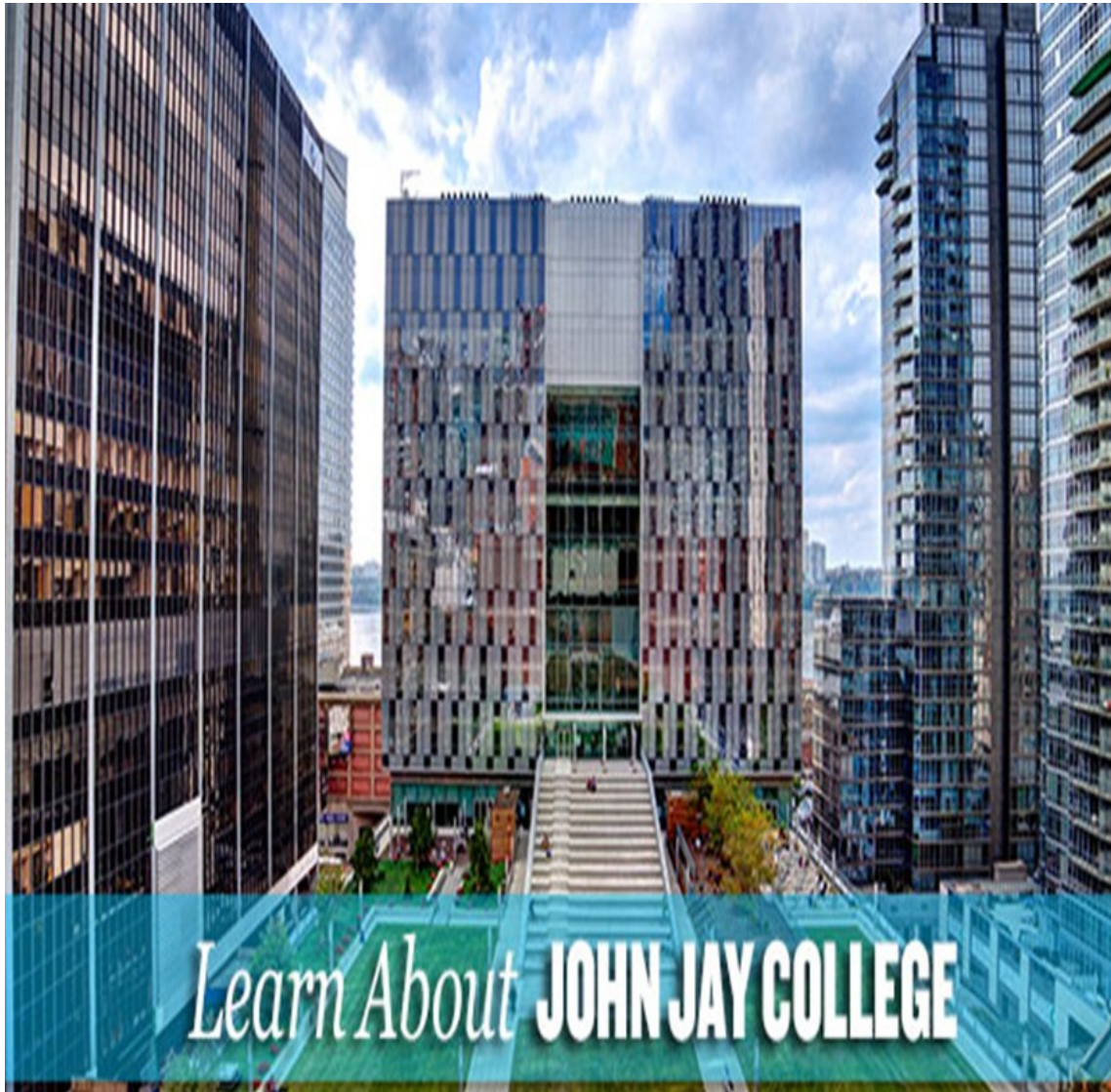


**John Jay College of Criminal Justice**  
**Office of Human Resources**  
**Higher Education Officer Series Handbook**



Contact the Office of Human Resources:

Telephone: 212-237-8517

Fax: 212-237-8939

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[www.jjay.cuny.edu/human-resources](http://www.jjay.cuny.edu/human-resources)

