The City University of New York

Office of the Vice Chancellor for Human Resources Management
535 East 80th Street
New York, NY 10075
Tel: 212-794-5353
Fax: 212-794-5667

VIA E-MAIL

May 4, 2011

TO: The Presidents of the Colleges
The Dean of the CUNY School of Law
The Dean of the School of Professional Studies
The Dean of the School of Journalism
The Dean of the School of Public Health
The Dean of the Macaulay Honors College

FROM: Vice Chancellor Gloriana B. Waters

SUBJECT: Multiple Position Assignments for Employees in Higher Education Officer Series Titles, College Laboratory Technician Series Titles, Research Associates and Research Assistants

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Effective immediately, this memorandum supersedes the September 22, 1998 memorandum from Vice Chancellor Brenda Richardson Malone on the same subject. Multiple positions for employees in the Higher Education Officer series, the College Laboratory Technician series, Research Associates and Research Assistants are governed by the following rules:

- A multiple position is an assignment to a different job than the employee's regular full-time assignment. A continuation of the employee's normal work at the employee's college of full-time employment beyond the hours specified in the collective bargaining agreement is not a multiple position. The colleges must be mindful of the rules set forth in the attached settlement agreement between the University and the Professional Staff Congress/CUNY (the "PSC") regarding compensatory time for employees in the Higher Education Officer series.

- The colleges must also remember that under the Fair Labor Standards Act non-exempt employees may be eligible for payment at time and one-half for any hours worked over 40 hours during a week.

- No multiple position work may be assigned during the employee's normal working hours.

- Employees shall receive the appropriate contractual non-teaching adjunct rate for non-teaching assignments and the appropriate contractual teaching adjunct rate for teaching assignments and psychological counseling. Employees shall receive the appropriate contractual hourly rate on the Adjunct College Laboratory Technician schedules for overtime work in said titles.

- Employment on a multiple position for extra compensation is limited to an average of three classroom contact hours per week for teaching assignments or six hours per week for non-teaching assignments University-wide. Under special circumstances, the President may approve an additional teaching assignment of up to three classroom contact hours.

- Employees accepting multiple position employment at a CUNY college other than in the unit of full-time employment must give written notice to the Director of Human Resources of the unit of full-time employment prior to commencing the assignment.

If you have any questions, please call Raymond F. O'Brien at (212) 794-5386 or Patricia A. Stein at (212) 794-5768. Thank you for your cooperation.

Attachment

c: Chancellor Matthew Goldstein
Cabinet
Directors of Human Resources
Chief Academic Officers
Chief Administrative Officers
Labor Designees
Payroll Officers
Ms. Deborah Bell

The City University of New York

Office of the Vice Chancellor for Labor Relations
535 East 80th Street
New York, NY 10075
Tel: 212-794-5568
Fax: 212-794-5530

July 17, 2008

TO: The Presidents of the Colleges
The Dean of the Sophie Davis School of Biomedical Education
The Dean of the CUNY Law School
The Dean of the Graduate School of Journalism
Labor Designees
Directors of Human Resources

FROM: Vice Chancellor Pamela S. Silverblatt

SUBJECT: Implementation of the HEO Compensatory Time Agreement

Compensatory Time

In order to implement the Decision and Award of Arbitrator Howard Edelman in the matter of PSC v. CUNY (AAA Case No. 13 390 1282 06), CUNY and the PSC recently entered into an agreement (copy attached) setting forth the guidelines for the grant of compensatory time for employees in the HEO series represented by the PSC, who are assigned to work in excess of 35 hours in a week.

(1) HEO series employees represented by the PSC who are **non-exempt** under the Fair Labor Standards Act (FLSA) and who are assigned by their supervisor to work more than 35 hours during the workweek shall receive compensatory time, on an hour for hour basis, for hours assigned between 35 and 40 hours.

As before, employees who are non-exempt under the FLSA shall receive payment at the rate of time and one-half for the hours worked in excess of 40 hours in a week.

(2) HEO series employees represented by the PSC who are **exempt** under the FLSA shall receive compensatory time, on an hour for hour basis, for hours assigned by their supervisor in excess of 35 hours in a week.

Eligibility Requirements

In order for a HEO series employee to be eligible for overtime, the following standards apply:

- Assigned overtime hours are defined as hours a HEO series employee is assigned to work in excess of his/her usual 35-hour workweek, as, for example, when a supervisor assigns a HEO series employee to work for three hours on a Saturday in addition to his/her regular Monday to Friday 35-hour workweek.

