HANDBOOK FOR COLLEGE LABORATORY TECHNICIANS
Professional Staff Congress/City University of New York
4th Edition

"CUNY’s Science and Technology are in our Hands"
TECHNICIANS ● TECHNOLOGISTS ● SPECIALISTS ● SCIENTISTS

Leading the way for our next generation of educated citizens
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FROM THE PSC PRESIDENT

Dear CLT Colleagues,

College Laboratory Technicians (CLTs) are central to CUNY’s mission. You work throughout the University, in departments from biology to theater. Without you, the University’s growing prominence in scientific fields would not be possible, nor would CUNY be able to prepare students for the amazing work many go on to do in scientific and technical specialties. You do demanding, hands-on work with faculty and students on every campus. I am proud to represent you.

College Laboratory Technicians have a particularly proud history within the PSC. In the early days of the union, CLT leaders had the foresight to understand that CLTs, as members of academic departments, should be entitled to the protections of tenure. The result of their organizing is that CLTs at CUNY are covered under the State law governing tenure—a form of job security that is too rare for academic professional staff.

CLTs are also strongly represented with the PSC. The union constitution mandates that CLTs have a representative on the Executive Council, the elected body that makes the recommendations on the contract, budget and policy.

And CLTs consistently have one of the strongest records of participation within the PSC, whether it is in union membership, response to calls for action or participation in union surveys. Thank you. The membership as a whole relies on you.

The PSC under its current leadership has made major gains for CLTs, in addition to winning salary increases and back-pay and protecting tenure. We have negotiated:

- equity increases to CLT salaries
- access to professional development grants for CLTs
- additional increases on the top salary step for CLTs
- salary increase for CLTs with advanced degrees
- advocacy for better access to promotion.

But much more remains to be done. The PSC leadership recognizes the urgency of continuing to lift CLT salaries and unblocking the route to CLT promotion. It is unfair for CLTs to have limited access to the higher salaries and titles they deserve. Years of austerity funding for CUNY have hit CLTs hard. It will take a collective effort to make the improvements CLTs need. You will have the force of the whole union at your back.
Now more than ever, the PSC needs the resilience and union-consciousness that I almost always notice when I am with CLTs. The coming years will see an unprecedented attack on unions and all we stand for. The whole union will need your strength and directness, your technical knowledge and sophistication. CLTs have always been a backbone of the PSC. I know that I can count on you—and most important, that you can count on each other.

In solidarity,
Barbara Bowen
President, PSC
FROM THE CHAPTER CHAIR

Welcome to the CLT Chapter of our union, the PSC. The CLT Chapter represents all College Laboratory Technicians across CUNY, in full-time and adjunct titles. CLTs are the backbone of CUNY academics. Without us CUNY would be unable to prepare students for twenty-first century jobs and careers in the arts, media, sciences, and technology. The support we provide to faculty, staff, students, alumni, and friends of CUNY are critical to the success and mission of the University.

It is a privilege to serve my fellow CLTs and to ensure that your rights are clearly understood, protected and defended. As your Chapter Chair, I will work hard each day to make sure you are respected. I will work to make the CLT Chapter the best it can be. On behalf of the CLT Executive Committee and the PSC leadership, I invite you to review this newly updated handbook and encourage you to keep it in a safe place for reference. This handbook details your rights and responsibilities as a proud member of the union.

I look forward to meeting you and working with you side by side to build a strong CLT Chapter and union.

Albert Sherman
Chair, PSC CLT Chapter
INTRODUCTION

This handbook has multiple purposes:

- To serve as a compendium of College Laboratory Technicians’ rights and responsibilities.
- To familiarize newly appointed CLTs with the procedures for appointment, reappointment, promotion and other contractual protections.
- To invite CLTs to contact the chapter officers for advice and assistance and to become involved in the work of the union.

This handbook is not an official document, but a simplified guide to your contractual rights under the PSC-CUNY agreement as seen by the PSC. Sometimes, representatives of CUNY management have other interpretations regarding our contractual rights.

The official documents that define the conditions of your employment are the Bylaws of the Board of Trustees of CUNY, the Collective Bargaining Agreement between the PSC and CUNY (the contract), the written policies of the Board of Trustees and your college governance document. There are also arbitration awards and grievance decisions in which contractual rights and responsibilities have been delineated.