Office of Human Resources



# Table of Contents

---

<b>Welcome</b> .....	6
<b>A Message from John Jay College of Criminal Justice</b> .....	7
<b>Orientation</b> .....	8
<b>Duties and Responsibilities</b> .....	8
<b>Claiming Your CUNYFirst Account</b> .....	8
<b>Employment Requirements</b> .....	9
<b>Employment Eligibility</b> .....	9
<b>Proof of College Degree</b> .....	9
<b>Included and Excluded Titles</b> .....	9
<b>Appointments/Reappointments</b> .....	10-11
<b>Initial Appointments</b> .....	10
<b>Reappointments</b> .....	10
<b>Appointment from One College to Another</b> .....	11
<b>Appointment from an Excluded to an Included Position</b> ....	11
<b>Certificate of Continual Administrative Service</b> .....	11
<b>Non-Reappointment</b> .....	11
<b>Performance Evaluations</b> .....	12
<b>Reclassification</b> .....	13
<b>Reassignments</b> .....	13
<b>Substitute Appointments</b> .....	14-15
<b>Service Credit</b> .....	14
<b>Evaluations</b> .....	15
<b>Benefits</b> .....	15

# Table of Contents

---

<b>Compensation</b> .....	16-18
<b>Pay Dates</b> .....	16
<b>Salary Charts</b> .....	16
<b>Five-Year and Seven-Year Steps</b> .....	16
<b>Step Movement Date/Anniversary Date</b> .....	17
<b>Salary Above Base</b> .....	17
<b>Salary Differential– Advanced Degree</b> .....	18
<b>Salary Differential– Performance/Increased Responsibilities</b> ..	18
<b>Workload</b> .....	18
<b>Multiple Positions for HEOs</b> .....	19
<b>FLSA Status and Overtime/Compensatory Time</b> .....	20-21
<b>Use of Compensatory Time</b> .....	21
<b>Payment of Overtime</b> .....	21
<b>Time and Leave</b> .....	22-24
<b>Annual Leave/Vacation</b> .....	22
<b>Use of Annual Leave</b> .....	22
<b>Unscheduled Holidays</b> .....	22
<b>Scheduled Holidays</b> .....	23
<b>Emergency Closings</b> .....	23
<b>Temporary Disability/Sick Leave</b> .....	23
<b>FMLA</b> .....	24
<b>Jury Duty</b> .....	24

# Table of Contents

---

<b>Benefits</b> .....	25-26
<b>Health Coverage</b> .....	25
<b>Welfare Fund Benefits</b> .....	25
<b>Tuition Fee Waiver</b> .....	25
<b>Retirement</b> .....	26
<b>Voluntary Benefits</b> .....	26
<b>University Policies</b> .....	27-30
<b>Affirmative Action Equal Employment Opportunity</b> .....	27
<b>Sexual Harassment Prevention</b> .....	27-28
<b>Workplace Violence</b> .....	28-29
<b>Who to Contact at John Jay</b> .....	30
<b>Affirmative Action/Sexual Harassment</b> .....	30
<b>Emergency Closing</b> .....	30
<b>Security</b> .....	30

# Welcome

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John Jay College of Criminal Justice was born in the mid-1950s. The catalyst for the school came from growing concerns on the part of civic leaders and the New York City Police Department over increased complexity of police work in the administration and operation of the department, and the ongoing relations between police and the community.

John Jay College of Criminal Justice is a community of motivated individuals who explore justice in its many dimensions. The College's liberal arts curriculum equips students to pursue advanced study in meaningful, rewarding careers in the public, private, and non-profit sectors. Our professional programs introduce students to foundational and newly emerging fields and prepare them for advancement within their chosen professions.

## A Message from John Jay College of Criminal Justice

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This handbook is presented to you as an adaptation of the handbook already available to Higher Education Officers from PSC/CUNY and CUNY's Code of Practice for the Higher Education Officer Series. Professional Staff Congress (PSC) represents more than 3,000 members of the instructional staff in the Higher Education Officer (HEO) series titles across the 24 campuses and the Central Offices of the City University of New York (CUNY). The PSC represents HEOs in all facets of their employment through the PSC/CUNY Collective Bargaining Agreement.

John Jay College of Criminal Justice recognizes and supports the empowerment given to employees as members of PSC/CUNY and is committed to ensuring that all terms and conditions outlined in the Collective Bargaining Agreement are upheld.

