

**TERMS AND CONDITIONS OF EMPLOYMENT  
FOR STAFF IN THE  
EXECUTIVE COMPENSATION PLAN**



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## 1. INTRODUCTION

The challenges faced by public institutions of higher education during the 21<sup>st</sup> century require effective leadership and management. To that end, The City University of New York ("CUNY") established an Executive Compensation Plan ("ECP" or "the Plan") for its executives designed to enhance recruitment of superior talent and encourage excellence in performance by its most senior officials. Members of the ECP are part of the University's Instructional Staff as noted in Section 6.1 of the *Bylaws of the Board of Trustees of the City University of New York* ("Bylaws").

Staff covered by the ECP serve in positions charged with leading the University and its constituent Colleges, under the policy direction of the Board of Trustees. Acting in accordance with the *Bylaws*, they shape, guide, interpret, and embody the mission of the institution, performing a public trust that extends beyond the particulars of their assignments. Through their knowledge, experience, and leadership, they transform that trust and that mission into academic programs, student services, and administrative systems. They are held accountable that these programs, services, and systems: (i) respond to the educational needs of the diverse student population served by CUNY, (ii) support the responsibilities of the faculty, (iii) are effectively implemented, (iv) operate fairly and efficiently, and (v) conform to the highest principles of public service.

The positions covered by the Plan involve very significant independent management and executive responsibilities, including representation of the University and the Colleges to internal constituents and to external public and private entities. By the nature of their duties, these executives are at the highest ranks of managerial and confidential employees, not subject to representation through collective negotiation. The Plan ensures competitiveness in attracting talent from outside the University, in retaining talent within the University's own ranks, and in compensating the increased responsibilities and risks of executive service. The Plan (i) enables the University to offer competitive salaries to its managerial staff, (ii) enables executives to align their individual goals with the CUNY system's and Colleges' goals, (iii) creates a framework for goal setting and performance evaluation, (iv) focuses on results and behaviors, and (v) creates connections between performance and rewards.

The following titles are included in the ECP: Chancellor, Executive Vice Chancellor, President, Dean of the CUNY School of Law, Dean of the Graduate School of Journalism, Dean of the Macaulay Honors College, Dean of the School of Public Health, Dean of the School of Professional Studies,<sup>1</sup> Senior Vice Chancellor, Vice Chancellor, Associate Vice Chancellor, Secretary of the Board, Senior Vice President, University Dean, University Administrator, Vice President, Dean, Administrator, Assistant Vice President, University Associate Dean, University Associate Administrator, Associate Dean, Associate Administrator, University Assistant Dean, University Assistant Administrator, Assistant Dean and Assistant Administrator. The terms and conditions outlined herein provide information that guides the employment of persons serving in these titles.

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<sup>1</sup> The Dean of the School of Professional Studies is currently a non-tax-levy position.

## **2. APPOINTMENT TO POSITIONS IN THE EXECUTIVE COMPENSATION PLAN**

### **2.1 Filling Vacancies**

Vacant ECP positions are filled by conducting a thorough search with broad outreach expected. Waivers to this general policy will be considered by the CUNY Office of Human Resources Management on a case-by-case basis.

### **2.2 Approvals**

Appointments of persons to positions in the ECP (or appointments on an acting/interim basis to these positions) shall be recommended by the Chancellor to the Board of Trustees for approval. Appointment to the positions of Senior Vice President (or Acting/Interim Senior Vice President) and Vice President (or Acting/Interim Vice President) must be recommended by the Chancellor to the Board of Trustees' Committee on Faculty, Staff and Administration, which will forward approved recommendations to the full Board of Trustees for its consideration.

Appointment to and service of a person in the position of Chancellor shall be in accordance with the *Bylaws*.

In the titles of President, Dean of the CUNY School of Law, Dean of the Graduate School of Journalism, Dean of the School of Professional Studies, and Dean of the Macaulay Honors College, service shall be at the pleasure of the Chancellor and in accordance with the *Bylaws*.

Service in the titles of Executive Vice Chancellor, Senior Vice Chancellor, Vice Chancellor, Associate Vice Chancellor, University Dean, University Administrator, University Associate Dean, University Associate Administrator, University Assistant Dean and University Assistant Administrator shall be at the pleasure of the Chancellor.

Service in the titles of Senior Vice President, Vice President, Assistant Vice President, Dean, Associate Dean, Administrator, Associate Administrator, Assistant Dean and Assistant Administrator shall be at the pleasure of the President.

Service as Secretary of the Board shall be at the pleasure of the Board of Trustees.

### **2.3 Movement within the ECP**

Reclassification to a higher title in the ECP must be approved by the Vice Chancellor for Human Resources Management and will be considered only if the scope of the incumbent's responsibilities has increased significantly.

Appointment of an ECP staff member to a higher title in the Plan with responsibilities unrelated to the incumbent's regular duties (*i.e.*, a new job), must be implemented on an "acting" basis, with a search to be conducted to formally fill the position.

## **2.4 Concurrent Appointments to Other Instructional Staff Titles**

Appointments to positions in the ECP stand by themselves and do not require simultaneous appointment to any other title. If appointment to another title is warranted, leaves of absence may be given, as follows:

### **2.4.1 Tenured and Certificated Members of the Instructional Staff**

A person who held tenure or a Certificate of Continuous Employment (“CCE”) **at the same unit** of The City University of New York prior to being appointed to a position in the ECP, must be placed on leave from the title in which tenure or the Certificate is held for the duration of his/her appointment to a position in the ECP. A person with tenure/CCE **at a different unit** of the City University retains his/her tenure/CCE at the unit in which it was awarded. After the person serves five years in a position in the ECP at the College, the President of the College at which tenure/CCE is held may recommend that the person’s tenure/CCE be transferred to the College where he/she is currently serving in the position in the ECP, following appropriate consultation.

### **2.4.2 Instructional Staff Members Holding Appointments with Certificates of Continual Administrative Service (13.3b)**

A person who held a Higher Education Officer (“HEO”) series appointment in accordance with section 13.3b of the Professional Staff Congress (“PSC”) / CUNY Agreement immediately prior to being appointed to a position in the ECP **at the same unit** of the City University of New York must be placed on leave from the 13.3b appointment for the duration of his/her appointment to a position in the ECP.

There are two options for handling the ECP appointment of a person who held a HEO series appointment with 13.3b status at a **different** unit of the University:

- a. The individual may be required to resign the HEO position as a condition of accepting the ECP position without an underlying title; or
- b. The individual may be appointed to and placed on leave from an equivalent HEO position with 13.3b, at the discretion of the appointing College (or the Chancellery for the University’s Central Office).

### **2.4.3 Concurrent Appointments to Positions in the ECP and Faculty Titles**

For Presidents and other persons with responsibilities in academic areas, and in other appropriate instances, appointments may be made concurrently to a position in the ECP and to a professorial title in an academic department, *i.e.*, Assistant Professor, Associate Professor, or Professor. Once appointed to positions in the ECP, staff who have underlying professorial appointments will immediately be placed on leave from that professorial appointment. The professorial appointment and leave of absence must be

renewed each year, and shall be without salary or tenure service credit. The dates of notification of reappointment to the professorial title shall be the same as those applicable to non-tenured members of the professorial staff.

Pursuant to the provisions of Section 6.2 of the *Bylaws*, appointments to the title of Full Professor or Associate Professor with immediate tenure may be made, in accordance with established policies and procedures.

Concurrent appointments to ECP and Instructor titles are not permitted. Concurrent appointments to ECP and Lecturer titles are permitted only when the appointee carries a CCE (See Section 2.4.1).

#### **2.4.4 Concurrent Appointments to ECP and HEO Titles**

Appointees to the ECP may not receive a new appointment to a HEO title. If an individual has a HEO appointment without 13.3b, the individual will remain on leave from the HEO position until the end of the HEO appointment period. The College, in its discretion, may appoint the individual to subsequent annual HEO appointments and place the individual on leave. If the College does not choose to appoint the individual to subsequent HEO appointments, the College must notify the individual that the HEO appointment has expired.

### **2.5 Fractional Appointments**

Appointments to positions in the ECP are full-time. In extraordinary cases, however, fractional appointments of at least 60% time over a minimum of three days per week may be approved by the Vice Chancellor for Human Resources Management. In these cases, salary is pro-rated. Fractional time appointments cannot be used to engage in activity that results in additional compensation for the ECP member.

## **3. WORKLOAD**

The work week for employees in the ECP consists of no fewer than 35 hours, as assigned by the Chancellor or President (or his/her designee). It is expected that staff in ECP positions will devote the time necessary to accomplish all required work. Regulations established by the College or the University's Office of Human Resources Management concerning time and leave accounting and record-keeping shall be observed by persons in positions in the ECP.

## **4. MULTIPLE POSITIONS**

The primary obligation of staff in ECP positions is to provide service to The City University of New York. As executives, all ECP staff members are expected to be available to fulfill their professional obligations at all times. Thus, staff in ECP positions shall not normally receive extra compensation for teaching or non-teaching work performed for the University. A request from a President or from a member of the Chancellery for an exception to permit an ECP staff member to receive additional compensation for teaching



or other work performed outside of normally assigned hours requires the approval of the Vice Chancellor for Human Resources Management.

Staff in ECP positions shall, upon approval of the President or, in the case of the University's Central Office, the Chancellor, be permitted to engage in outside consultation and professional activities up to a maximum of two (2) work days per month, for a total of 24 work days per year. Work days on which such consultation activities occur shall be charged to annual leave. Outside activities may not interfere with the executive's primary commitment to CUNY.

## **5. VOTING RIGHTS**

Staff in ECP positions shall not be eligible to vote, serve, or be counted in determining a quorum or any required majority involving Personnel and Budget Committees, unless the governance plan of the College or the University *Bylaws* specifically provides for such membership.

## **6. COMPENSATION AND PAYROLL**

In accordance with the policies of the State of New York, persons appointed to State-funded ECP positions will be subject to a two-week pay lag. Persons appointed to City-funded ECP positions are not currently lagged. Salary ranges shall be those established in accordance with the policies of the Board of Trustees.

Salary increases in the ECP are based upon job performance and goal attainment, which are evaluated on an annual basis. Increases outside of the annual performance review cycle will only be considered in extraordinary cases and must be recommended by the Chancellor to the Board of Trustees for approval.

## **7. FRINGE BENEFITS**

### **7.1 Health Benefits**

All ECP members are eligible for health coverage under the City of New York's Health Benefits Program (NYCHBP), and for supplemental benefits provided by the University. A buy-out waiver for health premiums is available to eligible employees. Flexible Spending Accounts are offered for two types of expenses—health and dependent care—and are funded through pre-tax payroll deductions, thereby reducing taxable income.

### **7.2 Transportation**

A pre-tax Flexible Spending Account for transportation is offered.

### **7.3 Tuition Waivers**

All staff in ECP positions shall be granted a waiver of tuition for undergraduate credit-bearing courses offered by the University during the fall and spring semesters. Six credits per semester during the fall and spring semesters are also available at the graduate level on a space-available, no-cost basis. To be eligible for this benefit, ECP members must

have served full-time in the University for at least twelve (12) months prior to the first day of classes.

## **8. RETIREMENT BENEFITS**

New York State law mandates that ECP members enroll in a retirement system, unless the employee is a retiree collecting a pension from New York State or any of its political subdivisions. A new ECP member has 30 days from his/her appointment date to choose a retirement program; the choice is irrevocable. If no choice is filed within 30 days, the law mandates that the employee be assigned to the New York City Teachers' Retirement System ("TRS").

Staff in ECP positions may choose between TRS or the Optional Retirement Program ("ORP"), presently administered by The Teachers Insurance and Annuity Association-College Retirement Equities Fund ("TIAA-CREF"). Alternate funding vehicles—currently Guardian, Met Life and the New York State Deferred Compensation ("457") Plan—are also available. Previous members of the New York City Employees' Retirement System (NYCERS) or the Board of Education Retirement System (BOERS) who wish to remain in either of those systems may do so if they file an application for Transfer Contributor status within 30 days of appointment.