The contractual provisions referenced in the footnotes of this handbook refer to the 2007-2010 PSC/CUNY contract and the Memorandum of Agreement for the period 10/20/10 to 11/30/17.

If you have reason to believe that your rights have been violated or that you have been given non-CLT responsibilities, call the PSC Central Office to speak to a CLT grievance counselor immediately at 212-354-1252. They can help you resolve your problem(s).
GET INVOLVED & BE INFORMED

The Professional Staff Congress (PSC) is the union that represents more than 27,000 faculty and staff at the City University of New York (CUNY) and the CUNY Research Foundation. It is dedicated to advancing the professional lives of its members, enhancing their terms and conditions of employment, and maintaining the strength of the nation’s largest, oldest and most visible urban public university. The union negotiates, administers and enforces collective bargaining agreements; protects the rights of staff through the grievance and arbitration process; engages in political activity on behalf of CUNY and its staff and students; and advocates for the interests of the instructional staff in its various forums. Every employee hired into a PSC-represented position is covered by the contract.

The PSC is affiliated with several larger labor organizations, including New York State United Teachers (NYSUT), the American Federation of Teachers (AFT), the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), and the American Association of University Professors (AAUP). The PSC is part of the NYC Central Labor Council (CLC) and the NYC Municipal Labor Committee (MLC) and partners with the Campaign for the Future of Higher Education.

PSC membership is open to all CUNY full-time and adjunct CLTs who are represented by the union and to those who retire from these positions. Every member who joins increases our collective strength. Joining the union enables you to participate in the active life of the PSC. You gain the right to vote in union elections and contract ratifications, to run for a union leadership position, and to have a formal role in the policy and direction of our union.

The best way to protect your job and yourself is to be informed and to get involved:

- Organize a CLT council on your campus.
- Attend meetings, rallies, marches.
- Participate in labor management meetings on your campus
- Attend campus governance meetings.
- Join focused committees.
- Volunteer to take action.
- Meet and lobby elected officials.
Non-members (i.e. agency fee payers) do not have the right to vote in union elections, do not have the right to run for union leadership positions, cannot vote for contract ratifications, and do not have a formal role in the policy and direction of the union.

Exercise your right to join our union, the PSC, by completing a membership authorization card. Membership cards may be obtained by calling the PSC membership department (212-354-1252), contacting your chapter chair, or submitting an online application at www.psc-cuny.org/join-psc

If you have recently changed your address, phone, college, email, etc., you can update your membership information here: psc-cuny.org/update-your-membership-information
# ABBREVIATED CONTACT LIST

PSC Central Office: (212) 354-1252  
Welfare Fund: (212) 354-5230

## PSC & CLT CHAPTER STRUCTURE

<table>
<thead>
<tr>
<th>BODY</th>
<th>MEMBERS</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSC Executive Council</td>
<td>President, First Vice President, Secretary, Treasurer, University-Wide Officers, Senior College V.P., Senior College Officers, Community College V.P, Community College Officers, Part-Time Personnel V.P., Part-Time Personnel Officers, Retiree Officers</td>
<td>Elected every 3 years by all PSC members. Elected on same ballot as above by appropriate campus constituents, not by CLTs or HEOs.</td>
</tr>
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<td></td>
<td>Cross Campus Units V.P., Cross Campus Units Officers</td>
<td>Elected on same ballot as above, but only by CLTs and HEOs.</td>
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<tr>
<td>Convention Delegates</td>
<td>Delegates to NYSUT and AFT Conventions and, separately, to AAUP conventions</td>
<td>Elected on same ballot as above by all PSC members.</td>
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<td></td>
<td>PSC Executive Council (see above)</td>
<td></td>
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<tr>
<td>Delegate Assembly</td>
<td>Chapter Delegates, Alternate Delegates</td>
<td>Elected with Chapter Officers every 3 years; Chapter Chair automatically a Delegate.</td>
</tr>
<tr>
<td>Chapter Executive Committee</td>
<td>Chapter Chair, Vice Chair, Officers At Large, Delegates, Alternate Delegates</td>
<td>Elected every 3 years by chapter members in staggered elections. CLTs and HEOs from all CUNY worksites constitute two respective cross-campus chapters. Other PSC members constitute campus/worksite-based chapters.</td>
</tr>
<tr>
<td>CLT Chapter Expanded Executive Committee (Created by CLT Chapter)</td>
<td>CLT Executive Committee</td>
<td>Elected by campus CLTs or appointed by CLT Executive Committee</td>
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SOURCES OF INFORMATION

**PSC website** at www.psc-cuny.org provides general information about the PSC and its activities, important documents such as the contract, memorandum of agreements, salary schedules, side letters of agreement, the *Clarion* and links to important sites such as CUNY, NYSUT, AFT and related organizations.