The purpose of this handbook is to provide a general guide to the rights and benefits of members of the HEO series covered under the Collective Bargaining Agreement. This handbook is not a substitute for the contract and in no way usurps or replaces any content found in the Collective Bargaining Agreement and subsequent addendums. For a full description of the terms and conditions associated with the HEO Series, please view the PSC/CUNY Collective Bargaining Agreement (<http://www.psc-cuny.org/contract>) or you may review CUNY's Code of Business Practice: Higher Education Officer Series (<http://www2.cuny.edu/wp-content/uploads/sites/4/page-assets/about/administration/offices/hr/policies-and-procedures/Code-of-Practice-HEOs-FINAL-12-20-16.pdf>)

HEOs with pressing concerns or questions about employment within the HEO series should contact the Office of Human Resources at 212-237-8517 or one of the HEO Grievance Counselors employed with PSC who are experienced and have been trained to solve particular problems that occur among HEO Series employees. HEO Grievance Counselors can be reached at 212-354-1252.

# Orientation

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The Office of Human Resources will host periodic orientations for our HEO Series employees. The specific date, time, and place will be communicated prior to the event. Please retain this handbook as a reference tool. If you have questions, you may call the Office of Human Resources at 212-237-8517 or visit us in Room 704 in our Annex location at 619 West 54th Street.

## Duties and Responsibilities

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The titles in the HEO series are: Assistant to Higher Education Office (aHEO); Higher Education Assistant (HEa); Higher Education Associate (HEA); and Higher Education Officer (HEO). The University's By-Laws provide a broad general description of the levels of responsibility and qualifications for each of the four HEO titles. Each particular HEO position should have a functional job description. This description is generally given to the HEO at the time of hiring or reclassification. Requests for job descriptions may be made to the HEO's supervisor or the Office of Human Resources.

## Claiming Your CUNYFirst Account

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All HEOs are given a CUNYFirst account. CUNYFirst is an essential tool for all faculty and staff at John Jay College of Criminal Justice regardless of title or function.

In order to claim your account please visit:

[https://home.cunyfirst.cuny.edu/oam/Portal\\_Login1.html](https://home.cunyfirst.cuny.edu/oam/Portal_Login1.html) and click on "New User" under the Log-In panel. From this screen simply follow the instructions. If you run into any problems please contact the Office of Human Resources.



# Employment Requirements

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Minimum qualifications, including education requirements, vary by specific title and will be outlined in all posted job vacancies. In addition to meeting the minimum qualifications, HEOs will also be required to complete New Hire Paperwork and provide the following at the time of hire or transfer:

## Employment Eligibility– Form I9

Under federal law, employees must be verified for both identity and employability within three days of employment according to the Immigration Reform and Control Act (IRCA). This verification process is conducted face-to-face in the Office of Human Resources, 619 W. 54th St Suite 704. Only original documents are accepted.

## Proof of College Degree

All titles in the HEO Series require a college degree. The specific type of degree will vary based on needs for the position to be filled and will be specified in the job vacancy. You must present the required degree or appropriate transcript to the Office of Human Resources before you can begin work.

# Included and Excluded Titles

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There are titles within the HEO Series which are excluded from certain provisions of the Collective Bargaining Agreement. Exclusion is typically based upon title or function. The provisions discussed in this handbook are applicable to both included and excluded titles unless it is expressed otherwise. For a complete list of excluded titles and the provisions to which they are excluded you may refer to Article 1 of the Collective Bargaining Agreement found here: <http://www.psc-cuny.org/contract/article-1-recognition>. You may also contact the Office of Human Resources at 212-237-8517 if you have additional questions.

# Appointments/Reappointments

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## Initial Appointments

HEOs may not begin a work assignment until their employment requirements have been met and their appointment has been authorized by the applicable Division Head. Authorization requires that the Personnel Action Form (PAF) has been completed and approved and all required documents and fees have been submitted to the Office of Human Resources. The initial appointment start and end date will be indicated on your Conditional Offer of Employment Letter which will be sent to you from the Office of Human Resources when a job offer is made.

## Reappointments

The normal appointment year for employees in the HEO series shall be July 1 through June 30. Appointments effective on or after July 1 but on or before September 1 shall be considered as if they were full-year appointments for purposes of applying Article 13 of the PSC/CUNY Collective Bargaining Agreement.

Included employees who are hired effective September 1, 1987 or later who continue to serve in the same title and are covered by the PSC/CUNY Collective Bargaining Agreement shall be subject to the following appointment and reappointment schedule:

- First full year appointment— one year
- First reappointment — one year
- Second reappointment— one year
- Third reappointment— one year
- Fourth reappointment— two years
- Fifth reappointment— two years

Excluded employees are subject to the reappointment process on an annual basis.

