



Office of the Vice Chancellor for  
Labor Relations  
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March 19, 2009

Dr. Barbara Bowen  
President  
Professional Staff Congress/CUNY  
61 Broadway, Suite 1500  
New York, NY 10006

Dear Dr. Bowen:

This letter will confirm the parties' agreement regarding Section 16 (Paid Parental Leave) and Section 17 (Recruitment and Retention) of the 2007-2010 Memorandum of Agreement for a successor collective bargaining agreement between The City University of New York and the Professional Staff Congress/CUNY ("MOA"). The provisions delineated below are intended to effectuate those sections of the MOA and represent the parties' entire understandings and obligations with respect to Sections 16 and 17 of the MOA. It is understood that this will be a pilot program, the terms of which are subject to renegotiation in the next round of collective bargaining.

#### Paid Parental Leave Benefit

1. Pursuant to the 2007-2010 Memorandum of Agreement entered into by The City University of New York and the Professional Staff Congress/CUNY, the funding provided for in Section 16 ("Paid Parental Leave") and Section 17 ("Recruitment and Retention") shall be combined to create a paid parental leave benefit for full-time employees who have a minimum of one year of service with CUNY for a continuous leave of absence to care for a newborn child, or for a newly adopted child, adopted at up to five years of age, for a period not to exceed eight weeks.
2. CUNY will fund \$1,500,000 effective September 28, 2008, October 5, 2009 and October 5, 2010 to pay for this benefit. The mechanism for budgeting, charging and reimbursing this expense to the colleges will be implemented by the CUNY Budget Office. The payments to fund this benefit and the benefits provided by this fund will sunset at the end of the 2007-2010 collective bargaining agreement unless the parties agree otherwise. Should any funds remain at the expiration of the collective bargaining agreement, the parties will determine their use.
3. Employees covered under paragraph 1 of this letter are eligible for eight consecutive weeks of paid parental leave, which must be taken immediately upon the birth or adoption of the child, except as follows:

<sup>1</sup> Reference to "adoption" shall be understood to mean the formal placement of a child with the employee for adoption.

- a. For the birth mother, paid parental leave shall commence immediately upon the expiration of approved use of temporary disability leave related to childbirth.
  - b. Paid parental leave may be taken prior to the birth when deemed medically necessary for the birth mother, and the birth mother does not have sufficient temporary disability leave to cover that period.
  - c. Paid parental leave may be taken prior to the adoption of the child when necessary to fulfill the legal requirements for an adoption (e.g., foreign travel).
  - d. For eligible couples in the bargaining unit who work in the same department at the same college, the parental leaves may not be taken concurrently (or concurrently with the birth mother's period of disability leave, if any), but must be taken consecutively. The couple would be eligible for two consecutive leaves limited to a combined total of 14 rather than 16 weeks. In no event may either parent take a leave of more than eight weeks. The couple may appeal to the President of the College for permission to take the leave concurrently. The decision of the President is final.
4. The following provisions apply to full-time classroom teaching members of the Instructional Staff (hereinafter "teaching faculty" or "faculty"):<sup>2</sup>
- a. For the Fall Semester: A faculty member whose paid parental leave starts between December 15<sup>th</sup> and the beginning of the Spring semester and will continue into the Spring semester may request of the Department Chair the option of a reduction in teaching load of one course in the immediately subsequent Spring semester in lieu of taking the balance of paid parental leave in the immediately subsequent Spring semester. If the faculty member requests the course reduction in lieu of the leave, the Chair of the Department shall review the request with the College President, whose decision shall be final.
  - b. For the Spring Semester: In instances where Paid Parental Leave commences during the Spring semester, every effort will be made by faculty to limit the use of Paid Parental Leave to a single semester. In the rare instances where a faculty member may not have the opportunity, because of the start date of the Paid Parental Leave, to use eight weeks of Paid Parental Leave before the start of the annual leave period as set forth in section 14.1 of the PSC/CUNY collective bargaining agreement, the faculty member is entitled to use the difference between eight weeks and the number of weeks for which he/she was eligible in the Spring semester, effective the first day of the subsequent Fall Semester. It is the parties' intention that the above provision not result in a faculty member's being on leave from teaching responsibilities for two semesters.

Every effort shall be made by the faculty member and Department Chair to resolve scheduling issues in a way that ensures teaching continuity and minimizes the disruptive effect on teaching of the faculty member's being on paid leave from teaching responsibilities, while at the same time respecting the faculty member's entitlement to Paid Parental Leave. If the faculty member and Department Chair are unable to resolve scheduling issues related to Paid Parental Leave in a way that conforms to the parties' expressed intention, they should seek the guidance of the College President. In the unlikely

<sup>2</sup> It is understood and agreed that the provisions of this policy pertaining to teaching faculty also apply to faculty counselors hired prior to September 1, 1998.

event that, after consultation with the College President, the scheduling cannot be resolved, the matter will be referred to the Vice Chancellor for Labor Relations for final determination, after consultation with the PSC President and College President pursuant to paragraph 15 below.