Retirees under the age of 65 receiving a pension from New York State or any of its political subdivisions cannot participate in CUNY's pension program and are limited to restrictions on earnings pursuant to Sections 211 and 212 of the New York State Retirement and Social Security Law. In exceptional cases, where the only qualified candidate is a retiree collecting a New York State pension, the College may seek to obtain a 211 waiver. Colleges requesting the appointment of an individual needing a 211 waiver must certify that there is no qualified non-retiree available who can perform the work. In order to make this certification a search must first be conducted to fill the position.

### **8.1 The New York City Teachers' Retirement System (TRS)**

TRS is a defined benefit plan in which retirement benefits are based on age, final average salary ("FAS") and years of service. Employees are eligible to retire with a full retirement allowance upon reaching 62 years of age with 5 years of credited service, OR at age 55-61 with 30 years or more of service. Employees between 55 and 61 years of age who have completed at least 5 years of service in the ECP may be eligible to retire with a reduced retirement allowance. ECP staff members should consult with the Human Resources Office to determine individual eligibility.

Staff in ECP positions who are participants in the TRS or NYCERS plans shall be entitled to retiree health benefits if: (i) the individual has the requisite combination of age and at least ten (10) years of credited service as a member of a retirement or pension system maintained by the City of New York; (ii) the individual was employed immediately prior to retirement as a member of such pension system; or (iii) the individual is receiving a pension check from a New York City retirement system (See Appendix 3: Summary of Benefits).

## **8.2 The Optional Retirement Program (ORP – TIAA-CREF)**

The ORP is administered by TIAA-CREF. Alternate funding vehicles, currently Guardian, MetLife and the New York State Deferred Compensation (“457(b)”) Plan, are also available. The ORP is a defined contribution plan with benefits based on the amounts contributed by the employer and the employee and the success of the investments. Vesting occurs after the first 366 days of continuous employment, with contributions made from date of appointment. Vesting is immediate if the employee has a current TIAA-CREF contract. The ORP has no minimum age for retirement.

Staff in ECP positions participating in the ORP who separate from CUNY service at age 55 or over with at least ten (10) years of pensionable, continuous full-time CUNY service, and who are collecting a pension based on CUNY service, are eligible for retiree health benefits. Staff in ECP positions in the ORP who separate from CUNY service prior to age 55 with at least ten (10) years of pensionable, continuous full-time CUNY service, and who are collecting a pension, are eligible to receive retiree health benefits at age 55, as long as they are not subsequently employed full-time at another institution of post-secondary education with duties comparable to those performed by the Instructional Staff at CUNY.

## **8.3 Annual Leave Payments Upon Retirement**

Upon retirement, staff in ECP positions receive the balance of any accrued annual leave in a lump sum, in accordance with Section 12.

## **8.4 Retirement (Travia) Leave**

Article 13 of the *Bylaws* governs retirement leaves for staff in positions in the Executive Compensation Plan. Retirement leave (known familiarly as “Travia Leave”) is a leave of absence with full pay consisting of one-half of accumulated unused temporary disability leave. Unused temporary disability leave may accrue up to 160 days. If the ECP staff member has accrued the full 160 days of unused temporary disability leave, he/she will be given a 5-month paid leave. If the ECP staff member has accrued fewer than 160 days, he/she will be given a leave equal to one-half of the accrued temporary disability leave.

While on Travia Leave, the ECP staff member remains on payroll, and pension benefits may not begin until the Travia Leave is exhausted and the employee is no longer on the payroll. He/she does not continue to earn temporary disability leave, annual leave or unscheduled holidays while on Travia Leave.

To receive Travia Leave an ECP staff member must:

- Participate in one of the public retirement systems (such as NYCERS or TRS) or the ORP and be eligible for pension benefits;
- Announce his/her bona fide intention to retire and file the appropriate retirement application; and

- Have a minimum of five (5) years of service.

For staff in ECP positions who participate in one of the public retirement systems (e.g., NYCERS or TRS), the eligibility requirements for Travia Leave are the same as the eligibility requirements for paid service retirement, *i.e.*, a combination of years of service and age, which vary depending upon the date of hire.

For ECP members who participate in the ORP, the eligibility requirements for Travia Leave are generally 55 years of age with a minimum of five years of service. ECP members should consult with their Director of Human Resources for specific eligibility requirements.

## **9. JURY DUTY**

Staff in ECP positions who are required to serve on a jury, to report to court in person to respond to a jury duty summons, or to report for jury duty examination or qualification, shall receive their regular salary during such absences, provided that they remit to the University an amount equal to the non-travel compensation they receive, if any, for jury duty service. ECP staff on jury duty during annual leave or holidays shall not be required to remit to the University such non-travel compensation.

## **10. TEMPORARY DISABILITY LEAVE (SICK LEAVE)**

"Temporary Disability" is defined as a temporary mental or physical incapacity, and shall be deemed to include pregnancy, complications of pregnancy and childbirth. ECP staff earn twenty (20) days of Temporary Disability Leave (also known as sick leave) each year. Persons employed on partial schedules shall have their accumulated temporary disability leave prorated. Accumulations shall not exceed 160 days. Sick leave may be earned only after a full month of service, and no accruals or partial accruals are granted for service of less than a full calendar month. A full calendar month of service is service from the first working day through the last working day of a given month.

Temporary disability leave shall be computed from the first day of absence from assigned duties and shall include all additional calendar days exclusive of Saturdays, Sundays and authorized holidays until such person's return. Any absences in excess of the cumulative temporary disability leave accrued to an absentee shall be taken without pay, except that the Board of Trustees may, in cases of protracted temporary disability or unusual hardship, hear recommendations from the President that the *Bylaws* be waived without thereby establishing a precedent. Members of the ECP who are entitled to disability insurance benefits provided by the University shall receive an advance of paid temporary disability leave from the date of commencement of their temporary disability up to the commencement of disability insurance benefit payments.

Members of the ECP may use three (3) days of their accrued sick leave per year, *i.e.*, September 1 through August 31, for the care of an ill family member, consistent with applicable rules and procedures. The definition of the term "family" will be the same as the definition in the University's Family Medical Leave Act (FMLA) policy and includes son, daughter, spouse, registered domestic partner, and parent.

ECP staff members who leave one unit of CUNY to accept a position at another unit of CUNY retain all unused sick leave balances; such accrued balances shall be transferred to the new (appointing) institution for the staff member's use.

## **11. DEDICATED SICK LEAVE PROGRAM**

Staff members in the ECP are eligible to participate in The City University of New York Dedicated Sick Leave Program. This program enables individuals who are employed full-time on an annual salary basis to donate sick leave and/or annual leave for use as sick leave by a seriously ill or injured eligible employee who has been designated by the donor. Eligible recipients may receive up to one-hundred and twenty (120) days or six (6) months of paid sick leave, which ever is greater, in any one program year (September 1 – August 31), inclusive of the annual leave period for teaching faculty. Donated leave may be approved in increments not exceeding two (2) months. The Dedicated Sick Leave Program permits donations of annual leave and/or sick leave across campuses and across titles. Staff members should contact the Human Resources Office for information regarding the details of the program.

## **12. ANNUAL LEAVE (VACATION)**

Staff members in ECP titles earn twenty-five (25) days of annual (vacation) leave per year. The annual leave year runs from September 1 through August 31.

### **12.1 Annual Leave Caps**

Annual leave balances for staff in ECP positions will be managed as follows:

- Staff appointed to ECP titles on or after January 1, 2009, with no service in the University immediately preceding appointment to the ECP title have an annual leave cap of 50 days.
- Staff members appointed to ECP titles before January 1, 2009, or appointed to ECP titles on or after January 1, 2009, with service in the University prior to January 1, 2009, immediately preceding appointment to the ECP title are governed by the following rules:
  - Such members with 50 days of accrued annual leave or fewer as of August 31, 2010, have an annual leave cap of 50 days.
  - Members of the ECP with more than 50 days of accrued annual leave as of August 31, 2010, shall have as the maximum number of days that can be carried forward to the next annual leave year the balance as of that date (the "personal cap"). The personal cap can never increase, it can only diminish down to a cap of 50 days. Thus, if on any subsequent August 31, the staff member has a balance lower than the balance as of August 31, 2010, that lower number becomes the personal cap, subject to further

reduction, if the staff member's balance as of any subsequent August 31 is lower than the balance on the previous August 31.<sup>2</sup>

- No ECP member may be authorized to carry over annual leave in excess of the caps established in this Section 12. Any annual leave in excess of the cap will be removed from the record at the end of the annual leave year and thereafter may not be used. There will be no compensation for such excess annual leave upon separation from employment.

## **12.2 Vacation Exchange**

Subject to the annual approval of the Chancellor or the Chancellor's designee, ECP staff members will be allowed to exchange up to five days of accrued annual leave for an equivalent amount of cash, payable December 1 at the employee's rate of pay on the preceding October 1. To participate, eligible employees must have 35 or more days of annual leave during the annual election period.

## **12.3 Transfer of Annual Leave Balances**

When a staff member in an ECP position leaves one unit of CUNY to accept another ECP appointment within the University, the appointing College must accept all annual leave balances from the unit at which the employee was previously employed. However, the unit at which the employee was previously employed must reimburse the appointing College for the present value of any annual leave in excess of 50 days (or the personal cap).

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<sup>2</sup> For purposes of this paragraph, the amount of accrued annual leave shall be determined according to the University's records as maintained by the colleges. The annual leave balance that becomes the personal cap shall include days reported in the college/University records in excess of 50 days as of August 31, 2010, whether or not there is evidence of annual written permission to exceed the 50 days under the former "Terms and Conditions of Employment," as long as the Chancellor approves such balance. For Presidents and members of the Chancellery who separated from service on or after September 1, 2009 but on or before August 31, 2010, and whose annual leave balances have not yet been fully paid, the annual leave balance for purposes of the lump sum payment pursuant to paragraph 16 shall include days reported in the college/University records in excess of 50 days. This shall be the case whether or not there is evidence of annual written permission to exceed the 50 days under the former "Terms and Conditions of Employment," as long as the Chancellor approves such balance.

## 13. LEAVES

### 13.1 Child Care

Child care leave without pay for the purpose of caring for a newborn child shall be granted upon notification to the President or Chancellor, provided the applicant has legal responsibility for the care and/or support of said child. Similarly, leave can be requested when a child is placed into the staff member's home as a result of adoption or foster care. Duration of child care leave may be up to six (6) months. Extension of such special unpaid leave may be permitted at the staff member's request, for a period not to exceed one year from the end date of the original leave.

### 13.2 Leaves for Special Purposes

Leaves without pay of reasonable duration for special purposes such as study, writing, research, or the carrying out of a creative project or public service, may be recommended to the Chancellor by a President. The Chancellor will, in turn, recommend to the Board of Trustees those leaves of which he approves.

### 13.3 Study Leaves

Upon the recommendation of a President to the Chancellor, and the Chancellor to the Board of Trustees, ECP staff members may be granted a three-month study leave at full salary after every fifth year of service in the ECP following the initial date of appointment, or the date of the last leave taken pursuant to this policy. This leave is granted for the purpose of improving administrative and/or academic performance, and shall be taken in lieu of annual leave accrued for that year of service.

## 14. HOLIDAYS

When demands of service permit, ECP employees may avail themselves of the following holidays, pursuant to a schedule to be established annually by the University:

Independence Day	New Year's Holiday (December 31 and January 1)
Labor Day	Martin Luther King Jr. Holiday
Columbus Day	Lincoln's Birthday
Thanksgiving Holiday (Thursday and Friday)	Presidents' Day
Christmas Holiday (December 24 and 25)	Memorial Day

In addition, ECP staff members receive four (4) unscheduled holidays (personal days) each year, to be taken during the period September 1-August 31.