The schedule of reappointments vary for HEO series employees if they are subsequently reclassified to a higher title. Please consult the Collective Bargaining Agreement for further Guidance: <http://www.psc-cuny.org/contract/article-13-appointments-and-reappointments-higher-education-officer-heo-series>

# Appointments/Reappointments (con't)

## Appointment from one college to another college

In the event an employee has continuous full-time service at more than one college or other CUNY unit, such service in the HEO series title shall be totaled and credited for the purpose of establishing eligibility for future appointments, including Article 13.3 b appointments, provided that the first full-year appointment at the new college or unit shall be for one full year.

## Appointment from an excluded HEO series position to an included position

An employee in the HEO series initially hired to serve in a position excluded from the bargaining unit who is thereafter appointed during the normal appointment year to a position within the bargaining unit shall, if subsequently reappointed, receive a one-year appointment for the first full year following such change. Thereafter, reappointments are to be made as if all prior service had been in a position included in the bargaining unit.

## Reappointments and Certificate of Continual Administrative Service

Upon recommendation of the President and approval of the Board of Trustees, an included employee who is granted a subsequent reappointment after the 5th reappointment, shall receive a Certificate of Continual Administrative Service ("13.3 b"). Such an employee shall not be subject to annual or multi-year reappointments.

This does not apply to employees who are in an excluded title. Employees in an excluded title are always considered for annual reappointments.

## Non-reappointment

Written notice of non-reappointment must be given on or before April 1. For employees who first assumed their position on or after October 1 of the preceding year, the notice of non-reappointment (for first reappointment only) shall be given on or before May 1.

# Performance Evaluations

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Preferably once each semester, but at least once a year, employees in the HEO series are required to have an evaluation conference with their Chairperson or supervisor. No parties other than the evaluator and the employee are permitted to attend the conference unless otherwise requested by the employee. During the conference, the employee's total performance and professional progress shall be reviewed for the time frame indicated on the evaluation.

Following the conference, the evaluator shall prepare a record of the evaluation discussion in memorandum form for inclusion in the employee's personal file. The evaluation memorandum should reflect both the employee's and the supervisor's input from the conference. A copy of the memorandum shall be given to the employee within ten (10) working days following the conference.

Employees are able to write a response to an evaluation provided by a supervisor. This response will be included in the employee's personnel file.

This policy and evaluation of job performance is pursuant to Article 18.3(b) of the PSC/CUNY Collective Bargaining Agreement. A performance evaluation is intended to encourage the improvement of individual professional performance and to provide a basis for future personnel decisions.

# Reclassification

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## Reclassification of currently occupied positions

The criterion for reclassification approval is that the preponderance of duties and job requirements currently fall appropriately in the higher HEO series title. This change in classification may be merited because of an accretion of duties, a significant increase in the volume of work that has the effect of transforming the scope of complexity of the work, a reorganization of functions, a legal mandate changing the nature of the work, or some other significant alteration in the duties previously assigned. A request for reclassification may be initiated by the college administration or by an employee or the appropriate supervisory personnel.

HEO series positions may not generally be reclassified into the Executive Compensation Plan (ECP), nor are reclassifications into the classified service permissible. If, in the opinion of the college, a change in job duties renders an existing HEO position more appropriate to either the ECP or to the classified service, removal of those duties from the HEO position is an option.

# Reassignments

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Reassignments are the prerogative of the college; however, a person may only be reassigned to perform duties appropriate to his/her title. A reassignment is a significant change in duties or responsibilities resulting in a new functional title, but no change in HEO series title.

# Substitute Appointments

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Staff may be appointed temporarily to allow continuation of current operations and services and to address emergency situations. Substitute appointments may also be made to cover for individuals on certain leaves. An individual may serve at a particular college for no more than two (2) six-month periods out of any 24 months. Then, the individual may not serve as a substitute in an instructional staff position (teaching or non-teaching) at that college for at least 12 months.

All vacant positions must be eventually filled either through a search process or search waiver. Prior to making a substitute appointment to a vacant position, plans must be in place to fill the position as soon as practicable. Currently, the college must advertise the position when requesting approval for a second 6-month substitute appointment.

## Service Credit

Substitute service occurring between creditable service before and after the substitute service, with no break in service, acts as a bridge. Service counts for purposes of movement within the salary schedule.

An individual who has served as a substitute in a Higher Education series title and who then receives a consecutive regular appointment in a Higher Education series title at the same college may receive up to two (2) years of service credit toward a 13.3b appointment for the substitute service under two scenarios:

A) If an individual serves as a substitute for two consecutive years and then receives a consecutive regular appointment, both years of substitute service are creditable.

B) When substitute service is not consecutive, an individual may still earn up to two (2) years of creditable service provided that one year of substitute service immediately precede the regular appointment and no more than one year intervenes between the years of substitute service.

