirements currently fall appropriately in the higher HEO title. This change in classification may be merited because of an accretion of duties, a significant increase in the volume of work that has the effect of transforming the scope and complexity of the work , a reorganization of functions, a legal mandate changing the nature of the work, or some other significant alteration in the duties previously assigned." **For instructions and details go to the HEO Rights and Benefits page**: http://www.psc-cuny.org/rights/heo-rights-and-benefits.

An employee who believes that they are qualified to receive a reclassification should ask their supervisor to file a request. If the supervisor does not file the request, the employee may self-nominate to the College HEO (Screening) Committee. If the HEO Committee decides that the request for reclassification has merit, it will be sent as a recommendation to the college president, who, if in agreement, will submit the request to CUNY Central for final approval. If you have "13.3b" and have been reclassified but after one year you are non-reappointed, the college must offer you your previous position or a comparable position in the lower title.

The 2023-2027 contract amended Article 24 to ensure that a reclassified employee shall, at the least, move to a salary step on the new salary schedule that is one salary step greater than the salary step that is closest to, but not less than, the employee's salary on the former salary schedule. If the employee has received an assignment differential or advanced degree differential, amounts equivalent to the differential they were receiving prior to the reclassification, shall be added on top of the salary step to which they are moved.

Prior to 2016, a HEO Associate could not be reclassified to full HEO if the office already employed another full HEO. This is no longer the case. HEOs cannot file a grievance solely because they have been denied reclassification, but a HEO who has been unsuccessful may contact a HEO Grievance Counselor to discuss the process if they believe the decision was discriminatory or retaliatory. They may also wish to discuss the appropriateness of filing a workload review or an out-of-title grievance against their college.

A pilot program began in 2025 that allows for the inclusion of one PSC-appointed HEO-series employee to serve on the College HEO Committee. Their role is limited to the committee's review of reclassification requests. The PSC shall provide the college President or their designee with a list of three (3) names from which the President shall select a PSC representative to the College HEO Committee. The 2023-2027 contract also states that HEO-series employees shall be notified of the outcome of a reclassification request within ninety (90) days of the submission of all required documentation

Salary Differentials: Differentials are amounts that are added to an employee's base pay. The same deductions and benefits are applied to differentials as to their regular salary. We currently have two types of salary differentials for HEOs. In the 2010-17 contract, the PSC won a major structural change that provides for a salary differential for Assistants to HEO, HEO Assistants or HEO Associates who have completed one or more years of service at the top salary step in their respective salary schedules. They are eligible for an "assignment differential" of $2,500, to be added to their annual base salary, based upon "excellence in performance or increased responsibilities within the title." Eligible employees may be nominated by their supervisors or may nominate themselves.

Although applications may be submitted at any time, there is a timetable for final approvals to be made twice a year. HEOs who submit their application to HR by January 1 shall receive notification of the President's decision no later than June 30; those who submit applications by July 1 shall receive notification of the President's decision no later than January 15.

The HEO Labor Management Committee (see section 11) performs the initial review of applications for this differential. Positive recommendations from the HEO Labor Management Committee are forwarded to the College HEO (Screening) Committee; positive recommendations from the College HEO Committee are then forwarded to the President for final approval. HEOs considering applying for the salary assignment differential should review the instructions on the PSC website where the application form can also be found. [https://psc-cuny.org/rights/heo-rights-and-benefits].

Advanced Degree Salary Differential: Assistants to HEO (aHEOs) and, as of 2027, HEO Assistants (HEas) who hold a master's degree from an accredited university in a field related to their work will receive an annual salary differential of $1,000. aHEOs and HEas who hold a doctorate in a job-related field from an accredited university will receive an annual salary differential of $2,500. The differential is granted whether you received your degree before holding the position or while you held your job. Eligible aHEOs and HEas should contact their college HR office to request the differential, providing documentation of the degree plus a statement of its relevance to their job. The advanced degree differential does not require an application to the HEO Labor Management Committee.