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

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

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

Use of Compensatory Time

- Compensatory time earned during a quarter of the contractual HEO "leave year" (September 1 – August 31) shall be scheduled to be used as promptly as possible within the quarter but no later than thirty (30) calendar days after the end of the quarter in which the compensatory time was earned. The use of compensatory time shall be scheduled by the supervisor, in consultation with the employee.

- Represented HEOs shall be provided with quarterly statements of compensatory time accrued and/or taken.

Implementation of the Agreement

- Represented HEOs who have worked more than 35 hours on assignments that meet the eligibility standards set forth above in any week between July 19, 2007, and June 24, 2008 (the effective date of this implementation agreement) may submit a claim for compensatory time to their college Human Resources Director by August 24, 2008.

- Such claims must be accompanied by documentation or other evidence that the time worked was authorized.

- Should a college dispute any such claim, it shall have ten (10) days from the date the claim was submitted to the college Human Resources Director to produce documentation or other evidence demonstrating that the time was not authorized.

- Approved compensatory time shall be scheduled by the supervisor, in consultation with the employee, within six (6) months of the Human Resources Director's approval of the request.

The Presidents are reminded of their responsibility under this agreement to designate the administrator(s) who are authorized to approve overtime hours for HEOs, as set forth above. In addition, supervisors must be made aware of the need to obtain written authorization from such administrator(s) before assigning overtime, or as soon thereafter as practicable in an emergency situation.

Inasmuch as the guidelines were negotiated as the result of an arbitration decision, we anticipate that the PSC will be closely monitoring the college's compliance therewith and that it will not hesitate to file another grievance in the event of perceived non-compliance.

If you have any questions concerning the implementation of this agreement please contact Laura Blank at (212) 794-5347 or Jerry Rothman at (212) 794-5626.

Attachment

The City University of New York

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AGREEMENT

The Professional Staff Congress/CUNY

and

The City University of New York

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

1. Employees in the Higher Education Officer ("HEO") series represented by the PSC have a 35-hour workweek as assigned. Those who are non-exempt under the Fair Labor Standards Act ("FLSA") will receive compensatory time for the hours assigned between 35 and 40 hours, on an hour for hour basis, and will receive payment, instead of compensatory time, at the rate of time and one half for hours worked in excess of 40 hours in a week. Employees in the HEO series represented by the PSC who are exempt under the FLSA will receive compensatory time, on an hour for hour basis, for hours assigned in excess of 35 hours in a week. Eligibility for the compensatory time is set forth in paragraph 2 below

2. Assigned overtime hours are hours a HEO series employee is assigned to work in excess of his/her usual 35-hour workweek, as, for example, when a supervisor assigns an employee in the HEO series to work for three hours on a Saturday in addition to his/her regular Monday to Friday 35-hour workweek.

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

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

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

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

4. Represented HEOs shall be given quarterly statements of compensatory time accrued and/or taken.

5. Represented employees in the HEO Series who have worked more than 35 hours on assignments that meet the eligibility for compensatory time set forth in paragraph 2 above in any week between July 19, 2007 and the effective date of this implementation agreement may submit a claim for compensatory time to their college Human Resources Director within 60 days of the effective date of this agreement. Such claims must be accompanied by documentation or other evidence that the time worked was authorized. Should a college dispute any such claim, it shall have ten (10) days from the date the claim was submitted to the college Human Resources Director to produce documentation or other evidence showing that the time was not authorized. Approved compensatory time shall be scheduled by the supervisor, in consultation with the employee, within six months of the approval of the request by the Human Resources Director. In all other respects, the time frames set forth in this implementation agreement shall take effect as of the effective date of this agreement, which shall be the date of the last signature listed below.

6. Except for matters expressly covered in this agreement, nothing shall prevent the PSC and/or an employee in the HEO series from pursuing grievances consistent with article 15.4 b. and/or c. of the 2002-2007 PSC-CUNY collective bargaining agreement and any successor collective bargaining agreement.

7. This is the entire agreement of the parties and cannot be amended, supplemented or modified except by written agreement of the parties. Any claimed violation of this agreement shall be subject to the grievance/arbitration provisions of the 2002-2007 PSC-CUNY collective bargaining agreement and any successor collective bargaining agreement.

The City University of New York	Date 6/24/08	Professional Staff Congress/CUNY	Date 6/17/08