# Substitute Appointments (continued)

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## Evaluations:

Substitutes must be evaluated in accordance with the terms of Article 18 of the PSC-CUNY Agreement. Substitutes are not subject to the reappointment process. They do not receive notice of reappointment, inasmuch as they are not considered for reappointment. Substitutes may be given up to two (2) six-month appointments as substitute, consistent with the terms of the settlement agreement.

## Benefits:

Substitute instructional staff members have the same welfare and pension benefits as regularly-appointed, annual salaried instructional staff. Enrollment into pension is voluntary. For further details contact the Benefits Officer at the Office of Human Resources.

Substitute HEOs have the same leave entitlements as regularly-appointed annual-salaried non-teaching instructional staff. For more information you may contact the HEO Timekeeper at the Office of Human Resources.

# Compensation

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## **Pay Dates:**

HEOs are paid on a bi-weekly pay schedule. Upon receiving your completed application package and a Personnel Action Form (PAF), a payroll record will be created for you. Your first paycheck will be issued approximately 3-4 weeks from the date the required completed documents are received in the Office of Human Resources.

## **Salary Charts:**

Salary schedules applicable to HEOs are included in the PSC/CUNY collective bargaining agreement and may not be modified for employees covered by the collective bargaining agreement. Salary charts apply to both included and excluded HEO positions.

The colleges have considerable discretion in determining compensation; all salary steps are regarded as appropriate within a HEO title. HEOs will receive annual salary increases *up until the last two steps* of their respective title's salary schedule. These increases are effective on the January 1 or July 1 of a given year depending on the employee's start date.

The HEO salary chart can be found here: <http://www.psc-cuny.org/sites/default/files/HEOSalarySchedule.pdf>

## **Five-year and Seven-year Steps:**

The last two steps on the salary schedule are known as the five-year and the seven-year step. The five-year step derives its name from the fact that, in general, an employee must serve five years on the step immediately preceding it before becoming eligible for the increment. Similarly, the seven-year step derives its name from the fact that an employee must, in general, serve two additional years, at the five-year step, before becoming eligible for it. An employee appointed at the last one year step or 5 year step will move to the next salary step exactly 5 years or 2 years, respectively, on the completion of the required years of service for step movement. The outlined conditions apply only to continuous service in the HEO Series title. If you have additional questions please contact the Office of Human Resources.



# Compensation (continued)

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## Step Movement Date/Anniversary Date:

HEO series employees are subject to the step movement outlined in the salary schedule. A HEO's step movement date is either January 1 or July 1 subsequent to when they have served for 11 months in their respective title.

A HEO's anniversary date is the date of hire.

For example, a HEO who starts on May 1, 2017 will have an anniversary date of May 1 of each subsequent year but a step movement date of July 1 beginning the year after the HEO's 1 year anniversary (2018 in this example).

## Salary Above Base:

In rare and unusual circumstances, a college may request a salary above the base for a HEO series employee in the High Education Assistant, Higher Education Associate, and Higher Education Officer titles for the purpose of recruitment and retention. The college must provide extensive justification for the request of salary above base to be approved by the Office of Human Resources Management. This policy follows the guidelines as defined in the PSC/CUNY collective bargaining agreement Appendix C.

# Compensation (continued)

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## Salary Differentials– Advanced Degree:

Section 24.8 of the PSC/CUNY collective bargaining agreement provides that Assistants to HEO who hold a master's degree from an accredited university in a field related to their work will receive an annual salary differential of \$1,000. Employees in the Assistant to HEO title who hold a doctorate in a job-related field from an accredited university will receive an annual salary differential of \$2,500. Employees reclassified to other titles will no longer be eligible for the salary differential. Employees appointed to *substitute* Assistant to HEO titles are not eligible for the annual Advanced Degree Salary Differentials.

## Salary Differentials– Based on Performance or Increased Responsibilities:

Section 22.5 of the PSC/CUNY collective bargaining agreement provides that included Assistants to HEO, HEO Assistants, or HEO Associates who have completed one or more years of service at the top salary step in their respective salary schedules shall be eligible for a discretionary assignment differential of \$2,500 to be added to their annual base salary, based upon excellence in performance or increased responsibilities within their title. Eligible employees may be nominated by their supervisors or may nominate themselves to receive the differential.

## Workload:

As per article 15.4 (b), members of the non-classroom Instructional staff shall have a workweek of thirty-five (35) hours assigned. Employees assigned to a non-air conditioned facility shall end their work day one hour earlier than scheduled commencing on the Monday following the Spring commencement through August 29 of that year.