*Clarion* is the PSC’s monthly newspaper. Members of the PSC are mailed a printed copy of this newspaper. An online version is available on the PSC website.

**This Week in the PSC** is the weekly e-newsletter of the PSC. It is generally emailed to subscribers every workweek during the academic year (and intermittently during the summer and winter breaks). Sign up for the *This Week* e-newsletter at www.psc-cuny.org/form/sign-me-week-e-newsletter

**YouTube channel** at www.youtube.com/user/PSCCUNYCommunication

**Facebook page** at www.facebook.com/PSC.CUNY/

**Twitter page** at twitter.com/PSC_CUNY . Tweet us using @PSC_CUNY

**CUNY website** at www.cuny.edu

**CLT website** at psc-cuny.org/college-lab-technicians

**PSC-CLT** is a non-monitored listserv that encourages discussions of any and all topics of importance to CLTs. This is the forum where you can express your brilliant ideas, pet peeves and critical analyses of CLT, PSC and CUNY issues. This listserv also allows the chapter leadership to communicate quickly with CLT members. Members of the listserv may post and receive information that is of interest to other CLTs or ask technical questions of the group. To subscribe to the PSC-CLT listserv, PSC-CLT@yahoogroups.com, email Amy Jeu at ajeu@hunter.cuny.edu. Note: you must be a member of the listserv in order to post and receive messages to it.

If you have any questions, call a CLT officer or grievance counselor. The only dumb question is the one not asked!
COMPLAINTS, GRIEVANCES AND ARBITRATION

The following sections present your rights as stated in the contract, CUNY Bylaws, State Education Law and other binding documents. Your rights are protected by enforcing the contract through its grievance provisions.

Article 20 of the contract establishes complaint, grievance and arbitration procedures in the event that you or the PSC perceives a violation(s) of your rights. You should become familiar with the provisions of this article.

“Timeliness” is very important in the grievance process. For instance, you have thirty (30) working days, excluding Saturdays, Sundays and legal holidays, from the time you become aware of a violation of the contract to file a grievance. If you delay, the grievance can be denied simply on the basis of timeliness rather than on the substance of the grievance. For denial of reappointments, with or without tenure, the grievance filing deadline is 30 working days from December 1 for those in their second or more years of service. For those in their first year of service hired on September 1, the grievance filing deadline is 30 workdays from April 1. For those in their first year of service hired on February 1, the grievance filing deadline is 30 workdays from May 1.

You are urged to contact a PSC grievance counselor as soon as you become aware that your rights have been violated. Talking to a counselor does not obligate you to file a grievance. The counselor can help you understand your options and offer guidance.

The agreement between the PSC and CUNY distinguishes between a complaint and a grievance:

- **Complaint** — an informal claim by an employee of the bargaining unit, or by the PSC, of improper, unfair, arbitrary or discriminatory treatment. A complaint may or may not be grievable.

- **Grievance** — an allegation by an employee or the PSC that there has been:

  1. a breach, misinterpretation or improper application of a term of this agreement; or
(2) an arbitrary or discriminatory application of or a failure to act pursuant to the Bylaws and written policies of the Board related to the terms and conditions of employment.

Article 20.4 of the contract enumerates the three steps of the grievance mechanism:

- **Step One (1) — The College or local level.** The grievance is filed with and presented to the College President’s designee.

- **Step Two (2) — The University level.** The grievance is filed with and presented to the Chancellor’s designee.

- **Step Three (3) — Arbitration.** The grievance is presented to an impartial arbitrator from the American Arbitration Association retained jointly by labor and management. The arbitrator’s ruling is final and binding on both the college, the University and the Union.

Article 39 of the collective bargaining agreement permits the union to file grievances concerning alleged violations of health and safety standards established under the Occupational Safety and Health Act of 1970. A university-wide labor/management committee on health and safety works cooperatively to resolve hazardous conditions identified in grievances.