11. HEO Labor Management Committee

Each college must have a HEO Labor Management Committee composed of three HEOs appointed by the PSC and three appointed by the college president. The committee chair will alternate annually between the PSC and CUNY. The committee makes non-binding recommendations to the president concerning workload. The committee also must recommend to the College HEO (Screening) Committee all applications for the $2500 salary assignment differential. (See section 10).

12. Contractual and Other Rights and Benefits

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

Occupational Safety and Health: Under Article 39 of the PSC-CUNY contract, "The City University shall furnish to each of its employees who is covered by this agreement a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious harm to its employees and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970." Contact the health and safety Watchdogs at the union office with any problems or concerns (hswatchdogs@pscmail.org).

Effective 2025, a new Article 39.3 states that "CUNY and the PSC shall establish a safety and health committee at each college to discuss local safety and health workplace issues. The committee shall meet at least once per semester and consist of up to three (3) individuals selected by the college President or their designee and up to three (3) individuals selected by the PSC."

Professional Development: The PSC negotiated a Professional Development Fund to provide financial support (up to $3,000 per year) for HEOs to enhance their professional skills, conduct research and attend professional conferences. (Article 33.5) Activities should be related to development of skills relevant to performing your professional duties at CUNY. Such activities include: conferences, seminars, training, workshops, course fees, and tuition. The application and guidelines are available on the PSC website: https://psc-cuny.org/benefits/heo-clt-professional-development-fund.

HEO-series employees are also eligible to apply for **PSC-CUNY Research Awards**, under Article 25.2 of the contract. https://psc-cuny.org/benefits/psc-cuny-research-award-program

Bereavement leave: HEOs are entitled to up to 4 days for a death in the immediate family.

Family Medical Leave Act (FMLA): FMLA is a federal law that provides unpaid leave to protect a job for up to 12 weeks while an employee recovers from a serious illness, cares for an ailing family member or cares for a new child, even if the employee does not have 12 weeks of paid sick leave. To be eligible for FMLA, a HEO 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.

Leave for Breast and Prostate Cancer Screening, and Blood Donations: HEOs are entitled to take up to four hours of paid leave annually to obtain breast screening or prostate screening, provided that the screening is performed during regular work hours. The four hours includes travel time.
HEOs are also eligible to take at least one unpaid leave period of three hours per calendar year during their regular work schedule for off-premises blood donation. HEOs 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.

Phased Retirement: HEOs may apply to "phase" into retirement by reducing their work schedule during the year or half-year just prior to retirement. If approved, HEOs will work 80 percent of their normal work week schedule and receive 80 percent of their salary and leave. They must be 65 years old, have served full-time for 15 continuous years, and participate in the Optional Retirement Plan (TIAA) to be eligible.

Retiree Health Insurance: HEOs who are members of the Teachers' Retirement System (TRS) or the Optional Retirement Program (ORP)—TIAA—are eligible to receive NYC retiree health insurance if they meet certain criteria:

- TRS members must have 10 years of total credited service, be over the age of 55 and retire on a full-time line.
- TIAA members who joined CUNY on or after September 1, 1985, and separate or retire from CUNY on or after age 62 must have 15 years of pensionable, continuous, full-time CUNY service. *Note: If you are in TIAA and joined CUNY before September 1, 1985, contact the PSC Retirement Benefits Counselor in the PSC-CUNY Welfare Fund for eligibility information.

Both TRS and TIAA members who are eligible for retiree health insurance will continue to be eligible to receive their basic PSC/CUNY Welfare Fund benefits (optical, hearing, dental, prescription drugs, and extended Medicare for GHI CBP participants) in retirement.

Retirees who meet the above requirements are eligible for NYC retiree health insurance. Those who retire and are under 65 are eligible for the same health plan/s as when they were active employees and continue to be covered by the Welfare Fund. When retirees turn 65 or if they retire at age 65 or older, Medicare becomes the primary health plan. If eligible for NYC retiree health coverage, NYC offers a range of supplemental health plans, and the Welfare Fund continues to provide benefits, structured slightly differently. Your college HR Office should provide the necessary forms and information. NOTE: when you turn 65 you should enroll in Medicare, even if you are still working and sign up for Part A—free hospitalization coverage. Review this link to understand the relationship between Medicare and other health benefits available to you: https://2022.psc-cuny.org/sites/default/files/CUNY-RETIREE-HEALTH-INFORMATION-FOR-FT-STAFF.pdf.