## **15. ETHICS**

Persons appointed to positions in the Executive Compensation Plan are subject to the Provisions of the New York State Public Officers Law, and are required to file an annual Financial Disclosure form with the New York State Commission on Public Integrity.

## **16. SEPARATION FROM THE EXECUTIVE COMPENSATION PLAN**

### **16.1 Involuntary Separation**

Individuals separated without cause from the ECP may have rights to return to previously held faculty and/or HEO positions (“reverter rights”), as indicated in Sections 16.1.1 – 16.1.6 below. Alternatively, an individual with reverter rights separated without cause from the ECP, other than individuals appointed to the ECP in an interim or acting capacity, may take advantage of the severance provisions outlined in Section 16.1.7 by resigning from all positions in the University.

#### **16.1.1 Tenured and Certificated Members of the Instructional Staff**

Persons in the ECP who hold tenure or a Certificate of Continuous Employment in an Instructional Staff title shall, upon termination from the ECP position, return to the title in which tenure or the Certificate is held.

#### **16.1.2 Instructional Staff Holding 13.3b Appointments**

Persons in the ECP who hold a HEO appointment in accordance with Section 13.3b of the PSC/CUNY Agreement from which he/she was granted a leave, shall, upon separation from the ECP, return to the HEO title in which the 13.3b appointment is held. Alternatively, the employee may be placed in a higher HEO title for a period of one (1) year. A subsequent reappointment in the higher title will carry 13.3b status.

#### **16.1.3 Instructional Staff in Annual or Multiple-Year Appointments**

Instructional Staff who held either annual or multiple-year appointments immediately prior to being appointed to the ECP shall be returned to their Instructional Staff positions upon separation from the ECP, as follows:

- If the previously held Instructional Staff appointment has not yet expired, the employee may resume service in the appointment until its expiration date.
- If the previously held Instructional Staff appointment has expired, the employee may be considered for appointment in the title he/she held immediately prior to the ECP appointment for the balance of the current annual appointment period. Thereafter, the employee may be considered for a one-year appointment and subsequent future



reappointments, the length of which will be determined by whether or not the title is included in the collective bargaining unit.

- After a one-year appointment, time served in the Instructional Staff title immediately prior to service in the ECP will be counted towards future reappointments.

#### **16.1.4 Classified Staff on Leave from a Position with Permanent Status**

Persons appointed to an ECP position who are serving in, or on leave from, an appointment in the Classified Service with permanent status, shall, upon separation from the ECP, resume service in the previously held Classified Service position.

#### **16.1.5 Tenure Service Credit**

When an untenured member of the Instructional Staff is appointed to serve in the ECP and subsequently returns to his/her Instructional Staff title without a break in service, eligibility for tenure shall be calculated as follows:

- The full years of service in the tenurable title immediately preceding the ECP appointment shall be added to the full years of service in the tenurable title that follows ECP service.
- When an employee is appointed to a position in the ECP and is simultaneously appointed to a professorial position without tenure, the employee shall be, from the date of the initial ECP appointment, on leave from the professorial appointment. No service credit toward tenure in the professorial position shall accrue during the period the employee serves in the ECP. Upon separation from the ECP, the employee shall serve in the tenurable position as if it were a new appointment.

#### **16.1.6 Credit Towards a 13.3b Appointment**

If, at the time of appointment to the ECP, an individual has a HEO appointment without a Certificate of Continual Administrative Service pursuant to Section 13.3b of the PSC/CUNY Agreement, he/she may remain on leave from the HEO position until the end of the HEO appointment period and may be granted subsequent appointments and leaves in the College's discretion. Upon leaving the ECP, if the individual's HEO appointment has not expired, he/she may revert to the HEO series position included in the collective bargaining unit. In addition, if the HEO appointment has expired, the College may, in its discretion, appoint the individual to a HEO position. In either event, the following rules apply to determine progress toward a multiple year appointment or a 13.3b appointment:

##### **16.1.6.1 Appointment to an Included Position from an ECP Position with Prior Service in an Included Position**

A HEO series employee who held a position included in the collective bargaining unit immediately prior to appointment in the ECP and was granted leaves of absence from the HEO position, who is then separated from the ECP and immediately appointed again to

an included HEO position, will be considered for reappointment and eventual attainment of 13.3b status based on the number of full years of active service in the included title, provided that the employee serves at least one full year in the HEO series title immediately preceding consideration for a 13.3b appointment.

#### **16.1.6.2 Appointment to an Included Position from an ECP Position with Prior Service in an Excluded Position**

An employee who formerly held a HEO position excluded from the collective bargaining unit, who was appointed to an ECP title, was granted leaves of absence from the HEO title and subsequently separated from the ECP, may be appointed to an included HEO position. At the College's discretion, the individual may receive a one-year appointment for the first full year following separation from the ECP. Thereafter, the length of the employee's appointment shall be based upon the total full years of continuous service in both the excluded and included HEO series positions held immediately before and after service in the ECP title. The period served in the ECP title shall not be counted in determining total years of service.

#### **16.1.7 Severance**

Other than employees appointed to the ECP in an interim or acting capacity,<sup>3</sup> upon involuntary separation from positions in the ECP for reasons other than cause, employees, who have served at least one year in the ECP and are without reverter rights who are not transitioned to another position within the University, or employees who choose to waive their reverter rights by resigning from all positions within the University as provided in Sections 16.1.1 – 16.1.6 above, shall receive, in a non-pensionable lump sum, the equivalent of 1/12 of annual salary for every 12 full calendar months of continuous paid executive (*i.e.*, ECP and REM) service immediately prior to severance up to a maximum of the equivalent of one year's annual salary.<sup>4</sup>

These payments shall be in addition to payments for any accrued annual leave due the employee, and shall be reduced by the salary value of any Travia Leave entitlement.

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<sup>3</sup> The general rule is that an ECP member involuntarily separated from an interim or acting appointment in the ECP does not qualify for a severance payment. There is one exception: If an individual serving in a regular ECP appointment accepts an interim or acting appointment, and, at its conclusion, is not offered the opportunity to revert to the regular ECP title that he/she held immediately prior to the title held in an interim or acting capacity, he/she will be eligible for a severance payment.

<sup>4</sup> If the ECP member is eligible for a severance payment, all continuous full calendar month ECP service, both regular and interim or acting, as well as continuous REM service, will be included in the calculation of the severance payment. No credit toward a severance payment shall be granted for service of less than a full calendar month. A full calendar month of service shall represent service from the first working day through the last working day of a given month.

## **16.2 Voluntary Separation**

Upon voluntary resignation from the ECP, employees will receive the balance (if any) of accrued annual leave in a lump sum, consistent with Section 12.

APPENDIX 1

SPECIAL RULES FOR PRESIDENTS AND  
MEMBERS OF THE CHANCELLERY

## **SPECIAL RULES FOR PRESIDENTS AND MEMBERS OF THE CHANCELLERY**

### **1. NON-BASE COMPENSATION**

#### **1.1 Automobile Provisions**

The Chancellor, Presidents, the Dean of the CUNY School of Law, and the Dean of the Graduate School of Journalism are provided with an automobile and driver. Executive Vice Chancellors, Senior Vice Chancellors, and Vice Chancellors are provided with automobiles. The Chancellor may assign University vehicles to other ECP members at his/her discretion. The use of vehicles is governed by the *University Automobile Use Manual* (See Appendix 4).

#### **1.2 Housing**

Senior College Presidents will be provided with either University-owned residences, or a housing allowance of \$5,000 per month. Senior College Presidents who are provided with a University-owned residence are assessed \$1507.74 per year for housing. Community College Presidents, the Dean of the CUNY School of Law, the Dean of the Graduate School of Journalism, and the Dean of the Macaulay Honors College are provided with a housing allowance of \$5,000 per month. Acting Presidents at both the Senior and Community College level receive \$3,000 per month as a housing allowance. The Chancellor receives a housing allowance of \$7,500 per month. All housing allowances are subject to modification based on a biannual review of the cost of living and housing indices.

### **2. RETIREMENT PAYMENTS FOR PRESIDENTS AND THE CHANCELLOR**

An individual who serves as Chancellor, President, Dean of the Law School, or Dean of the Graduate School of Journalism, the Dean of the School of Public Health, or the Dean of the Macaulay Honors College for seven years, is provided seven months' salary (paid in a lump sum) upon retirement from the University, in addition to any Travia (sick leave) pay and annual leave pay to which he/she is entitled. Any individual who receives a severance benefit pursuant to Section 15.A(vii) shall not be eligible for this payment.

### **3. University Professor**

The Chancellor may, in his/her discretion, recommend to the Board of Trustees the appointment of an individual as University Professor. To be eligible for consideration for appointment as a University Professor the individual must have served as President of a College of the University for a period of at least eight years immediately preceding such appointment. The appointment shall be for five years. Upon the recommendation of the Chancellor, the individual shall be eligible for one five-year reappointment.

### **4. Chancellor Emeritus**

The Board of Trustees may, in its discretion, appoint an individual to the ECP title of Chancellor Emeritus. To be eligible for consideration for appointment as Chancellor Emeritus, an individual must have served as Chancellor of the City University of New York for a period of eight years immediately preceding such appointment. The salary will be determined by the Board of Trustees. The term of appointment shall be five years. Upon recommendation of the Chair of the Board, the individual shall be eligible for one five-year reappointment.

APPENDIX 2  
SALARY PLAN

# SYSTEM OFFICERS

(Revised 10/09)

TITLE	SALARY RANGES effective 10/1/2007 - 9/30/09		SALARY RANGES effective 10/1/2009	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
Chancellor	\$249,600	\$456,995	\$249,600	\$470,705
Executive Vice Chancellor	\$193,210	\$338,722	\$193,210	\$348,884
Sr. Vice Chancellor	\$154,566	\$285,800	\$154,566	\$294,374
Vice Chancellor	\$128,807	\$240,800	\$128,807	\$248,024
Secretary of the Board	\$112,503	\$180,670	\$112,503	\$186,090
University Dean/ University Administrator	\$108,241	\$190,112	\$108,241	\$195,815
University Assoc Dean/University Assoc Admin	\$92,514	\$162,608	\$92,514	\$167,486
University Assistant Dean/University Assist Admin	\$80,444	\$141,499	\$80,444	\$145,744

"REFLECTING MANAGEMENT/CONFIDENTIAL (M/C) INCREASE, EFFECTIVE 4/1/08"



# RESEARCH INSTITUTIONS

(Revised 10/09)

The CUNY Law School and Macaulay Honors College, Baruch College, Brooklyn College, The City College, Hunter College, The Graduate School and University Center, The Graduate School of Journalism, Queens College, School of Professional Studies

TITLE	SALARY RANGES effective 10/1/2007 - 9/30/09		SALARY RANGES effective 10/1/2009	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
Deans of the Law School, Dean of the Graduate School of Journalism, Dean of Macaulay Honors College	\$165,528	\$290,307	\$165,528	\$299,016
President	\$165,528	\$290,307	\$165,528	\$299,016
Senior Vice President	\$132,422	\$232,403	\$132,422	\$239,375
Vice President	\$115,149	\$211,192	\$115,149	\$217,528
Dean/Administrator/ Asst VP	\$100,132	\$175,932	\$100,132	\$181,210
Associate Dean/Assoc Administrator	\$87,069	\$153,088	\$87,069	\$157,681
Assistant Dean/Asst Administrator	\$75,710	\$133,222	\$75,710	\$137,219

"REFLECTING MANAGEMENT/CONFIDENTIAL (M/C) INCREASE, EFFECTIVE 4/1/08"

# MASTER'S INSTITUTIONS

(Revised 10/09)

John Jay College of Criminal Justice, Lehman College, The College of Staten Island

TITLE	SALARY RANGES		SALARY RANGES	
	effective 10/1/2007 - 9/30/09		effective 10/1/2009	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
President	\$152,675	\$267,380	\$152,675	\$275,401
Senior VP	\$127,281	\$223,072	\$127,281	\$229,764
Vice President	\$110,666	\$194,021	\$110,666	\$199,842
Dean/Administrator/ Asst VP	\$96,140	\$168,627	\$96,140	\$173,686
Associate Dean/Assoc Administrator	\$83,705	\$146,891	\$83,705	\$151,298
Assistant Dean/Asst Admin	\$72,419	\$127,768	\$72,419	\$131,601