**If you believe your rights have been violated or if you have received a denial of reappointment notice, you should contact the PSC Office of Contract Enforcement immediately at 212 354-1252.**
CONDITIONS OF WORK

1. Title, description, and minimum qualifications

Full-time CLT positions are tenure-bearing, non-teaching Instructional Staff positions, providing technical support in CUNY laboratories, studios, theaters and other technical and technological areas.¹

The CUNY Code of Practice provides general information regarding the CLT title series, general title definitions, and minimum degree qualifications.

www2.cuny.edu/about/administration/offices/hr/policies-and-procedures/

Your administrative title (CLT title series title) is the contractual payroll title in which you are employed or hired.

Your functional title is more informal and more accurately reflects your day-to-day activities. Job descriptions for CLTs holding the same title often vary, because their functional responsibilities are different. Your job description is specific to the department and college where you are employed. If you do not have a functional title job description, ask your chairperson or supervisor for it.

2. Reassignments and Transfers

Management is permitted to reassign a CLT to any appropriate position. However, no such reassignment shall carry a reduction in rank or a reduction in salary, or have an effect on tenure or time to tenure.²

3. Personnel Decisions

In general, the process for reappointment and promotion of full-time CLTs parallels that of the teaching Instructional Staff, except that CLTs are eligible for tenure after

¹ NYS Education Law Section §6212, Bylaws, 6.2a
² Bylaws: Section 6.5
five (5) years of continuous full-time service. While specific procedures may vary from campus to campus, the general procedures are as follows:

- The department P & B committee recommends appointment, reappointment, reappointment with tenure and promotion. The Chairperson submits his or her recommendation to the College P & B. The College P & B then submits its recommendation to the President. Should the President accept the recommendation of the committees, the President then submits the recommendation to the CUNY Board of Trustees for approval.
- There are specific requirements for promotion to Chief CLT. If you wish to be promoted, write to your chairperson, stating reasons to support your promotion. If your request is not presented to the P & B committee or if you receive a negative decision by the committee, contact your CLT Chapter representative on campus or the CLT grievance counselor at the PSC Central Office for a clarification of your contractual rights.

Adjunct CLTs are eligible to apply for promotion in the same manner as full-time CLTs.

4. Professional Evaluations

Under Article 18 of the contract, the purpose of professional evaluations is to encourage professional improvement and to provide a basis for decisions on reappointment, tenure and promotions. Preferably once each semester, but at least once each year, each CLT shall have an evaluation conference with the chairperson or supervisor designated by the appropriate Dean or President. At the conference, the CLT’s total performance and professional progress shall be reviewed and discussed. If there are issues with your performance/progress, the chairperson or designated supervisor must provide guidance as to how to improve your professional performance. Also, the CLT has the right to raise any issue he or she thinks is pertinent at the evaluation conference.

A written record of the evaluation discussion shall be prepared by the chairperson or designated supervisor for placement in the employee’s personnel file. The report must include items raised by the employee and reflect the discussion that occurred. A
copy must be given to the employee within 10 working days of the conference.³ The report should be given to you to read and initial and then placed in your personal personnel file. Initialing the report does not indicate your approval, only that you have seen it. Take careful note of the evaluator’s suggestions. You should be in a position at the next conference to show that any deficiencies have been corrected.

5. **Personnel Files**

The college or unit must maintain two files comprising the personnel files for each employee. One is the *personal* file and the other is the *administrative* file.

The *personal* file may contain:

- Personnel information
- Information relating to the employee’s academic and professional accomplishments
- Records generated by the college or unit
- Memoranda of discussions with the employee relating to evaluations of the employee’s professional performance

A CLT has the contractual right to ask that documents be placed in the file related to his or her academic or professional performance. Submit your document to the individual at your college responsible for maintaining the files.

No materials shall be placed in the *personal* file by management until the employee has been given the opportunity to read the contents and to attach any comments he or she may desire. Each document placed in the file shall be initialed and dated by the employee as evidence of his/her having read the document. Initialing does not constitute approval of the contents of the document. If a CLT refuses to initial a document after having been given the opportunity to read it, a statement to that effect shall be attached to the document before it is placed in the file.

³ Contract: 18.3b

⁴ Contract: Article 19
Your personal file should be available for examination at your request. It is suggested that CLTs examine their personal file every year to verify its accuracy. If you find any document that has been placed in the file without your prior knowledge, do not initial it. Contact a CLT grievance counselor at the PSC for advice on how to proceed.