Also, Medicare-eligible retirees and their spouses/domestic partners receiving NYC retiree health insurance can apply for annual Medicare Part B reimbursements:
https://psc-cuny.org/clarion/2017/march/union-won-refund-medicare-part-b/

If you are five years or less from retirement, call the Retirement Benefits Counselor at the PSC-CUNY Welfare Fund to review your retirement benefits and attend a PSC Pre-Retirement Conference.

Transit Benefit: HEOs can set aside up to $270 of their monthly pay for commutation (public transit; sometimes parking also) through a pre-tax deduction from each paycheck, reducing their earnings subject to tax. Contact your Human Resources department for more information.

Other PSC and Affiliate Benefits: The PSC and its affiliates (NYSUT and the AFT) have arranged for a variety of special economic benefits for PSC members. Go to www.psc-cuny.org/benefits and www.memberbenefits.nysut.org and https://www.aft.org/member-benefits.

The University's Summary of Benefits: On CUNY's website, there are links to detailed descriptions of benefits, including health benefits, retirement and pension programs, and flexible spending account programs: http://bit.ly/20cx9xp.

The Welfare Fund: While your health insurance benefit is administered through CUNY and NYC Employee Benefits Program, the PSC-CUNY Welfare Fund administers supplemental benefits, including dental, vision, prescription drug and basic disability benefits. The Welfare Fund can be reached at 212-354-5230 or www.psccunywf.org.

13. Important Links

The PSC HEO Rights and Benefits page contains links and info for HEOs:
http://www.psc-cuny.org/rights/heo-rights-and-benefits

The PSC-CUNY Contract: https://psc-cuny.org/cuny-contract/

The PSC web page enumerating legal rights for CUNY employees:
http://www.psc-cuny.org/rights/rights-under-law

The University's Office of Human Resource Management offers a lengthy document called "Code of Practice Higher Education Series" that contains many of the rules that apply to HEO employment. Currently it is here: http://bit.ly/2pZwKuS

The list of HEO Advisors and Grievance Counselors:
http://www.psc-cuny.org/about-us/house-grievance-counselors

The University's Code of Practice Regarding Instructional Staff Titles, which includes title descriptions and minimum qualifications for HEO-series titles: http://bit.ly/2p3NX8V

The University's Workload Form, to be submitted by members with concerns to the college labor designee for forwarding to the HEO Labor Management Committee: http://bit.ly/2ocqT8X.

The PSC webpage with application and guidelines for the HEO-CLT Professional Development Fund: https://psc-cuny.org/benefits/heo-clt-professional-development-fund.

The PSC webpage with information about the PSC-CUNY Research Awards, which HEO-series employees are also eligible to apply for:
https://psc-cuny.org/benefits/psc-cuny-research-award-program

14. Salary Schedules for HEO Series

How to Read Salary Schedules

1. Find your current annual salary in the salary schedule table for your HEO payroll title.
    a. Note: Until CUNY implements the retroactive raises of the new contract, your current salary will be in the 11/1/2022 column.
    b. Also note that if you receive the discretionary $2500 Assignment Salary Differential for excellence of performance or increased responsibilities within your title and/or are an Assistant to HEO (or, starting on 3/1/27, a HE Assistant) who receives the $1000 Master's Degree Differential or $2500 PhD Differential, those are *in addition to* the amounts in the schedule.
2. Raises scheduled in the contract are effective as of the dates at the top of the table. On the date of each raise, you move from left to right *across* the table staying on the same row but moving to the next column.
    a. Note: Once CUNY implements the retroactive raises, you will move directly from the 11/1/2022 column to the column with the date that falls *on or before* the date on which that implementation happens. (For example, if retroactive raises happen on 6/1/2025, you will move from your salary in the 11/1/2022 column directly to the salary that is on the same row in the 4/1/2024 column.)
3. In addition to the contractually scheduled raises, you also move *down* the table by one row (one step) with each step raise on January 1 or July 1, staying in the same column.
    a. Step raises for HEO Series employees happen on January 1 or July 1, *whichever comes first* following completion of at least 11 full months of service from your initial date of hire. Step raises happen annually until you have reached the third-to-last step on the table.
    b. You stay on the third-to-last step for 5 years. You do not receive step raises on January 1 or July 1 during these 5 years. But you continue to receive contractual raises and move to the right staying on the same row but moving to the next column on the date of each scheduled raise.
    c. After 5 years on the third-to-last step, you move down to the second-to-last step on January 1 or July 1, staying in the same column.
    d. You stay on the second-to-last step for 2 years. You do not receive step raises on January 1 or July 1 during these 2 years. But you continue to receive scheduled contractual raises and move to the right staying on the same row but moving to the next column on the date of each scheduled raise.
    e. After 2 years on the second-to-last step, you move down to the final step on January 1 or July 1, staying in the same column.
    f. After moving to the final step, you continue to receive scheduled raises and move to the right staying on the same row but moving to the next column on the date of each scheduled raise.