Employees shall not be required to work an excessive number of hours, or be assigned an unreasonable schedule. Members of the staff have the obligation to perform their responsibilities in keeping with the proper staffing of the day session, evening session, summer session, extension divisions and special programs of the University. Split schedules do not meet the definition of a reasonable schedule.

# Multiple Positions for HEOs

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A multiple position is an assignment to a different job than the employee's regular full-time employment. A continuation of the employer's normal work at the employee's college of full-time employment beyond the hours specified in the collective bargaining agreement is not a multiple position.

No multiple positions may be assigned during the employee's normal working hours.

Employment on a multiple position for extra compensation is limited to three classroom contact hours per week for teaching assignments or six hours per week for non-teaching assignments University-wide.

Employees shall receive the appropriate contractual non-teaching adjunct rate for non-teaching assignments and the appropriate contractual teaching adjunct rate for teaching assignments and psychological counseling.

# FLSA Status and Overtime/Compensatory Time

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## FLSA Status and Overtime/Compensatory Time:

Included HEO Series employees represented by the PSC who are exempt and non-exempt under the Fair Labor Standards Act (FLSA) and who are assigned by their supervisor to work more than 35 hours during the workweek shall receive compensatory time, on an hour for hour basis, for hours assigned between 35 and 40 hours. Excluded employees generally do not qualify for compensatory or overtime. Contact your timekeeper in the Office of Human Resources for more information.

Employees who are exempt under the FLSA and who are assigned by their supervisor to work in excess of 40 hours during the workweek shall receive compensatory time, on an hour for hour basis for hours assigned in excess of 40 hours a week.

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

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

- ◆ Assigned hours calculated towards compensatory time or overtime are defined as hours a HEO series employee is assigned to work in excess of his/her usual 35-hour workweek. To the extent possible, the supervisor shall provide the employee with 48 hours' notice of the assigned additional time.
- ◆ Assigned hours calculated towards compensatory time or overtime could also be hours a supervisor assigns to a HEO series employee to perform a specific project in addition to his/her usual responsibilities which the supervisor feels will require the employee to work beyond his/her regular scheduled 35-hour workweek.
- ◆ The general rule for HEOs is that any assigned hours beyond the 35-hour workweek must be approved in advance in writing by the manager or supervisor and by such administrator(s) as designated by the College President. The employee's time record must reflect the additional hours worked. Any urgent or emergency situations that result in extended hours should be approved as soon as possible within the bi-weekly period in which they occur.

# Overtime/Compensatory Time

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## Use of Compensatory Time:

Included HEOs who's FSLA status is non-exempt are eligible to earn compensatory time for hours worked above the normal 35 hours in a work week up to a maximum of 40 hours. Compensatory time earned during a quarter of the contractual HEO "leave year" (September 1-August 31) shall be scheduled to be used as promptly as possible within the quarter but no later than thirty (30) calendar days after the end of the quarter in which the compensatory time was earned. The use of compensatory time shall be scheduled by the supervisor, in consultation with the employee. All represented HEOs shall be provided with a quarterly balance statement of compensatory time. This will include accrued and used compensatory time, if any. If you are unsure if your title is FSLA exempt or included please contact the Human Resources Information System Manager.

## Payment of Overtime:

Employees in a HEO series title who are non-exempt shall receive overtime payment at the rate of time and one-half for the hours worked in excess of 40 hours in a workweek. Payment of overtime will be added to an employee's regular pay check.

# Time and Leave

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## Annual Leave and Vacation

HEO series employees accrue annual leave as follows:

- ◆ During the first year of service— 15 days
- ◆ During the 2nd through 11th year of service and thereafter— 15 days plus one additional day for each year of service to a maximum of 25 days.

Employees who had full-time continuous service in the classified Civil Service shall receive credit for the years of service for the purpose of determining the annual leave entitlement.

## Use of Annual Leave

Employees are expected to use their annual leave time within the annual leave year (9/1-8/31) in which it is earned. Included employees are allowed to accumulate earned but unused annual leave up to a maximum accrual not to exceed forty-five (45) working days as of August 31 of any year.

Excluded employees are allowed to accumulate earned but unused annual leave up to a maximum accrual not to exceed fifty (50) working days as of August 31 of any year.

However, any employee, who has, as of August 1, 1987, accumulated annual leave in excess of 45 days shall have a personal accrual maximum equal to the number of days accrued as of August 31, 1987.