The administrative file shall contain only materials requested by the college or department in connection with the employee’s employment, promotion or tenure and shall only be available to individuals or committees responsible for review and recommendation of the employee for appointment, reappointment, promotion or tenure.

6. Tenure

The CLT title series is a tenure-bearing line with a “tenure clock” (the untenured period) of five years. Reappointment with tenure will occur after five full years of continuous service. CLTs who are appointed for a sixth full year, shall have tenure effective on the first day of September following their reappointment for the sixth full year.

Untenured CLTs have four years to prepare the portfolio they wish to present for tenure. Expectations vary from discipline to discipline, and from college to college. The best way to prepare is to start early and be in close contact with your department chairperson. From the semester you arrive at CUNY, start keeping your own file of professional material: any time you publish something, give a conference paper, produce a syllabus or receive a commendation from a student, add it to your file. Having material on hand will help enormously when you begin preparing your tenure materials.

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5 Bylaws: Sections 6.2, 6.3
7. **Promotion**\(^6\)

The CLT title series is a promotional title series with percentage goals for increased promotional opportunities defined in Article 22 of the contract. All CLTs seeking promotion to Senior or Chief CLT must submit a written notification of intent to apply for promotion to the department chairperson. Written notification can take the form of an email or a letter.

A promotion to a higher title is based on the needs of the department, and is not granted simply for excellent performance. The college must first approve a newly developed or greatly expanded job description before a position at the higher rank can be established; then a candidate can be considered for promotion into the position. The new position must meet CUNY’s standard for the title sought. The Code of Practice does not deem longevity and seniority as sufficient reasons for promotion or appointment to a higher title.

CLTs who have applied for promotion and are denied may exercise their right to appeal the decision through the college’s appeal process. If the college appeal process does not end in an appeal to the President, CLTs have the right to appeal directly to the President under Article 9.10 of the contract. If your appeal is denied by the President, under Article 9.10 of the contract, you have within ten (10) calendar days the right to request a reasons letter for the denial of the appeal. Once you receive the reasons letter from the college President, contact a CLT grievance counselor at the PSC for advice on how to proceed.

\(^6\) Contract: Article 22; Bylaws: Section 9.6
SALARY AND RELATED

8. Salary Schedules

For full-time and adjunct CLT titles, salary schedules are in Article 24 of the contract and on the PSC website at www.psc-cuny.org/our-contracts/article-24-salary-schedules.

9. Movement within Salary Schedule 7

For full-time CLTs, movement from one schedule step to the next higher step of the same schedule shall take place on the January 1 of each succeeding year following completion of at least ten (10) full months of service.

The last two steps on the salary schedule are an exception to the preceding paragraph. The penultimate step on the salary schedule is known as the “five-year step.” CLTs shall be eligible to receive the “five-year” step not later than upon completion of five years of service at the preceding step, known as the “last one year step.” Following the “five-year step” in the salary schedule is the “seven-year step.” CLTs shall be eligible to receive the “seven-year step” not later than upon completion of two years of service at the five year step.

For adjunct CLTs, movement from one schedule step to the next higher step of the same schedule shall take place on the July 1 following completion of six semesters of employment as an adjunct CLT at CUNY over each three-year period, including summers.

It is an Adjunct CLT’s responsibility to notify the Human Resources Office at each college where they are employed regarding their CUNY-wide work history to make sure that they are on the right salary step. You may request from the Human Resources Office an “employment verification letter,” which will includes dates of hire and salary information.

7 Contract: Article 24.2
The college has the contractual obligation to notify you of your title and hourly rate of pay in your appointment letter. If you believe that your hourly rate of pay is incorrect, you must notify your college’s Human Resources Office in writing within 30 calendar days of the first day of the semester to receive a retroactive pay adjustment for the semester. Keep a copy of all communications! It is a good idea to periodically check your records for accuracy.

10. Salary Differentials for CLTs with Advanced Degrees

Effective March 19, 2010, all full-time CLTs, Senior CLTs and Chief CLTs who hold a master’s degree from an accredited university in a field related to their job duties shall receive a $1,000 annual salary differential. All full-time CLTs, Senior CLTs and Chief CLTs who hold a doctoral degree from an accredited university in a field related to their job duties shall receive a $2,500 annual salary differential. The differential becomes a permanent part of the CLT’s base salary as long as he or she remains in a full-time title in the CLT series.  

Eligible CLTs shall contact their college Human Resources Office to request the salary degree differential and provide the necessary documentation.