Assistant to HEO

Scheduled Contractual Raises

	11/1/2022 (Prior Contract Salary Rate)	3/1/2023 ›››	4/1/2024 ›››	9/1/2025 ›››	9/1/2026 ›››	First pay date in November (11/6/26 for NYC payroll and 11/12/26 for NYS payroll) ›››	3/1/2027
	$44,411	$45,743	$47,116	$48,647	$50,350	$1000 lump sum	$51,350
Annual Step Increases on July 1 or January 1	$46,103	$47,486	$48,911	$50,500	$52,268	$1000 lump sum	$53,268
	$47,861	$49,297	$50,776	$52,426	$54,261	$1000 lump sum	$55,261
	$49,960	$51,459	$53,003	$54,725	$56,641	$1000 lump sum	$57,641
	$51,781	$53,334	$54,934	$56,720	$58,705	$1000 lump sum	$59,705
	$54,268	$55,896	$57,573	$59,444	$61,525	$1000 lump sum	$62,525
	$57,517	$59,243	$61,020	$63,003	$65,208	$1000 lump sum	$66,208
	$60,394	$62,206	$64,072	$66,154	$68,470	$1000 lump sum	$69,470
	$62,689	$64,570	$66,507	$68,668	$71,072	$1000 lump sum	$72,072
	$65,946	$67,924	$69,962	$72,236	$74,764	$1000 lump sum	$75,764
	$68,245	$70,292	$72,401	$74,754	$77,371	$1000 lump sum	$78,371
	$70,541	$72,657	$74,837	$77,269	$79,974	$1000 lump sum	$80,974
	$72,837	$75,022	$77,273	$79,784	$82,577	$1000 lump sum	$83,577
	$75,131	$77,385	$79,706	$82,297	$85,177	$1000 lump sum	$86,177
	$77,430	$79,753	$82,145	$84,815	$87,784	$1000 lump sum	$88,784
5 Years	$79,726	$82,118	$84,581	$87,330	$90,387	$1000 lump sum	$91,387
			employee stays at this step for 5 years				
2 Years	$81,712	$84,163	$86,688	$89,506	$92,638	$1000 lump sum	$93,638
			employee stays at this step for 2 years				
Top Step	$86,188	$88,774	$91,437	$94,409	$97,713	$1000 lump sum	$98,963 includes a $1250 salary increase to the top step, effective March 1, 2027