Annual leave periods, including leave taken to reduce excess accruals, must be scheduled with the approval of supervisors, subject to review and approval by a senior executive of the college, at times when there will be no disruption of the normal functioning of the college. Except when used for personal emergencies, annual leave must be scheduled and approved in advance.

## Unscheduled Holidays

In most cases, there are four unscheduled holidays in the period September 1– August 31 to be taken within the annual leave year. A request to take a specific day as an unscheduled holiday is made in accordance with the usual practices at the college. Unscheduled holidays must be taken within the annual year in which they are earned, and they may not be carried into the next annual year.

# Time and Leave (continued)

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## Scheduled Holidays

Employees in the HEO series are paid for the following holidays:

Independence Day; Labor Day; Columbus Day; Thanksgiving; Day after Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve; New Year's Day; Martin Luther King Jr's Birthday; Lincoln's Birthday; President's Day; Memorial Day

If a holiday falls on a Saturday or a Sunday, which is not a regular work day for the employee, it is observed on the Friday before or the Monday following as designated by the University.

## Emergency Closing

Employees in the HEO series are paid for all emergency closings on days which they are regularly scheduled to work.

## Temporary Disability Leave (Sick Leave)

Temporary Disability Leave is defined as any temporary physical or mental incapacity. Employees are granted temporary disability leave of twenty (20) calendar days. The unused portion of such temporary disability leave shall be cumulative to a maximum of one hundred sixty (160) calendar days during which the college is in regular session.

# Time and Leave (continued)

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## Family and Medical Leave of Absence (FMLA)

Employees are covered under the provisions of the Family and Medical Leave Act, which permits an eligible staff member to take leave for the following purposes:

- ◆ Birth of a son or daughter and to care for a newborn child
- ◆ For placement with the employee of a child for adoption or foster care
- ◆ To care for the employee's spouse, domestic partner, or parent with a serious medical condition
- ◆ The employee's own serious medical condition
- ◆ Any qualifying exigency resulting from the spouse, child, or parent of the employee is on active duty in the Armed Forces in support of a contingency operation.

## Jury Duty

HEO series employees required to serve on a jury or are required to report to court in person in response to a jury duty summons or are required to report for jury examination or to qualify for jury duty shall receive their regular salary during such absences, provided that they remit to the university an amount equal to the compensation received by them, if any, for jury duty.



# Benefits

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## Health Coverage

HEOs have the option to choose one of several HMOs, PPOs, and POS' which are provided through the City of New York. If an appointment is expected to last at least six months, health insurance benefits are effective on the date of hire as long as paperwork is received within 31 days.

The "Summary Program Description" booklet is available at:

<http://www1.nyc.gov/assets/olr/downloads/pdf/health/health-full-sp.pdf>

For additional questions please contact the Benefits Officer in the Office of Human Resources.

## Welfare Fund Benefits

Dental Coverage, Prescription Drug Coverage, and Vision benefits are provided through the PSC-CUNY Welfare fund. The effective date of welfare fund benefits is the first of the month following the date of hire. In cases where an employee is hired on the first of the month, welfare fund benefits are effective on the date of hire.

A full list of Welfare Fund Benefits beyond the Dental, Prescription, and Vision cited above can be found at: <http://www.pscunyw.org/>

For additional questions please contact the Benefits Officer in the Office of Human Resources.

## Tuition Fee Waiver

Employees in the HEO series are eligible to receive a tuition waiver for their own study at a CUNY school. Limitations are imposed based on length of service and type of courses as follows:

- ◆ For Undergraduate Courses: an employee must have served for at least 1 year. There is no limit to the number of credits covered by the tuition waiver.
- ◆ For Graduate Courses: there is no minimum service requirement. Up to 6 credits per semester will be covered.

Tuition waivers are not available for any winter or summer sessions.

# Benefits (continued)

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## Retirement

Fully appointed employees are required to join TIAA or NYC Teachers' Retirement System (TRS). Those who do not enroll in a plan within 30 days from their date of appointment will be defaulted into TRS. Members covered through TIAA are vested after 366 days of employment. Members covered through TRS should contact TRS directly for inquiries regarding the minimum years of service required to vest.

For more details, please refer to the Summary Comparison Chart found here:

<http://psc-cuny.org/sites/default/files/ChoosingAPensionPlanTierVI.pdf>

You may contact the TRS at 1-888-869-2877

You may contact TIAA at 1-800-842-2252

Or you may consult with the Benefits Officer in the Office of Human Resources who will be able to provide additional information to you.