11. HEO-CLT Professional Development Fund

Full-time CLTs who have worked at CUNY for at least six months and adjunct CLTs who are working at least 10 hours per week (and have worked 10 or more hours per week for four consecutive semesters immediately preceding the semester in which application is made, not including summers) are eligible to apply for a professional development grant of up to $3,000. Applications are screened by a committee of HEOs and CLTs appointed by the PSC. The decisions of the committee are final.

All activities should be directly related to development of skills and resources necessary to complete the professional duties of an applicant’s position at CUNY. Such activities include: conferences, conventions, seminars, training, workshops, 

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8 Contract: Article 24.8
9 Contract: Article 33.5 and Appendix C
course fees, tuition, research projects and field studies, books required for related professional development activities, and professional organization dues. (See also p. 31 for information on Tuition Waivers at CUNY.)

TIME AND LEAVE

12. Timesheets

As an employer, CUNY has the right to track the work time of its employees. In recent years, CUNY has changed their time-sheet practices at many colleges and will institute a uniform, electronic timekeeping system CUNY-wide in the next few years. The union is in ongoing discussions with CUNY to ensure that electronic timekeeping practices are consistent with the contract and other agreements.

CLTs required to submit timesheets shall report the actual hours worked. Whenever possible, changes in your work schedule should be approved by your supervisor in advance.

Supervisors are required to sign the timesheet attesting that the hours were worked, whether or not the time was authorized. Supervisors may refuse to sign the CLT’s timesheet if the supervisor believes that the time recorded is not an accurate reflection of the time the employee actually worked.

If you have submitted a timesheet and believe there is an error in your paycheck or non-payment for hours worked, contact a CLT grievance counselor at the PSC for advice.

13. Meal Periods\textsuperscript{10}

You are entitled to a minimum of a 30-minute meal break, in accord with NYS Labor Law. CUNY requires that you take and record on your timesheets a daily one-hour meal break.

\textsuperscript{10} NYS Labor Law Section §162
14. Work Schedule

Full-time CLTs are required to work a 35-hour week as assigned. Management has the right to assign your work schedule, but you have certain contractual rights:

- The work week is to be scheduled in not more than 5 days in any week totaling 35 hours, i.e., you cannot be scheduled for 35 hours over six days.\(^{11}\)

- The hours you are scheduled to work in any one day must be consecutive. For example, 9:00 AM to 1:00 PM and 5:00 PM to 8:00 PM (“split” schedule) is not permissible.\(^{12}\)

- CLTs may be scheduled to cover evening courses as part of their regular schedule, for example 2:00 PM to 10:00 PM with 1 hour for a dinner break, except those appointed prior to September 1, 1973, whose original schedule did not include an evening assignment.\(^{13}\)

- You can be assigned weekly work schedules that vary, but your contractual workweek is 35 hours. If you are required to work extra hours some days, the total hours for the week should not exceed 35. Time worked over 35 hours per week should be compensated as overtime, not compensatory time. (See p. 21.)

- If your regular work schedule is changed, management is required first to consult with you and the PSC. For example, if you are assigned to evening classes, but have a prior commitment on Tuesday evenings, every effort must be made to accommodate your obligations.\(^{14}\)

- If you are assigned to a non-air-conditioned work area, you may leave one hour earlier than scheduled, from the Monday following commencement through August 29. A work area is considered non-air-conditioned when the normal air-conditioning is not functioning.\(^{15}\) If the area temperature exceeds 85°F, that area is considered non-air-conditioned.\(^{16}\)

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\(^{11}\) Contract: Article 15.4-b  
\(^{12}\) Contract: Article 15.4-d  
\(^{13}\) Letter of Agreement, 1977  
\(^{14}\) Arbitration Decisions: Levy, Taylor  
\(^{15}\) Contract: Article 15.4b  
\(^{16}\) Board of Trustees Directive, 1979
15. Contractual Overtime

Where a CLT works over 35 hours a week, they are entitled to one of the following:

- **Multiple position**: A Multiple position is a regular weekly assignment in a semester to a different job than the CLT's regular full-time assignment. Where this occurs, the CLT is entitled to up to a maximum of six (6) hours per week for a non-teaching assignment and up to three (3) hours per week for a teaching assignment, payable at the appropriate adjunct non-teaching or adjunct teaching rate. No multiple position may be assigned during the CLT's normal working hours.