- c. For the summer annual leave period: For a faculty member who becomes eligible for Paid Parental Leave during the period of annual leave as set forth in section 14.1 of the PSC/CUNY collective bargaining agreement, the paid parental leave shall commence effective with the first day of the Fall semester following the period of annual leave or at the expiration of approved use of temporary disability leave related to childbirth, to the extent applicable.
5. The employee must give notice of intent to take paid parental leave to his/her department chair or unit head and to the Director of Human Resources at least 90 calendar days prior to the proposed date of the leave or when the employee has knowledge of the impending birth or adoption, whichever occurs later.
6. As with other paid leaves, the period the employee is on paid parental leave will count as service. However, an employee in a title eligible for tenure, a Certificate of Continuous Employment ("CCE"), or a Certificate of Continual Administrative Service ("CCAS" or "13.3b") who does not yet have tenure, a CCE, or a 13.3b appointment, who takes a paid parental leave during his/her first six years of service (four years for CLT series employees and Lecturers) may, at his/her discretion, elect to have the period of the leave serve as a bridge, in the same manner as does unpaid child care leave taken under section 16.9 of the PSC/CUNY collective bargaining agreement. While the eligible employee may discuss his/her options with his/her department chair or unit head prior to the birth or adoption, the election itself may not be made in advance of the birth or adoption. An eligible employee choosing to exercise this option must notify his/her department chair or unit head and the Director of Human Resources, in writing, within 90 calendar days following the birth or adoption. No election may be made following the expiration of the 90-day period, and once an election is made, it is irrevocable. The election option is no longer available on or after June 1<sup>st</sup> of the year preceding the academic year (September 1<sup>st</sup>-August 31<sup>st</sup>) for professorial series employees, lecturers, and CLT series employees, or the fiscal year (July 1<sup>st</sup>-June 30<sup>th</sup>) for HEO series employees, during which the tenure/CCE/13.3b decision must be made ("decision year"), as applicable. An employee who becomes eligible for a paid parental leave on or after June 1<sup>st</sup> of the year prior to the decision year will not be eligible for the above-referenced election; his/her period of paid parental leave shall count as service.

An eligible Instructor who takes a paid parental leave during his/her first four years of service may similarly elect to have the period of the leave serve as a bridge - in the same manner as does unpaid child care leave taken under section 16.9 of the PSC/CUNY collective bargaining agreement - for purposes of the five-year limit on Instructor service and subsequent applicability, if any, of sections 9.8 and 12.6 of the PSC/CUNY collective bargaining agreement. While the eligible employee may discuss his/her options with his/her department chair or unit head prior to the birth or adoption, the election itself may not be made in advance of the birth or adoption. An eligible Instructor choosing to exercise this option must notify his/her department chair or unit head and the Director of Human Resources, in writing, within 90 calendar days following the birth or adoption. No election may be made following the expiration of the 90-day period, and once an election is made, it is irrevocable. The election option is no longer available on or after June 1<sup>st</sup> of the fourth year of Instructor service. An

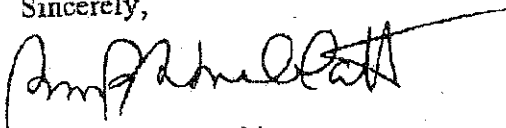
Instructor who becomes eligible for a paid parental leave on or after June 1<sup>st</sup> of the fourth year of Instructor service will not be eligible for the above-referenced election; his/her period of paid parental leave shall count as service.

7. One paid parental leave benefit is available per eligible employee per birth or adoption event; the number of children involved in the birth or adoption does not increase the length of paid parental leave for eligible employees.
8. Eligible employees will remain on the payroll and continue to be eligible for all applicable benefits.
9. Paid parental leave taken pursuant to this program will run concurrently with Family Medical Leave Act ("FMLA") leave, to the extent that such leave is available to the employee.
10. Holidays and/or, for teaching faculty, intersession period(s) (excluding the period of annual leave as defined in Article 14.1 of the PSC/CUNY collective bargaining agreement) that occur while an employee is on paid parental leave do not serve to extend the period of the leave, but rather are counted as part of the period of paid parental leave.
11. If an employee has been non-reappointed and the period of his/her current appointment ends while he/she is on a paid parental leave, he/she is not entitled to payment for any unused portion of the leave beyond the period of his/her appointment.
12. An eligible member of the teaching faculty whose paid parental leave expires mid-semester may return either to teaching or to administrative duties for the balance of the semester, at the discretion of, and as assigned by, the Department Chair after consultation with the employee.
13. Eligible employees who became parents of a newborn or newly adopted child up to 5 years of age between July 17, 2008, and March 20, 2009, will, upon application to the PSC by May 20, 2009, have their circumstances reviewed on an individual basis to determine what benefits, if any, were provided. Employees who were not able to avail themselves of the Paid Parental Leave benefit during the retroactive period above and were not provided an equitable benefit will be granted a benefit that may include one or a combination of the following: up to eight weeks of Paid Parental Leave, restoration of annual leave used, up to eight weeks of pay, release from teaching for one course per semester for up to two semesters. After reviewing the application from the employee, the PSC President, Vice Chancellor for Labor Relations, and the College President will endeavor to reach consensus regarding the retroactive benefit by July 20, 2009. In the event consensus is not achievable, the Vice Chancellor for Labor Relations will make the final decision by July 31, 2009.
14. The parties will review the program prior to the expiration of the collective bargaining agreement.
15. Matters which are not anticipated under these guidelines may be brought to the Vice Chancellor for Labor Relations, who, after consultation with the PSC President and the College President, will issue a final determination as expeditiously as possible. In addition, although employees are expected to have one year of CUNY service to be eligible for the Paid Parental Leave benefit, members of the teaching faculty who give birth during the period of annual leave following two semesters of teaching may appeal to the Vice Chancellor for Labor Relations for an exception to the service requirement.

This agreement shall become effective for births or adoptions occurring on or after the date of the last signature below.

Please sign on the line provided below to indicate your assent to these terms.

Sincerely,



Pamela S. Silverblatt  
Vice Chancellor for Labor Relations

AGREED:

Barbara Bowen      3/19/09  
Professional Staff Congress/CUNY      Date