"REFLECTING MANAGEMENT/CONFIDENTIAL (M/C) INCREASE, EFFECTIVE 4/1/08"

**BACCALAUREATE INSTITUTIONS****(Revised 10/09)****Medgar Evers College, New York City College of Technology, York College**

<b>TITLE</b>	<b>SALARY RANGES</b> effective 10/1/2007 - 9/30/09		<b>SALARY RANGES</b> effective 10/1/2009	
	<b>MINIMUM</b>	<b>- MAXIMUM</b>	<b>MINIMUM</b>	<b>- MAXIMUM</b>
<b>President</b>	\$152,675	- \$258,706	\$152,675	- \$266,467
<b>Senior VP</b>	\$122,892	- \$215,757	\$122,892	- \$222,230
<b>Vice President</b>	\$106,904	- \$187,751	\$106,904	- \$193,384
<b>Dean/Admin/Asst VP</b>	\$92,901	- \$163,298	\$92,901	- \$168,197
<b>Associate Dean/Assoc Admin</b>	\$80,779	- \$142,084	\$80,779	- \$146,347
<b>Assistant Dean/Asst Admin</b>	\$70,224	- \$123,588	\$70,224	- \$127,296

**"REFLECTING MANAGEMENT/CONFIDENTIAL (M/C) INCREASE, EFFECTIVE 4/1/08"**

**COMMUNITY COLLEGES****(Revised 10/09)****Borough of Manhattan, Bronx, Hostos, Kingsborough, LaGuardia,  
Queensborough**

<b>TITLE</b>	<b>SALARY RANGES</b> effective 10/1/2007 - 9/30/09		<b>SALARY RANGES</b> effective 10/1/2009	
	<b>MINIMUM</b>	<b>- MAXIMUM</b>	<b>MINIMUM</b>	<b>- MAXIMUM</b>
<b>President</b>	\$134,910	- \$236,866	\$134,910	- \$243,972
<b>Senior VP</b>	\$117,354	- \$206,038	\$117,354	- \$212,219
<b>Vice President</b>	\$102,097	- \$179,286	\$102,097	- \$184,665
<b>Dean/Administrator/Asst VP</b>	\$88,721	- \$155,983	\$88,721	- \$160,662
<b>Associate Dean/Assoc Admin</b>	\$77,121	- \$135,710	\$77,121	- \$139,781
<b>Assistant Dean/Asst Admin</b>	\$67,089	- \$118,049	\$67,089	- \$121,590

**"REFLECTING MANAGEMENT/CONFIDENTIAL (M/C) INCREASE, EFFECTIVE 4/1/08"**

**THE CITY UNIVERSITY OF NEW YORK  
EXECUTIVE COMPENSATION PLAN  
SALARY PLAN REPORT**

Revised June 26, 2006  
(BOT)

**EXECUTIVE COMPENSATION PLAN  
SALARY PLAN  
THE CITY UNIVERSITY OF NEW YORK**  
(Effective September 1, 2006)

**I. INTRODUCTION**

The City University of New York recognizes the importance of innovative, highly competent, accountable and visionary leadership. To this end, in February of 2000, the University's Board of Trustees approved a revised Executive Compensation Plan (ECP) that became effective May 1, 2000, which introduced annual performance assessments and performance based salary increases for top administrators in the University. Furthermore, the 2000 Plan, for the first time in University history, tiered the salary ranges for Presidents to reflect the complexity of the colleges in the system.

While the current plan has served the University well, the changing landscape of higher education requires CUNY to periodically assess its competitiveness in the marketplace. CUNY's Board of Trustees Executive Compensation Plan resolutions (1987, 1994 and 2000) state "that periodically thereafter, but no less frequently than every five years, the Board of Trustees shall review national peer data to compare and reassess its Executive Compensation (Salary) Plan." The last salary study undertaken by CUNY was completed in 1999 and shared with the Board of Trustees at that time. The review that follows began in 2003 and is consistent with the stated intention of the Board of Trustees. As in the past, funds for all performance-based increases and all non-base compensation items identified herein will be absorbed by the University system or by the campuses.

**II. BACKGROUND**

**A. Salary Structure**

The origins of the Executive Compensation Plan of The City University of New York (CUNY) can be traced to the early 1980's when the Board of Trustees adjusted the salaries of the Chancellor, Deputy Chancellor, Presidents, and Vice Chancellors and eliminated all REMS (salary supplements) for these titles. The base salary plus the REM was replaced by a total salary and was linked, for each executive title, to comparable positions at the State University of New York (SUNY). The Board of Trustees also linked the salaries of incumbent CUNY Presidents to the salaries of presidents at SUNY (Board

minutes, 12/21/81).

During the mid-1980's, the Board continued to review and adjust the salaries of CUNY executive staff, in consultation with the State Division of the Budget, and in relation to comparable salaries and positions at SUNY. In 1986, the Board eliminated REMs for the majority of executive titles. The titles were added to the Executive Compensation Plan and salaries were linked to equivalent positions at SUNY (Board minutes, Jan. 27, 1986, April 28, 1986, Nov. 24, 1986).

At its meeting of October 20, 1987, The City University Board of Trustees adopted a Salary Plan Report that was developed in accordance with Chapter 263 of the Laws of 1987, which authorized both The City University of New York and The State University of New York to establish and implement salary plans. These plans were to be developed in consultation with the New York State Division of the Budget, and the Governor's Office of Employee Relations with a 60 day notification to the Ways and Means Committee of the State Assembly, the Finance Committee of the New York State Senate, and the Director of the Budget.

In 2000, the Board of Trustees approved a Revised Salary Plan that was based on a review of market data and best practices in higher education, undertaken by the firm of William M. Mercer, Inc. The plan set out, for the first time in CUNY, a tiering of Presidential salaries based on the complexity of the institution the President headed. Furthermore, this plan moved the University to the forefront of post-secondary institutions by linking salary increases for executives to performance. In addition, the remaining REMs for lower level executive positions, were eliminated.

### **B. Salary Increases**

In October of 1987, and in accordance with Board policy at that time, senior executive salaries were to be adjusted annually in accordance with general increases for State Commissioners. Salary increases for the executive titles of Vice President and below (Dean, Administrator, Assistant Vice President, Associate Dean, Associate Administrator and corresponding University titles at the Central Office) were to be adjusted in accordance with general salary increases for New York State Management/Confidential (M/C) employees. In 1994, the Board amended the Salary Plan so that future salary adjustments for all titles in the Executive Compensation Plan would be linked to general salary increases for New York State M/C employees. This change was designed to promote greater comparability with SUNY and consistency within the administration of CUNY's Executive Compensation Plan.

Before the revision of the Salary plan in 2000, salary adjustments awarded to executive

staff were extremely modest and did not keep pace with the national competitive market. Presidents had received increases totaling a mere 16.25% over the previous ten year period (1990 - 2000) which contrasted sharply with the 40.6% increase reported for executives by the College and University Professional Association –Human Resources (CUPA-HR) for the same time period. Between 1988 and 1993, two salary increases were implemented for senior executive titles (5% in 1989 and 4% in 1993). Other executive titles (Vice Presidents and below) received salary improvements in 1989 (5%), 1990 (5.5%; senior vice president 3.8%) and 1993 (4%). In 1994 all executives received a 5.25% increase; in 1997 they received a 3.5 % increase.

Since the adoption of the 2000 plan, the Chancellor has awarded performance based increases three times. In 2000 the average amount of increase was 5.01%; in 2002 it was 5% and in 2003 it was 6%. Because this program was performance based, individual increases varied widely. The Chancellor's salary was not increased until 2004.

Under the Revised 2000 Salary Plan, increases to salary ranges continue to be tied to increases given to New York State Management/Confidential employees. However, this linkage impacts salary ranges only; it does not affect individual executive salaries. In April 2000, New York State Management Confidential employees were awarded increases of 3%; CUNY ranges were increased by the same amount in April 2001. In June of 2002, CUNY applied the 3.5% increase awarded to M/C 's in April 2001 to its ranges and selectively applied the April 2002 M/C increase of 3.5% to ranges for certain titles within its ECP. Since then, in 2004 and 2005, New York State M/C's received increases of 2.5% and 2.75% respectively. Because CUNY was in the process of reviewing its salary plan, the University did not increase its ranges in 2004 and 2005.

### **III. MARKET RESEARCH**

As stated earlier, CUNY's Executive Compensation Plan expressly calls for a market comparison review of salaries to be undertaken no less than every five years. In 2003, in keeping with that requirement, the University engaged the services of William Mercer, Inc., the same firm that conducted the market analysis for the Revised 2000 Salary Plan. Mercer was instructed to examine current market comparability data, update its earlier findings and make recommendations regarding the structure of CUNY's Executive Compensation Program. Mercer examined several College and University Personnel Association (CUPA) salary reports. To account for the pay differences in New York, a 16.4% geographic adjustment factor was applied to all CUPA data. For certain system -wide positions Mercer used CUPA data that included administrative positions for university systems. In addition, Mercer conducted a custom survey of a select peer group of university systems such as those in Maryland,



Wisconsin, North Carolina, Texas, and Florida along with California State University and SUNY, to supplement the CUPA data.

After reviewing the market data for each school, it was evident that the differences in pay levels based on the type of institution were significant enough to develop a separate structure for each type of institution within the CUNY system. Mercer's review specifically notes:

"Currently each college within the system functions under a single salary structure with the exception of the tiered structure developed for the Presidents of each college... Over time, having a single structure has resulted in compression issues and salary levels that are not in line with the competitive market place. Market data show that pay levels differ significantly for different institution types."

To address this concern, four salary structures were developed to mirror the tiered structure of the Presidents' salary ranges, based on type of institution (doctoral, masters, baccalaureate and associate). In addition, a fifth structure was designed to accommodate positions at the system level.

The proposed salary ranges incorporate a mid-point to mid-point progression (i.e., the difference in pay levels from one grade to the next) that reflects the natural market movement of the benchmarked jobs as derived from Mercer's regression analysis. The salary structures provide a moderate progression from midpoint to midpoint that ranges from 15% to 35% at the highest levels. Furthermore, the width of the pay ranges (distance from the minimum of the range to the maximum of the range) is relatively consistent for each structure.

The process outlined above led to a market based pay structure which Mercer adjusted based on the need to create salary ranges that recognized CUNY's current pay levels, the competitive marketplace, CUNY's internal hierarchy and the desire to have structures that were simple to understand, fair and easily implemented. As mentioned earlier, Mercer's analysis was conducted in 2003. To reflect the current market, the University has applied a 4.5% adjustment to Mercer's recommendations. This adjustment reflects the Bureau of Labor Statistics consumer price index for the New York metropolitan region between October 2004 and October 2005.

#### **IV. REVISED SALARY STRUCTURES**

On the basis of material gathered from the Mercer review, a recommendation to modify the structure of the current Executive Compensation Plan and the associated salaries has been developed. The restructuring of the salary plan establishes ranges for all executives based on the tiering of the colleges that was used in the Revised 2000 Salary Plan for Presidential salaries. The tiering corresponds roughly to the Carnegie classifications for institutions of higher education. Titles found at the system level comprise a tier unto themselves. Further, the new plan continues the performance-based compensation structure. Increases in salary will be based on evaluations of performance and goal attainment as determined by the Board of Trustees (for the Chancellor), the Chancellor (for the Presidents and Chancellery), or President (for campus executives). Once again there are no automatic increases as a result of this change. Individual salary improvements are driven by and subject to a performance review.