- **Contractual Overtime**: Where a CLT is assigned to work more than 35 hours in a week or is assigned special sessions, (evening or summer evening assignment beyond their normal assignment) they are entitled to be paid at the adjunct CLT rate contained in Article 24 of the contract for all hours over 35.

- **FLSA Overtime**: Where a CLT is assigned to work more than 40 hours in a week, they are entitled to be compensated in accordance with their FLSA exemption status.

16. Fair Labor Standards Act (FLSA) Overtime

CLT series titles may be considered Non-exempt or Exempt for the purposes of overtime under the Fair Labor Standards Act (FLSA). You should check with Human Resources to determine your FLSA status.

*Non-exempt* status means that you are entitled to be paid at time and one-half for every hour actually worked over 40 hours in a week. You continue to be eligible for the contractual overtime at the adjunct CLT rate for all hours worked between 35 and 40 hours a week.

*Exempt* status means that you are not entitled to FLSA overtime pay, but you are still entitled to contractual overtime at the adjunct CLT rate for all hours worked above 35 hours.
17. Annual Leave

CLTs hired prior to January 1, 1988 are entitled to twenty-five (25) workdays of annual leave per year.

CLTs hired after January 1, 1988 accrue annual leave during the first year of service of fifteen (15) days. During the second year of service through the eleventh year of service or more, the accrual rate is 15 days plus one additional day for each year of service to a maximum of twenty-five (25) days per year.

CLTs, in most cases, can accumulate up to 45 days of annual leave. There may be individual exceptions, which should be clarified by consulting with a CLT grievance counselor. Annual leave is scheduled jointly by the department and the CLT.17

Your supervisor has the right to deny your request for annual leave or to ask you to change the dates depending on the needs of the department.

18. Paid Holidays

Effective July 1, 1998, there are ten (10) regular holidays with pay. If a holiday falls on a Saturday or Sunday which is not a regular work day, it shall be observed on the Friday before or Monday following, as designated by the college or by the University or, at the option of the University, may be designated as an unscheduled holiday, to be taken following the holiday for which it is substituted but prior to the end of the annual leave year, with the prior approval of the employee's supervisor.18

19. Unscheduled Holidays

In addition to the ten contractual paid holidays during the year, every September 1 you receive four unscheduled holidays. All unscheduled holidays should be used by

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17 Contract: Article 14.9-a1
18 Contract: Article 14.7
the following August 31, otherwise they are lost. The use of unscheduled holidays must be requested, in the same way annual leave is requested in advance.  

20. Jury Duty

Employees who are called to serve as jurors receive their regular salary provided they furnish to Human Resources a copy of the summons to serve and remit an amount equal to the compensation they receive.  

21. Bereavement Leave

Full-time employees receive up to four (4) days of bereavement leave for the death of an immediate family member.  

22. Military Leave

Military leave is provided to CLTs who are recalled from the reserves to active military service with the ability to maintain employment and receive certain benefits.  

23. Sabbatical Leave

Full-time tenured CLTs are entitled to apply for sabbatical leaves (Fellowship Awards) on the same basis as teaching instructional staff. Such leaves are granted for purposes such as study, writing, research, and the carrying out of a creative project or public service of reasonable duration.

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19 Contract: Article 14.7
20 Contract: Article 17
21 Contract: Article 14.8 Changed pursuant to 2010-17 MOA
22 Board of Trustees Resolution: Military Leave, 2015
23 Bylaws: Section 13.3b; Contract: Article 25.3
24. Sick Leave

Full-time CLTs earn 20 calendar days per year sick leave (“temporary disability leave”), which accrues monthly. You may accumulate up to 160 days of sick leave.  

- If you are sick, you must notify your chairperson as soon as possible, explaining the nature of your absence and your estimated date of return. If you have pre-scheduled medical appointments, be courteous and tell your supervisor beforehand.

- You are entitled to use up to 3 accrued sick leave days per year for the care of an ill family member, consistent with applicable rules and procedures.

- If you are out more than 5 consecutive days, you may be required, upon your return, to provide a medical note from your physician to substantiate your illness.

- If you are out more than 30 consecutive days, you are required to provide medical documentation from your physician explaining the nature of your illness and certifying that you are capable of returning to work.