HE Assistant

Scheduled Contractual Raises

Annual Step Increases on July 1 or January 1	11/1/2022 (Prior Contract Salary Rate)	3/1/2023	4/1/2024	9/1/2025	9/1/2026	3/1/2027
	$52,267	$53,835	$55,450	$57,252	$59,256	$59,256
	$54,313	$55,942	$57,621	$59,493	$61,576	$61,576
	$56,447	$58,140	$59,885	$61,831	$63,995	$63,995
	$62,411	$64,283	$66,212	$68,364	$70,756	$70,756
	$64,649	$66,588	$68,586	$70,815	$73,294	$73,294
	$68,004	$70,044	$72,145	$74,490	$77,097	$77,097
	$70,238	$72,345	$74,515	$76,937	$79,630	$79,630
	$72,667	$74,847	$77,092	$79,598	$82,384	$82,384
	$75,465	$77,729	$80,061	$82,663	$85,556	$85,556
	$79,188	$81,564	$84,011	$86,741	$89,777	$89,777
	$82,928	$85,416	$87,978	$90,838	$94,017	$94,017
	$86,645	$89,244	$91,922	$94,909	$98,231	$98,231
5 Years	$90,375	$93,086	$95,879	$98,995	$102,460	$102,460
		employee stays at this step for 5 years				
2 Years	$93,134	$95,928	$98,806	$102,017	$105,588	$105,588
		employee stays at this step for 2 years				
Top Step	$99,532	$102,518	$105,593	$109,025	$112,841	$114,091 includes a $1250 salary increase to the top step, effective March 1, 2027

HE Associate

Scheduled Contractual Raises

	11/1/2022 (Prior Contract Salary Rate)	3/1/2023	4/1/2024	9/1/2025	9/1/2026	3/1/2027
Annual Step Increases on July 1 or January 1	$67,784	$69,818	$71,912	$74,249	$76,848	$76,848
	$70,453	$72,567	$74,744	$77,173	$79,874	$79,874
	$73,227	$75,424	$77,687	$80,211	$83,019	$83,019
	$76,395	$78,687	$81,047	$83,681	$86,610	$86,610
	$79,188	$81,564	$84,011	$86,741	$89,777	$89,777
	$82,928	$85,416	$87,978	$90,838	$94,017	$94,017
	$86,645	$89,244	$91,922	$94,909	$98,231	$98,231
	$90,375	$93,086	$95,879	$98,995	$102,460	$102,460
	$93,491	$96,296	$99,185	$102,408	$105,992	$105,992
	$96,602	$99,500	$102,485	$105,816	$109,519	$109,519
	$100,329	$103,339	$106,439	$109,898	$113,745	$113,745
	$104,057	$107,179	$110,394	$113,982	$117,971	$117,971
5 Years	$107,789	$111,023	$114,353	$118,070	$122,202	$122,202
		employee stays at this step for 5 years				
2 Years	$110,641	$113,960	$117,379	$121,194	$125,436	$125,436
		employee stays at this step for 2 years				
Top Step	$117,805	$121,339	$124,979	$129,041	$133,558	$134,808 includes a $1250 salary increase to the top step, effective March 1, 2027

HE Officer

Scheduled Contractual Raises

Annual Step Increases on July 1 or January 1	11/1/2022 (Prior Contract Salary Rate)	3/1/2023 ›››	4/1/2024 ›››	9/1/2025 ›››	9/1/2026 ›››	3/1/2027
	$83,878	$86,394	$88,986	$91,878	$95,094	$95,094
	$87,190	$89,806	$92,500	$95,506	$98,849	$98,849
	$90,634	$93,353	$96,154	$99,279	$102,753	$102,753
	$93,800	$96,614	$99,512	$102,747	$106,343	$106,343
	$96,602	$99,500	$102,485	$105,816	$109,519	$109,519
	$100,329	$103,339	$106,439	$109,898	$113,745	$113,745
	$104,057	$107,179	$110,394	$113,982	$117,971	$117,971
	$107,789	$111,023	$114,353	$118,070	$122,202	$122,202
	$111,560	$114,907	$118,354	$122,201	$126,478	$126,478
	$115,333	$118,793	$122,357	$126,333	$130,755	$130,755
	$119,995	$123,595	$127,303	$131,440	$136,040	$136,040
	$124,656	$128,396	$132,248	$136,546	$141,325	$141,325
5 Years	$129,310	$133,189	$137,185	$141,643	$146,601	$146,601
		employee stays at this step for 5 years				
2 Years	$132,987	$136,977	$141,086	$145,671	$150,770	$150,770
		employee stays at this step for 2 years				
Top Step	$141,858	$146,114	$150,497	$155,388	$160,827	$162,077 includes a $1250 salary increase to the top step, effective March 1, 2027

Notes