##### **A. Tier Differential**

Under the plan, each CUNY college remains in one of four groupings based on the following criteria:

- Ratio of doctoral faculty to full-time faculty
- Percentage of enrollment in graduate programs
- Percentage of degrees awarded in graduate programs
- Five-year average headcount enrollment
- Complexity of regular as well as professional programs at undergraduate and graduate levels

Campuses placed in the first CUNY grouping, **Research**, are Baruch, Brooklyn, The City College, Hunter, Queens and The Graduate School & University Center. Also included with the Tier 1 schools are CUNY's professional schools, i.e., the CUNY Law School, the Sophie Davis School of Biomedical Education, and the Graduate School of Journalism. Campuses in the second grouping, **PhD/Master's /Baccalaureate**, are John Jay, Lehman and the College of Staten Island. The third grouping, **Baccalaureate/Associate**, includes Medgar Evers, York and New York City College of Technology. The fourth grouping, **Associate**, comprises the community colleges of the CUNY system. Associate campuses are: the Borough of Manhattan Community College, Bronx Community College, Kingsborough Community College, Queensborough Community College, LaGuardia Community College, and Hostos Community College.

**B. Proposed Salary Ranges**

<b>SYSTEM OFFICERS</b>			
<b>TITLE</b>	<b>SALARY RANGES effective 6/1/2002-8/31/2006</b>	<b>PROPOSED RANGES effective September 1, 2006</b>	<b>New Hire Maximum</b>
Chancellor	\$267,806 - \$386,177	\$249,600 - \$456,195	\$364,956
Executive Vice Chancellor	\$155,328 - \$247,704	\$193,210 - \$337,922	\$270,338
Sr. Vice Chancellor	\$132,832 - \$211,846	\$154,566 - \$285,000	\$228,000
Vice Chancellor	\$126,295 - \$200,812	\$128,807 - \$240,000	\$192,000
Secretary of the Board	\$107,658 - \$172,124	\$112,503 - \$179,870	\$143,896
University Dean/ University Administrator	\$97,808 - \$155,643	\$108,241 - \$189,312	\$151,450
University Assoc Dean/University Assoc Admin	\$80,213 - \$127,926	\$ 92,514 - \$161,808	\$129,446
University Assistant Dean/ Assist Admin	\$68,828 - \$109,803	\$ 80,444 - \$140,699	\$112,559

**RESEARCH INSTITUTIONS**

The CUNY Law School and the Sophie Davis School of Biomedical Education, Baruch College, Brooklyn College, The City College, Hunter College, The Graduate School and University Center, The Graduate School of Journalism, Queens College

<b>Title</b>	<b>Salary Ranges effective 6/1/2002-8/31/2006</b>	<b>Proposed Ranges effective September 1, 2006</b>	<b>New Hire Salary Maximum</b>
<b>Dean of the School of Biomedical Education</b>	<b>\$152,114 - \$223,982</b>	<b>\$165,528 - \$289,507</b>	<b>\$231,606</b>
<b>Deans of the Law School &amp; Graduate School of Journalism</b>	<b>\$144,615 - \$219,569</b>	<b>\$165,528 - \$289,507</b>	<b>\$231,606</b>
<b>President</b>	<b>\$146,395 - \$221,776</b>	<b>\$165,528 - \$289,507</b>	<b>\$231,606</b>
<b>Senior Vice President</b>	<b>\$104,018 - \$165,771</b>	<b>\$132,422 - \$231,603</b>	<b>\$185,282</b>
<b>Vice President</b>	<b>\$ 97,808 - \$155,643</b>	<b>\$115,149 - \$210,392</b>	<b>\$168,312</b>
<b>Dean/ Administrator/ Asst VP</b>	<b>\$ 86,940 - \$138,587</b>	<b>\$100,132 - \$175,132</b>	<b>\$140,106</b>
<b>Associate Dean/Assoc Administrator</b>	<b>\$ 72,968 - \$116,199</b>	<b>\$ 87,069 - \$152,288</b>	<b>\$121,830</b>
<b>Assistant Dean/ Asst Administrator</b>	<b>\$ 65,826 - \$106,605</b>	<b>\$ 75,710 - \$132,422</b>	<b>\$105,938</b>

**MASTER'S INSTITUTIONS -****John Jay College of Criminal Justice, Lehman College, The College of Staten Island**

<b>Title</b>	<b>Salary Ranges effective 6/1/2002-8/31/2006</b>	<b>Proposed salary ranges effective September 1, 2006</b>	<b>New Hire Salary Maximum</b>
<b>President</b>	<b>\$138,188 - \$195,847</b>	<b>\$152,675 - \$266,580</b>	<b>\$213,264</b>
<b>Senior VP</b>	<b>\$104,018 - \$165,771</b>	<b>\$127,281 - \$222,272</b>	<b>\$177,818</b>
<b>Vice President</b>	<b>\$97,808 - \$155,643</b>	<b>\$110,666 - \$193,221</b>	<b>\$154,577</b>
<b>Dean/ Administrator/ Asst VP</b>	<b>\$86,940 - \$138,587</b>	<b>\$ 96,140 - \$167,827</b>	<b>\$134,262</b>
<b>Associate Dean/Assoc Administrator</b>	<b>\$72,968 - \$116,199</b>	<b>\$ 83,705 - \$146,091</b>	<b>\$116,873</b>
<b>Assistant Dean/Asst Admin</b>	<b>\$65,826 - \$106,605</b>	<b>\$ 72,419 - \$126,968</b>	<b>\$101,574</b>

**BACCALAUREATE INSTITUTIONS****Medgar Evers College, New York City College of Technology, York College**

<b>Title</b>	<b>Salary Ranges effective 6/1/2002-8/31/2006</b>	<b>Proposed Salary Ranges effective September 1, 2006</b>	<b>New Hire Salary Maximum</b>
<b>President</b>	<b>\$136,582 - \$185,364</b>	<b>\$152,675 - \$257,906</b>	<b>\$206,325</b>
<b>Senior VP</b>	<b>\$104,018 - \$165,771</b>	<b>\$122,892 - \$214,957</b>	<b>\$171,966</b>
<b>Vice President</b>	<b>\$97,808 - \$155,643</b>	<b>\$106,904 - \$186,951</b>	<b>\$149,561</b>
<b>Dean/Admin/ Asst VP</b>	<b>\$86,940 - \$138,587</b>	<b>\$ 92,901 - \$162,498</b>	<b>\$129,998</b>
<b>Associate Dean/Assoc Admin</b>	<b>\$72,968 - \$116,199</b>	<b>\$ 80,779 - \$141,284</b>	<b>\$113,027</b>
<b>Assistant Dean/Asst Admin</b>	<b>\$65,826 - \$106,605</b>	<b>\$ 70,224 - \$122,788</b>	<b>\$ 98,230</b>

<b>COMMUNITY COLLEGES</b>			
<b>Borough of Manhattan, Bronx, Hostos, Kingsborough, LaGuardia, Queensborough</b>			
<b>Title</b>	<b>Salary Ranges effective 6/1/2002-8/31/2006</b>	<b>Proposed Salary Ranges effective September 1, 2006</b>	<b>New Hire Salary Maximum</b>
<b>President</b>	<b>\$133,368 – \$178,745</b>	<b>\$134,910 - \$236,066</b>	<b>\$188,853</b>
<b>Senior VP</b>	<b>\$104,018 - \$165,771</b>	<b>\$117,354 - \$205,238</b>	<b>\$164,190</b>
<b>Vice President</b>	<b>\$97,808 - \$155,643</b>	<b>\$102,097 - \$178,486</b>	<b>\$142,789</b>
<b>Dean/Administrator/Asst VP</b>	<b>\$86,940 - \$138,587</b>	<b>\$88,721 - \$155,183</b>	<b>\$122,839</b>
<b>Associate Dean/Assoc Admin</b>	<b>\$72,968 - \$116,199</b>	<b>\$77,121 - \$134,910</b>	<b>\$107,928</b>
<b>Assistant Dean/Asst Admin</b>	<b>\$65,826 - \$106,605</b>	<b>\$67,089 - \$117,249</b>	<b>\$ 93,799</b>

As in the Revised 2000 Salary Plan, the overlap between tiers allows individual salaries to be based upon several factors, including differing levels of experience among executives, varying performance review results, and significant differences in market requirements. Within each tier, the salary of a newly recruited executive will be determined by his/her background, skills and experience, degrees held, academic accomplishments, special qualifications germane to the position, the position held at the time he/she was hired by CUNY and market conditions. Another factor to be considered will be the size of the CUNY college compared to the institution from which the candidate moved. It is expected that new hires will be compensated at no more than eighty percent of the title's salary range maximum unless exceptional circumstances warrant a higher salary. The Chancellor must approve any appointment to a salary above the eighty percent New Hire Salary Maximum.

All salary ranges will be subject to periodic adjustment in accordance with the general

increases provided for New York State Management/Confidential employees. Further, the salary ranges may be adjusted based on reviews of peer and national market trend data for higher education executive personnel, subject to Board of Trustees' approval. These reviews will be conducted periodically, but no less frequently than every five years. Any modifications of salaries, within the ECP are at the discretion of the Board of Trustees.

The new ranges will be adequate for the overwhelming majority of executive positions on CUNY campuses. The revised ranges absorb current salaries of all but four incumbents. Under this plan, the Chancellor, in exceptional circumstances and upon approval by the Board, may make offers beyond the maximum of the salary range.

### **B. Performance Based Salary Increases**

The cornerstone of this salary plan is the link between salary and performance. Each year the Chancellor establishes University goals that drive a set of targets and performance indicators at each campus. The campus goals and indicators are used to set individual executive goals and targets. At the end of each academic year the Chancellor meets with each President to evaluate the President's success at meeting the aforementioned college goals. The President's salary for the coming year is dependent on the outcome of that meeting. Also tied to the College's goal achievement is the Chancellor's determination of the dollars available to be used for college executive increases. In the same way that the Chancellor meets with each President to assess goal achievement, each President meets with the members of his/her executive team and evaluates success at meeting individual goals. To determine an appropriate salary level for a sitting executive, the individual's overall performance while in the position is reviewed, relying in part on indicators that measure not only the progress made by the institution he/she serves, but also the particular executive's contribution and role in that success. The executive's performance as it pertains to fiscal and academic management and his/her relationship with students, faculty and staff is also reviewed.

In rare and exceptional circumstances, the Chancellor may approve the awarding of a salary increase outside of the performance cycle subject to Board of Trustees' approval. Requests for such special increases require extensive justification detailing how the increase meets a critical college or University need.

### **C. Bonus Opportunities**

At the time of performance assessment, the Chancellor may also authorize payment of



lump sum bonuses, which may be awarded in addition to, or in lieu of, base salary increases to individual executives (Note: For TRS Tier 1 employees only, bonuses must be paid from non-tax levy funds and must be reported to the Chancellor).

## **V. NON-BASE COMPENSATION**

The salary plan also includes such non-cash compensation components as are customary and appropriate for senior executives in higher education. Any reference to non-base compensation for Presidents is intended to include the Deans of the professional schools, specifically the Dean of the CUNY School of Law, the Dean of the Graduate School of Journalism, and the Dean of the Sophie Davis School of Biomedical Education.

### **A. Housing**

Senior College Presidents are provided with a campus owned or leased residence or with a housing allowance of \$5,000 per month. Community College Presidents, the Dean of the Sophie Davis School of Biomedical Education, the Dean of the CUNY Law School, and the Dean of the Graduate School of Journalism are provided a housing allowance of \$5,000 per month. Any President serving in an Interim/Acting capacity receives a housing allowance of \$3,000 per month for the duration of the Interim/Acting appointment. The Chancellor, in the absence of University provided housing, receives a housing allowance of \$7,500 per month.

The Chancellor retains the discretion to negotiate a higher housing allowance for an individual President or professional school Dean, when necessary and appropriate. The University may periodically modify the housing allowance after a review of cost of living and housing indices, in consultation with the New York State Division of the Budget and upon approval of the Board of Trustees.

### **B. Automobiles**

The Chancellor, the Presidents and the professional school Deans are provided with an automobile and driver. The Executive Vice Chancellor, Senior Vice Chancellor and the Vice Chancellors are provided automobiles. At the Chancellor's discretion, other system executives may be provided with a CUNY vehicle.