## Voluntary Benefits

CUNY offers a wide range of benefits which employees make take advantage of. These benefits include a Work/Life Program through Deer Oaks, the CUNY e-mall, WageWorks, financial services through Municipal Credit Union, and many more. Contact you Benefits Officer for more details.

# University Policies

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## *Affirmative Action Equal Employment Opportunity Policy*

John Jay College of Criminal Justice of the City University of New York is committed to the principles of affirmative actions and equal employment opportunity. John Jay College recruits, employs, retains, and promotes employees in all job classifications on the basis of ability and without regard to race, color, religion, sex, age, national origin, handicap, marital status, veteran status, sexual orientation, or status of a victim of domestic violence. To insure equal employment opportunities and non-discrimination against minorities and women in accordance with CUNY's policy and federal, state, and local requirements, John Jay College implements an affirmative action program.

## *Sexual Harassment Policy and Complaint Procedure*

Under the policy of the City University of New York, harassment of employees or students on the basis of sex is prohibited. Investigation of allegations will be made promptly and on a confidential basis to ascertain the veracity of complaints and to take appropriate action.

It is a violation of the University and College policy for any member of the college community to engage in sexual harassment and to take action against an individual who reports an incident of sexual harassment.

For purposes of this policy, unwelcome sexual advances, requests for sexual favors, and verbal or written communications or physical conduct of a sexual nature constitute sexual harassment when submission or rejection to such conduct is made explicitly or implicitly a term or condition of an individual's employment or academic standing. Such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work or academic environment.

It is the responsibility of each person with supervisory responsibility to disseminate this policy within his/her area. CUNY policy and compliance procedures for sexual harassment are distributed college-wide and are published on the Office Human Resources' website.

# University Policies (continued)

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If you have any questions regarding Sexual Harassment/Affirmative Action Contact:

Silvia Montalban

Director– Compliance & Diversity

Title IX Coordinator

646-557-4409 or smontalban@jjay.cuny.edu

## Workplace Violence Policy

John Jay College of Criminal Justice of the City University of New York prohibits workplace violence. Violence, threats of violence, intimidation, harassment, coercion, or other threatening behavior towards people or property will not be tolerated. Complaints involving workplace violence will not be ignored and will be given the serious attention they deserve.

Workplace Violence is defined as any behavior that is violent, threatens violence, coerces, harasses or intimidates others, interferes with an individual's legal rights of movement or expression, or disrupts the workplace, the academic environment, of the College's ability to provide services to the public. Examples of workplace violence include, but are not limited to,,: disruptive behavior intended to disturb, interfere with or prevent normal work activities (such as yelling, using profanity, verbally abusing others, or waving arms and fists); intentional physical contact for the purpose of causing harm (such as slapping, stabbing, punching, striking, shoving, or other physical attack); menacing or threatening behavior (such as throwing objects, pounding on a desk or door, damaging property, stalking, or otherwise acting aggressively; or making oral or written statements specifically intended to frighten, coerce, or threaten) where a reasonable person would interrupt such behavior as constituting evidence of intent to cause harm to individuals or property; and possessing firearms, imitation firearms, knives or other dangerous weapons, instruments or materials.

# University Policies (continued)

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No one within the College community shall have in their possession a firearm or other dangerous weapon, instrument or material that can be used to inflict bodily harm on an individual or damage to the College property without specific written authorization from the college President regardless of whether the individual possesses a valid permit to carry the firearm or weapon.

Incidents of workplace violence, threats of workplace violence, or observations of workplace violence are not to be ignored by any member of the University community. Workplace violence should promptly be reported to the Office of Public Safety.

Additionally, faculty, staff, and students are encouraged to report behavior that they reasonably believe possess a potential for workplace violence as defined in the preceding paragraphs. It is important that all members of the university community take this responsibility seriously to effectively maintain a safe working and learning environment.

◆ You may report workplace violence to:

Office of Public Safety

212-237-8524

212-237-8888— Emergencies Only

## University Policies : Who to Contact at John Jay

### Affirmative Action/Sexual Harassment:

Silvia Montalban

Director– Compliance & Diversity

Title IX Coordinator

646-557-4409 or smontalban@jjay.cuny.edu

### Emergency Closing

John Jay College of Criminal Justice is always open unless a specific announcement is made to the contrary. You may contact the College at 212-237-8000 or visit the website at [www.jjay.cuny.edu](http://www.jjay.cuny.edu) for up to date information regarding closings. If weather conditions or other emergencies should occur, announcements will be made through CUNY Alert. Please sign up for CUNY Alert using your CUNYFirst account.

### Security

Office of Public Safety

212-237-8524

212-237-8888— Emergencies Only