### **C. Expense Accounts**

Non-tax levy expense accounts are provided to the Chancellor, the Presidents and the

professional school Deans for reimbursable expenses. Appropriate documentation is required.

#### **D. Memberships in Clubs or Associations**

The Chancellor, most Presidents, and the professional school Deans in their official capacities, hold University-paid memberships in a limited number of professional associations and/or organizations.

### **VI. HEALTH INSURANCE**

Members of the ECP enjoy similar health and welfare benefit options as other University Instructional Staff. These options are detailed in the Terms and Conditions of Employment for Members Serving in the Executive Compensation Plan.

### **VII. PERMISSION AND LIMITS TO EARNING OUTSIDE INCOME**

Executive Compensation Plan members are permitted to engage in outside consultation and professional activities up to a maximum of two work days per month or twenty- four work days per year. Work days taken for this purpose are to be charged to annual leave. Appropriate approval is required and outside activity may not interfere with the executive's primary commitment to CUNY.

### **VIII. STUDY LEAVE**

Upon recommendation by the Chancellor, the Board of Trustees may grant a member of the Executive Compensation Plan a three-month study leave at full salary during every 5<sup>th</sup> year of service following the date of initial appointment or the date of the last leave taken pursuant to this policy, in lieu of vacation leave accrued for that year of service. The leave shall be for the purpose of improving administrative and/or academic performance.

### **IX. INVOLUNTARY SEPARATION AND SEVERANCE PAY**

Upon involuntary separation from positions in the ECP, for reasons other than cause, employees who are not appointed to another position within the University, or employees who resign from all positions within the University shall be compensated in a

non-pensionable lump sum paid pursuant to the schedule promulgated in the Terms and Conditions of Employment for Members Serving in the Executive Compensation Plan. This payment is in addition to any accrued annual leave due the employee.

**X. VOLUNTARY SEPARATION**

Upon voluntary resignation from the ECP, employees receive the balance (if any) of accrued annual leave in a lump sum.

Section 13.3 of the Bylaws of the University governs retirements from the ECP. Members of the ECP are offered similar retirement options as other members of the Instructional Staff.

An individual who serves as Chancellor, President, Dean of the Law School, Dean of the Graduate School of Journalism, or Dean of the Sophie Davis School of Biomedical Education for at least seven years, is provided one semester's salary (paid in a lump sum) upon retirement from the University, in addition to any Travia (sick leave) pay and annual leave pay to which he/she is entitled.

**APPENDIX I**  
**COMPARABLES**

**EXECUTIVE ADMINISTRATION- ACADEMIC YEAR 2005-06**

<b>INSTITUTION</b>	<b>Number of Campuses</b>	<b>Student Enrollment</b>	<b>Chancellor/ Chief Exec Officer</b>	<b>Chief Operating Officer</b>	<b>Chief Academic Officer</b>	<b>Chief Finance Officer</b>	<b>General Counsel</b>
University of Texas System	15	182,752 ('04)	\$468,000	n/a	\$286,761	\$275,000	\$252,350
Texas A & M University System	9	81,592	\$450,000	Exec. VC Finance <sup>1</sup> \$275,000	\$260,000		
California State University System	23	397,000	\$362,500	Exec. VC/ Chief Financial Officer \$280,056	\$262,008		\$230,002
City University of New York	19	220,727	\$350,000	Chief Operating Officer \$198,485	\$225,000	\$168,480	\$194,740
University of Minnesota System	4	65,489	\$348,500		\$296,500	\$190,000	\$240,000
State University of New York	31	414,171	\$340,000	VC/ Chief of Staff <sup>1</sup> \$268,589	\$209,164	\$225,000	\$170,000
University of Illinois System	3	64,800	\$450,000	VP of Admin <sup>1</sup> \$255,000	\$270,000		\$256,000
University of Wisconsin System	26+	135,841	\$320,000	Exec. Sr. VP/Admin <sup>1</sup> \$230,000	\$227,075	\$151,877	\$155,310

Note: <sup>1</sup> Responsibilities of position comparable to those of Chief Operating Officer.

Source: E-mail survey. Data as of 2005-06 Academic Year (unless otherwise indicated)

**SALARY COMPARISON STUDY**

**Chief Executive Officer of a Single Institution - Public Institution and Private University**

**CHIEF EXECUTIVE OFFICER OF  
A PUBLIC INSTITUTION**

<u>PUBLIC INSTITUTIONS</u>	<u>SALARY 2005-06</u>
Texas A & M - College Station	\$425,001
Univ. of Florida	\$404,000
Univ. of Cal. - Berkeley	\$390,000
Univ. of Maryland - College Park	\$376,350
Univ. of Illinois - Urbana-Champaign	\$350,000
Univ. of Cal. - Irvine	\$350,000
Univ. of Cal. - San Diego	\$350,000
Univ. of Maryland - Baltimore	\$347,319
SUNY - Albany	\$335,000
Univ of Cal. - Los Angeles	\$315,600
Univ. of Iowa	\$302,050
Univ of Illinois - Chicago	\$301,000
Florida State University	\$300,595
Univ of Cal - Santa Barbara	\$280,700
Univ. of Cal. - Davis	\$280,700
Univ. of Wisconsin - Milwaukee	\$270,000
Univ. of Cal - Riverside	\$269,200
Univ. of Wisconsin - Madison	\$251,043
SUNY - Binghamton	\$250,000
SUNY - Stony Brook	\$250,000
Univ. of Massachusetts - Amherst	\$250,000
California State University (average salary)	\$248,951
SUNY - Buffalo	\$225,000
CUNY (average salary of Tier I: Senior Colleges) <sup>1</sup>	\$193,816
CUNY (average salary of Tier II: Senior Colleges) <sup>2</sup>	\$187,950
CUNY (average salary of Tier III: Senior Colleges) <sup>3</sup>	\$182,151
University of Minnesota (average)	\$167,300
<b>AVERAGE SALARY</b>	<b>\$290,879</b>

**CHIEF EXECUTIVE OFFICER OF  
A PRIVATE UNIVERSITY  
IN THE NEW YORK METROPOLITAN AREA**

<u>PRIVATE UNIVERSITIES</u>	<u>SALARY 2003 - 04</u>
New York University	\$862,717
Syracuse University	\$741,450
Cornell University	\$630,747
Columbia University	\$611,000
Yale University	\$568,750
Princeton University	\$514,375
Pace University	\$505,351
Yeshiva University	\$500,000
Long Island University	\$445,000
Holstra University	\$416,554
New School of Social Research	\$380,000
Holstra University	\$368,030
Polytechnic University	\$345,854
Adelphi University	\$308,656
Barnard College	\$292,000
College of New Rochelle	\$276,226
Fairleigh Dickinson University	\$225,428
Dowling College	\$222,303
<b>AVERAGE SALARY</b>	<b>\$456,358</b>

<sup>1</sup> Baruch, Brooklyn, City, Hunter, The Graduate School and University Center, Queens

<sup>2</sup> John Jay, Lehman, Staten Island

<sup>3</sup> Medgar Evers, NY College of Technology, York

Highlighted figures = 04/05

Source: The Chronicle of Higher Education (November 18, 2005)- Facts and Figures - Executives' Compensation (Public/Private Institutions), e-mail, telephone survey

**APPENDIX II**  
**MERCER METHODOLOGY**

## **City University of New York (CUNY)**

### **Market Analysis & Pay Structure Methodology**

#### **Introduction**

CUNY's current salary ranges are based on a market analysis that was completed in 1999. Currently, each college within the system functions under a single salary structure, with the exception of the tiered structure developed for the Presidents of each college. At the President-level pay ranges are tiered to recognize the differences in pay levels at the different categories of higher education institutions (i.e. Doctoral Universities vs. 2- year Colleges). Over time, having a single structure has resulted in compression issues and salary levels that are not in line with the competitive market place. Market data shows that pay levels differ significantly for different institution types. Mercer set out to develop pay structures that recognize these differences in pay, while also recognizing CUNY's current system so as not to completely disrupt what is currently in place. Our goal was to create pay structures that are market-driven, but also reasonable, fair, and able to be implemented. The remainder of this document explains our methodology for developing the structures.

#### **Market Pricing Analysis**

In order to appropriately market price the CUNY leadership positions against the market, Mercer used several different CUPA cuts depending on the type and/or size of the college within the CUNY system. To account for the pay differences in New York, a 16.4% geographic adjustment factor was applied to all CUPA data.



The table below shows the various CUPA data cuts that were used for the analysis:

Doctoral	Masters	Baccalaureate	2- year
<ul style="list-style-type: none"> <li>▪ The City College</li> <li>▪ Baruch College</li> <li>▪ Brooklyn College</li> <li>▪ Hunter College</li> <li>▪ The Graduate School and University Center</li> <li>▪ Queens College</li> </ul>	<ul style="list-style-type: none"> <li>▪ John Jay College</li> <li>▪ College of Staten Island</li> <li>▪ Lehman College</li> </ul>	<ul style="list-style-type: none"> <li>▪ Medgar Evers College</li> <li>▪ New York City College of Technology</li> <li>▪ York College</li> </ul>	<ul style="list-style-type: none"> <li>▪ Borough of Manhattan Community College</li> <li>▪ Bronx Community College</li> <li>▪ Hostos Community College</li> <li>▪ Kingsborough Community College</li> <li>▪ LaGuardia Community College</li> <li>▪ Queensborough Community College</li> </ul>
<i>CUPA cut</i> – All Public Doctoral/Research Universities	<i>CUPA cut</i> – All Public Master’s Universities	<i>CUPA cut</i> – All Public Baccalaureate Colleges	<i>CUPA cut</i> – All Public Associate Colleges

*Note: Specific budget scopes were also considered from each CUPA cut. However, because of the lack of data and the insignificant difference in the data, the “All” cut was used.*

- University System Positions – For these positions Mercer used the CUPA cut that includes administrative office positions for university systems. We also considered a smaller, select peer group of system universities that had been used by CUNY in the past, but there was not enough data reported for many of the positions. Because of the lack of CUPA data for several of the system-level jobs, we conducted a custom survey. From this survey we were able to gather information on the following 9 positions:
  - Dean of Education
  - Senior Vice Chancellor & Chief Operating Officer
  - University Dean, Honors College
  - Vice President for Development
  - Vice Chancellor for Facilities Planning, Construction, and Management
  - Vice Chancellor for Faculty and Staff Relations
  - Vice Chancellor for Legal Affairs and General Counsel
  - Vice Chancellor for Student Development and Enrollment Management
  - Vice Chancellor for University Relations

Eleven university systems provided data, including:

- California State University
- Florida State University
- Indiana University
- Michigan State University
- Purdue University
- Rutgers University
- Texas A & M
- University of Illinois
- University of Maryland
- University of North Carolina
- University of Wisconsin

The results of the survey were used to supplement the CUPA data. A Participant Report presenting the findings from the survey was sent to all participating schools.

After all market data had been gathered, we compared CUNY's current salary levels to the competitive market. The data was reviewed by CUNY and appropriate changes were made to the market data to ensure that the comparison of jobs was accurate.

### **Developing Salary Structures**

After reviewing the market data for each school it was evident that the differences in pay levels for each type of institution was significant enough to suggest that there should be a separate structure for each type of institution within the CUNY system. We developed five salary structures (System, Doctoral, Masters, Baccalaureate, and 2- year) using the methodology outlined below.

#### *Regression Analysis*

The process of developing the salary structure began by performing a regression analysis on the market data to create a "line of best fit" that represented all of the benchmark jobs. The slope of this line and the y-intercept were used to calculate the midpoints of the ranges.

#### *Midpoint-to-Midpoint Progression*

The midpoint-to-midpoint progression (i.e., the difference in pay levels from one grade to the next) reflects the natural market movement of the benchmark jobs as derived from our regression analysis. The proposed salary structures provide a moderate progression from midpoint to midpoint that ranges from of 15% to 35% at the highest levels.

#### *Range Spreads*

The width of the pay range (distance from minimum of range to maximum of range) is consistent for each structure.

The process outlined above created a purely market-based pay structure. After reviewing the results of the regression analysis, the current CUNY pay levels, and the current CUNY salary structures, we adjusted the market-based pay structures. Our adjustments were based on the need to create structures that:

- recognize CUNY's current pay levels
- recognize the competitive marketplace
- recognize CUNY's internal hierarchy
- easily understood, fair, and able to be implemented

APPENDIX 3  
SUMMARY OF BENEFITS

TABLE 1

**SUMMARY OF ELIGIBILITY REQUIREMENTS FOR  
RETIREMENT BENEFITS, TRAVIA LEAVE & RETIREE HEALTH BENEFITS**

EXECUTIVE COMPENSATION PLAN	
<b>Retirement Benefits</b>	
<ul style="list-style-type: none"> <li>▪ Employee must choose a pension system within 30 days of appointment or defaults to TRS</li> <li>▪ Can choose between the Teachers Retirement System (TRS), or the Optional Retirement Program (ORP) which is primarily TIAA/CREF.</li> <li>▪ Employees who already have NYCERS or BOERS can remain with those pension systems if they file an application for transferred contributor status.</li> <li>▪ Retirees receiving a New York State pension cannot participate and may require a 211 or 212 waiver. 211 waiver requests must certify that there is no non-retiree who can perform the work; a search must be conducted to substantiate this claim. 212 waivers do not require a search; however, earnings are capped.</li> <li>▪ Employees on Travia Leave remain on payroll; pension benefits may not begin until the Travia Leave is exhausted and employee is no longer on payroll.</li> </ul>	
<b>TRS/NYCERS/BOERS</b>	<b>TIAA/CREF</b>
<ul style="list-style-type: none"> <li>▪ Defined Benefit Plan</li> <li>▪ Benefits based on age, Final Average Salary (FAS), and years of service</li> <li>▪ Eligibility for unreduced retirement allowance is age 62 with 5 years service, or ages 55-61 with 30 years or more service</li> <li>▪ Employees ages 55-61 with 5 years of service may be eligible for reduced pension</li> </ul>	<ul style="list-style-type: none"> <li>▪ Defined contribution plan</li> <li>▪ Vested after 366 days; vesting is immediate if employee already has an open contract with TIAA-CREF</li> <li>▪ No minimum age to retire</li> </ul>
<b>Travia Leave</b>	
<p>Only ECP employees with a minimum of five (5) years full-time CUNY service may receive Travia Leave. To be eligible for Travia Leave, an employee must:</p> <ul style="list-style-type: none"> <li>▪ Be a member of a retirement system and eligible for benefits</li> <li>▪ Declare his/her <i>bona fide</i> intent to retire and file the appropriate retirement application</li> <li>▪ Be eligible to retire by the end of the Travia Leave</li> <li>▪ Have unused sick leave</li> </ul>	
<b>Retiree Health Benefits</b>	
<b>TRS/NYCERS/BOERS</b>	<b>TIAA/CREF</b>
<ul style="list-style-type: none"> <li>▪ Receive a pension check from TRS, ERS or BOERS</li> <li>▪ Years of service tied to retirement tier</li> </ul>	<ul style="list-style-type: none"> <li>▪ Age 55 with at least 10 years of pensionable, continuous service</li> <li>▪ Employees separated from CUNY before age 55 with at least 10 years of pensionable, continuous service receive benefits at age 55, so long as there is no subsequent full-time employment at another post-secondary educational institution with duties similar to those performed by CUNY instructional staff.</li> </ul>

Retirement Benefits Eligibility for Employees in TIAA/CREF			
Tier*	Retirement Benefits	Travia	Retiree Health Benefits
Tier 1	<ul style="list-style-type: none"> <li>No minimum age</li> <li>Vested after 366 days</li> </ul>	Age 55 years <b>OR</b> 20 years of service	<ul style="list-style-type: none"> <li>Age 55 with 10 years pensionable, full time CUNY service <b>OR</b></li> <li>If employee retires before age 55 but has 10 years pensionable, full-time CUNY service, he/she will receive benefits at age 55</li> </ul>
Tier 2	<ul style="list-style-type: none"> <li>No minimum age</li> <li>Vested after 366 days</li> </ul>	Age 55 <b>OR</b> 20 years of service	<ul style="list-style-type: none"> <li>Age 55 with 10 years pensionable, full-time CUNY service, <b>OR</b></li> <li>Under 55 with 10 years pensionable, full-time CUNY service and no subsequent employment at a college or university—receives benefits at 55</li> </ul>
Tier 3 Tier 4 Tier 5	<ul style="list-style-type: none"> <li>No minimum age</li> <li>Vested after 366 days</li> </ul>	Age 55 <b>AND</b> 5 years service	<ul style="list-style-type: none"> <li>Age 55 with 10 years pensionable, full time CUNY service, <b>OR</b></li> <li>Under age 55 with 10 years pensionable, full-time CUNY service and no subsequent employment at a college or university – receives benefits at 55</li> </ul>

\*Tier 1 – hired before July 1, 1973

Tier 2 – hired after July 1, 1973 through July 26, 1976

Tier 3 – hired after July 26, 1973 through August 31, 1983

Tier 4 – hired September 1, 1983 through July 16, 1992

Tier 5 – hired July 17, 1992 to present

<b>Retirement Benefits Eligibility for Employees in TRS/NYCERS/BOERS</b>			
<b>Tier*</b>	<b>Retirement Benefits</b>	<b>Travia</b>	<b>Retiree Health Benefits</b>
Tier 1 – Plan A Immediate Full Payments	Age 55 and 25 years service	Eligible	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 1 – Plan A Deferred Payment	<ul style="list-style-type: none"> <li>• 20-25 years service for deferred payments</li> <li>• Full payments begin when employee reaches age 55 or completes 25 years of service, whichever is sooner.</li> </ul>	Eligible	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 1 30 Year Demand Plan	<ul style="list-style-type: none"> <li>• 30 years of service</li> <li>• Under age 55, reduced payments</li> </ul>	Eligible	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 1 – Plan B Vested	<ul style="list-style-type: none"> <li>• Reduced payments under age 55 with at least 5 years service</li> <li>• Full payments at 55</li> </ul>	5 years service	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 1 – Plan B	At least age 55	Age 55 with 5 years of service	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>

\*Tier 1 – hired before July 1, 1973

Tier 2 – hired after July 1, 1973 through July 26, 1976

Tier 3 – hired after July 26, 1973 through August 31, 1983

Tier 4 – hired September 1, 1983 through July 16, 1992

Tier 5 – hired July 17, 1992 to present

Tier*	Retirement Benefits	Travia	Retiree Health Benefits
Tier 2 – Plan C Immediate Full Payments	<ul style="list-style-type: none"> <li>• 55 with minimum 30 years service <b>OR</b></li> <li>• 62 with 25 years service</li> </ul>	Eligible	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 2 – Plan C Immediate Reduced Payment	<ul style="list-style-type: none"> <li>• Age 55-61 with at least 25 but fewer than 30 years service</li> <li>• Reduced payments as of retirement date</li> </ul>	Eligible	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 2 – Plan C Deferred Reduced Payment	<ul style="list-style-type: none"> <li>• Age 55-61 with at least 20 but fewer than 25 years service</li> <li>• Reduced payments as of the date 25 years service completed</li> </ul>	Eligible	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 2 – Plan C Deferred Full Payment	<ul style="list-style-type: none"> <li>• Age 62+ with at least 20 but fewer than 25 years service</li> <li>• Full payments as of the date 25 years service completed</li> </ul>	Eligible	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 2 – Plan D Vested Reduced Payment	<ul style="list-style-type: none"> <li>• Under age 55 with at least 5 years service</li> <li>• Payments begin at age 55</li> </ul>	Eligible	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 2 – Plan D Immediate Reduced Payment	Age 55-61 with a minimum of 5 years service	Eligible	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 2 – Plan D Immediate Full Payments	Age 62+ with at least 5 years service	Eligible	<ul style="list-style-type: none"> <li>• Receiving pension</li> <li>• Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>

\*Tier 1 – hired before July 1, 1973

Tier 2 – hired after July 1, 1973 through July 26, 1976

Tier 3 – hired after July 26, 1973 through August 31, 1983

Tier 4 – hired September 1, 1983 through July 16, 1992

Tier 5 – hired July 17, 1992 to present



Tier*	Retirement Benefits	Travia	Retiree Health Benefits
Tier 3 Vested	<ul style="list-style-type: none"> <li>Under age 55 with at least 5 years service</li> <li>Payments begin at age 55</li> </ul>	Minimum 5 years service	<ul style="list-style-type: none"> <li>Receiving pension</li> <li>Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 3 Reduced Payment	Age 55-61 with at least 5 years but fewer than 30 years service	Eligible	<ul style="list-style-type: none"> <li>Receiving pension</li> <li>Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 3 Unreduced Payment	<ul style="list-style-type: none"> <li>Age 62 and at least 5 years service OR</li> <li>Age 55 and at least 30 years service</li> </ul>	Eligible	<ul style="list-style-type: none"> <li>Receiving pension</li> <li>Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 4 Vested Plan	<ul style="list-style-type: none"> <li>Under age 62 with at least 5 years service</li> <li>Full payments at 62</li> </ul>	Minimum 5 years service	<ul style="list-style-type: none"> <li>Receiving pension</li> <li>Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 4 Unreduced Plan	<ul style="list-style-type: none"> <li>Age 62 with at least 5 years service OR</li> <li>Age 55 with at least 30 years service</li> </ul>	Eligible	<ul style="list-style-type: none"> <li>Receiving pension</li> <li>Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>
Tier 4 Reduced Plan	Age 55-61 with at least 5 years but fewer than 30 years service	Eligible	<ul style="list-style-type: none"> <li>Receiving pension</li> <li>Worked at least 20 hours per week at CUNY or NYC immediately prior to retirement.</li> </ul>

\*Tier 1 – hired before July 1, 1973

Tier 2 – hired after July 1, 1973 through July 26, 1976

Tier 3 – hired after July 26, 1973 through August 31, 1983

Tier 4 – hired September 1, 1983 through July 16, 1992

Tier 5 – hired July 17, 1992 to present

APPENDIX 4

UNIVERSITY AUTOMOBILE USE MANUAL

The City University of New York

UNIVERSITY AUTOMOBILE USE MANUAL

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(REVISED 3/29/05 4:21 PM)

## I. INTRODUCTION AND STATEMENT OF POLICY

Each time a City University of New York (hereafter referred to as "CUNY" or "University") vehicle is operated in an inappropriate and unsafe manner, it places the University, the vehicle operator, any passengers, other drivers and pedestrians at risk. Proper use of any University vehicle will protect CUNY and the vehicle operator from potential public liability and negligence lawsuits in the event of an accident.

The University will attempt to ensure that all drivers are instructed in the safe and proper use of the University vehicles and that all vehicles are properly maintained. Our goal is to reduce the risk of and/or eliminate all vehicle accidents involving University vehicles.

This manual contains the information you will need to safely operate and properly maintain any University vehicle. This manual also applies when renting vehicles or using your personal vehicle for University business.

Please read this manual carefully and keep it handy for future reference.

## II. VEHICLE SAFETY PROGRAM

### A) MINIMUM REQUIREMENTS FOR OPERATING A CUNY VEHICLE

- (i) All potential drivers of University owned or leased vehicles must satisfy all of the criteria listed below:
  1. Drivers must possess a legal current drivers license, valid in the State of New York, a copy of which must be provided to the Campus Fleet Safety Manager.
  2. Any and all drivers must be University employees or Research Foundation employees conducting University business;
  3. Drivers must be of driving age and preferably, but not necessarily, licensed 4 or more years;
  4. Must have a good driver record as defined by the Annual Motor Vehicle Records Review [see Section II (B) below and the Evaluation Form on page 9]
  5. Employees who are required to attend a Defensive Drivers course will be allowed to continue to drive until successful completion of the course, except for violations as noted in (ii) below.

- (ii) ANY driving violations involving a conviction for intoxication and/or use or possession of any controlled substance, reckless driving, license suspension or failure to report an accident are unacceptable and may lead to revocation of driving privileges by the University.
- (iii) It is each driver's responsibility to immediately report all restricted licenses and/or suspended licenses to your Campus Fleet Safety Manager. Failure to report the existence of a restricted or suspended license may lead to revocation of driving privileges.

#### **B) MOTOR VEHICLE RECORDS (MVR's) REVIEW**

The University or its agents will review all vehicle operator's Motor Vehicle Records to evaluate their driving history. The University or its Agent will complete the attached Driver Evaluation Form that will be used (with scores assigned) to determine driver risk, as shown. Drivers, who exceed a total score of 7 or higher, may be required to attend and successfully complete a University-approved Defensive Driving Course within 3 months of the evaluation [see section II (D) below]. Records will be maintained in a confidential manner, to the extent possible.

#### **C) SAFETY CHECK & MAINTENANCE SCHEDULES**

Drivers are responsible for routine checks of the vehicle they are assigned or about to use. This includes but is not limited to:

1. Visual inspection of tire wear and inflation;
2. Inspection to insure all lights and horn are operational;
3. Inspection to insure brakes operate in a normal fashion; and
4. Inspection to insure gas, oil and other fluid levels are adequate.

No driver should perform work, other than safety and fluid checks listed above, to vehicles themselves. Each driver is responsible for notifying management in the event a vehicle is not operating properly, requires repairs and/or there is a reason to believe the vehicle is not safe to drive.

#### **D) DEFENSIVE DRIVING COURSE**

All drivers may be required to attend a National Safety Council Defensive Driver Course if they receive a score of 7 or higher on the Driver Evaluation Form. The Defensive Driver Course will be provided by the University at no cost to the employee and can be taken during the employees regular work

schedule. Completion of the course will result in an "acceptable rating" for purposes of the University Evaluation Form.

#### **E) LICENSE SUSPENSION/REVOCATION – DUE PROCESS RIGHTS**

In the event of a suspension or revocation of the drivers license of an employee, who is required to drive as part of his/her duties and responsibilities, the college may proceed to file disciplinary charges subject to the employee's due process rights to representation and a hearing in accordance with the disciplinary procedures of CUNY's Blue and White Collar Unit Agreements.

The CUNY Automobile Use Policy does not diminish an employee's collective bargaining rights or rights under Section 75 of the New York State Civil Service Law, as may be applicable.

### **III. UNIVERSITY-OWNED OR LEASED ASSIGNED, POOL AND MULTI-PASSENGER VEHICLES**

#### **A) ASSIGNED VEHICLE USE POLICY**

1. Passenger automobiles assigned for use by College and University Officers shall only be used for College and University purposes.
2. Only University or Research Foundation employees may drive the vehicle.
3. The vehicle may be used by the Officers to whom it is assigned for transportation between the University or College and the Officer's place of residence.
4. The vehicle may be used by the Officer to whom it is assigned, for personal business, only if such business is conducted incidental to other authorized purposes.

#### **B) POOL VEHICLES**

1. Access to Pool Vehicles shall be restricted to drivers authorized by the University.
2. Keys to Pool vehicles shall be kept in a secure location.
3. The Fleet Safety Manager shall maintain a Pool Vehicle Use Log that will contain: Drivers Name, vehicle license plate number, date and time vehicle taken, date and time date of return, etc.

4. Drivers must sign the Pool Vehicle Use log prior to removing any Pool Vehicle from its space.
5. Pool Vehicles shall only be used to conduct official University business.

### C) MULTI PASSENGER VANS/BUSES

1. All occupants in multi-passenger vans must wear seatbelts.
2. Drivers must be properly licensed to operate a multi-passenger van/bus as required by the State of New York.
3. Van operators must participate in a National Safety Council approved training course for van drivers. A record of successful completion must be kept on file at the campus. Current courses available from the National Safety Council ([www.nsc.org](http://www.nsc.org)) are:
  - a. Coaching the School Bus Driver™ - Coaching program addresses the needs and challenges of school bus drivers.
  - b. Coaching the Van Driver II™ - Coaching program addresses the needs and challenges of van drivers.
4. The Fleet Safety Manager shall maintain a Van/Bus Vehicle Use Log that will contain: Drivers Name, vehicle license plate number, date and time vehicle taken, date and time date of return, etc.
5. Drivers must sign the Van/Bus Vehicle Use log prior to removing any van/bus from its space.
6. Vans/Buses shall only be used to conduct official University business.

## IV. IN CASE OF AN ACCIDENT

### A) IMMEDIATELY AT THE SCENE

If you are involved in an accident, your first duty as a driver is to:

1. Immediately call 911 for help;
2. Protect the scene so that further damage and/or injuries do not occur;

3. If possible, give first aid and assistance to anyone who has been injured.
4. DO NOT LEAVE THE SCENE, REGARDLESS HOW LITTLE THE DAMAGE MAY APPEAR.

## **B) VEHICLE ACCIDENT REPORTING**

A Vehicle Accident Reporting Kit is provided for every University vehicle. A sample of the items contained in the Accident Reporting Kit is attached to this manual in Appendix A. This kit must be kept in your vehicle's glove compartment at all times. Instructions for completing the forms are included in the kit. If you need a replacement kit please contact the Fleet Safety Manager or Hometown Insurance Agency at 631-589-0100.

Any driver involved in an accident must:

1. Render aid as described above, if possible;
2. Get names, addresses and telephone numbers of any witnesses. If witnesses refuse to give their contact information, copy down their vehicle license plate number, if possible;
3. Draw a rough diagram of the scene of the accident. If possible, take photos;
4. When police arrive, request a formal police report. Get name, precinct and badge number of officer;
5. Unless your vehicle creates a hazard, do not move the vehicle until the police department, fire department and/or other emergency responders arrive;
6. Do not give statements or sign anything other than those absolutely necessary for the police report;
7. NEVER admit responsibility or agree to pay for anything;
8. NEVER argue about who is responsible for the accident. BE COURTEOUS!;
9. You must report all accidents and/or property damage within 24 hours, and personal injury/deaths or major accidents immediately as instructed in the Accident Reporting Kit.



## V. MOBILE PHONE USAGE

Many localities and municipalities have enacted regulations governing the usage of mobile phones while operating an automobile. In New York State, it is illegal to operate a mobile phone without using a hands free device, nevertheless, it is expected that all drivers of University vehicles obey the law and comply with applicable regulations.

Drivers must adhere to the following safety guidelines:

1. Make driving your priority— you may be endangering yourself and others if you are using a mobile phone while driving.
2. Choose a phone with hands-free capabilities, but understand that while risk is diminished, it is not eliminated.
3. Pull to the side and put the vehicle in PARK to place your mobile phone call(s) or use a hands free mobile phone headset.
4. If you receive calls while driving, use a hands free headset and keep conversations as brief as possible. Reserve discussions that require complex thought or note-taking for your non-driving time.
5. Actively compensate for the potential distraction created by mobile phone use. Move to a slower travel lane, increase your following distance, and be alert to current conditions and be prepared for the unexpected.
6. Terminate a call immediately if the traffic situation requires.
7. Keep mobile phones as near as possible to your line of vision while dialing so that your eyes are diverted from the road for the least amount of time.
8. Use the memory-dialing features to program emergency numbers and frequently called numbers into your phone.
9. Practice using your mobile phone keypad and memorize the number placement before attempting to use it while driving.
10. TURN OFF your mobile phone if you need to jump start your vehicle, while refueling and/or in accordance with "Blasting Operations" warning signs.

**VI. SEAT BELTS SAVE LIVES**

All University vehicles are equipped with seat belts, as required by law. Drivers and all passengers of University vehicles are required to use available seat belts at all times while the vehicle is in motion including passengers in the rear seat(s).

**VII. USE OF RADAR DETECTORS**

The University prohibits the installation, possession, and/or use of radar detectors in University vehicles.

**VIII. USE OF PERSONAL VEHICLES ON CUNY BUSINESS**

Employees who use their personal vehicles for University business must maintain the minimum statutory automobile liability limits as required by the State in which the vehicle is registered.

Certificates of insurance verifying these minimum limits may be requested and must be provided upon request.

---

(tear here and keep with employee file)

I have received, read and understand the University Automobile Use Manual.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

SAMPLE

Driver Full Name (as it appears on license) \_\_\_\_\_  
 School Name \_\_\_\_\_ Date of Evaluation: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Evaluator \_\_\_\_\_ Title \_\_\_\_\_

**INSTRUCTIONS:**

1. This is a primary step, but not the only step (driving test, medical, prior employment check, etc.) in the initial evaluation of a prospective driver employee.
2. Use point evaluations on all driver applicants.

<b>A. Years Licensed:</b>	<b>Score</b>
Less than 5	2
6-8	1
9 or more	0

<b>B. Work History (Jobs held Within Last 5 Years)*</b>	<b>Score</b>
1	0
2	1
3	2
More than 3	3

*\*Due to the nature of skilled trade work, employees in skilled trade titles who have held jobs with more than three (3) employers in the last five (5) years will have their score reviewed on a case-by-case basis to determine if the defensive driving course is required.*

<b>C. Number of Accidents (within the last 3 years, with or without regard to fault)</b>	<b>Score</b>
None	0
1	1
2	2
3	3

<b>D. Major Moving Violation Convictions (within last 3 years)</b>	<b>Score</b>
1. Hit and Run; Leaving the scene of an accident	6 each
2. Driving under the influence of alcohol or drugs	6 each
3. Implied Consent (refusal to take blood alcohol test)	6 each
4. Any felony, homicide or manslaughter involving use of motor vehicle	6 each
5. Racing or excessive speeds (15 mph over limits)	4 each
6. Reckless, negligent or careless driving	4 each
7. License suspension or revocation	3 each
8. Speeding	2 each

<b>E. Other Moving Violation Convictions (within last 3 years)</b>	<b>Score</b>
None	0
1 or 2	1
3 and over	1 each

**SCORING**

Best	0 - 3	
Average	4 - 5	<b>Defensive Driving Course Recommended</b>
Questionable	6 - 7	<b>Defensive Driving Course Strongly Recommended</b>
Poor	Over 7	<b>Defensive Driving Course Generally Required</b>

The City University of New York  
**AUTHORIZATION AND RELEASE**  
(TO BE SIGNED BY ALL DRIVERS)

In connection with my employment, or conditional offer of employment with The City University of New York ("CUNY"), and in accordance with the Driver's Privacy Protection Act (18 U.S.C. Section 2721 et seq.), I understand that information may be requested relating to my driving record for purposes of determining or redetermining suitability to operate a CUNY vehicle pursuant to the University's Policy regarding automobile use.

I authorize CUNY or its agents to request my driving record information from the Department of Motor Vehicles in the State where my driver's license is issued, and further authorize the release of any such information to CUNY or its agents. The University's agent will not provide this information to any of its subsidiaries, parent company or third party, except for purposes of securing insurance or complying with the underwriting requirements of the insurance company.

Upon termination of the agent's contract with the University, the agent or any of its subsidiaries, parent company or third party, will return to CUNY the employee driver's record information referred to above. Upon my request, CUNY will provide me with the name and address of any agency providing such information.

Print Name: \_\_\_\_\_  
(First) (Middle) (Last)

Job Title: \_\_\_\_\_

Name of Campus Where Employed: \_\_\_\_\_

Former Name(s) and Dates Used: \_\_\_\_\_  
\_\_\_\_\_

Current Address: \_\_\_\_\_  
\_\_\_\_\_

Number of Jobs Held in the Past 5 Years: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Drivers License Number \_\_\_\_\_ State: \_\_\_\_\_

Number of Years Licensed: \_\_\_\_\_

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_