Adjunct CLTs, including full-time CLTs on multiple position assignments, are entitled to leave for illness, religious observance, death in the immediate family or other personal emergencies with pay for up to 1/15 of the total number of hours assigned in a semester. Requests for leaves should be made in advance, where possible, in writing to the department chairperson or supervisor. The reason must be satisfactory to the chairperson or supervisor.

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24 Contract: Article 16.2  
25 Contract: Article 16.3-e  
26 Bylaws: Section 13.1a  
27 Contract: Article 16.3-f  
28 Contract: Article 14.9 Changed pursuant to 2010-17 MOA
25. Leave for Breast and Prostate Cancer Screening, and Blood Donations

CLTs are entitled to take up to four 4 hours of paid leave annually to obtain breast screening or prostrate screening, provided that the screening is performed during regular work hours. The four hours includes travel time.

CLTs are eligible to take at least one unpaid leave period of three hours per calendar year during their regular work schedule for off-premises blood donation. CLTs taking leave for on-premises or employer-designated blood donation shall be permitted to do so at least twice in any calendar year, and, in addition, all such employees must be allowed sufficient paid leave time to donate blood and to recover, including taking nourishment after donating, and to return to work.

26. Family Medical Leave Act (FMLA)

FMLA is a federal law that provides unpaid leave to protect a CLT’s job for up to 12 weeks while the CLT takes time to recover from a serious illness, care for an ailing family member or care for a new child, even if the CLT does not have 12 weeks of paid sick leave. To be eligible for FMLA, CLTs must have worked at least 1,250 hours during the 12-month period preceding the requested commencement of the leave. Note that CUNY charges an employee’s FMLA (unpaid) leave balance at the same time that paid sick leave is charged.

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29 CUNY Policy, Leave for Breast and Prostate Cancer Screening and for Blood Donation, 2013
30 NYS Civil Service Law Section §159B
31 NYS Civil Service Law Section §159C
32 NYS Labor Law Section 202-j
33 CUNY Policy: Family Medical Leave Act Policy, 2016
27. Dedicated Sick Leave Program

Full-time employees may donate leave to full-time colleagues who have exhausted their sick leave balances due to illness or physical incapacity. To receive this leave, an employee has to have been employed full-time at CUNY for at least two (2) years and have an illness or injury requiring an absence of at least 30 continuous work days. CLTs with fewer than five years of service at CUNY may only donate annual leave. CLTs with five years or more at CUNY may donate up to ten (10) sick days per year. Annual leave is credited to a recipient as a full day; sick leave is credited to a recipient as a half day. 34

28. Catastrophic Sick Leave Bank (CSLB)

Unlike the dedicated sick leave program, the catastrophic sick leave bank is a pool of sick leave and annual leave voluntarily donated by full-time colleagues for any eligible full-time employee who is also a donor to the bank. Donors must contribute at least one (1) sick or annual leave day per year to the bank, and eligible employees may receive up to ninety (90) days in one program year. Enrollment is once a year, and it usually begins on October 1. 35

29. Paid Parental Leave

Full-time CLTs with at least one year of service are eligible for up to 8 weeks of paid parental leave upon the birth or adoption of a child. For a child’s birth mother, the period of paid leave begins immediately after the end of any approved temporary disability leave related to childbirth. Paid parental leave can also be used prior to birth, if medically necessary, or prior to the estimated date of an adoption, if needed to fulfill an adoption’s legal requirements, such as foreign travel. CLTs must provide notice at least 90 calendar days prior to the date of the birth or adoption. 36

34 CUNY Policy: Dedicated Sick Leave Program, 2013
36 Agreement: Paid Parental Leave, 2009
30. Child Care Leave

An unpaid child care leave may be granted to care for a newborn for up to one semester. In special circumstances, approval may be granted by the college’s President for an extension of up to no more than one year.  

31. Special Leave

CLTs are eligible for special leave for personal emergencies of not more than ten working days with pay at the discretion of the college President. 

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37 Contract: Article 16.8
38 Bylaws: Section 13.3a
BENEFITS & WELLNESS

The benefits managed through CUNY’s Office of Human Resources Management include health, welfare, retirement, and other programs. To obtain a summary of the benefits available to you, as well as to research your benefit plan in more detail, visit the University Benefits Office website www2.cuny.edu/about/administration/offices/hr/benefits/.

Should you have any questions, contact your Campus Benefits Officer www2.cuny.edu/about/administration/offices/hr/benefits/campus-benefits-contacts/.

32. Health

Through collective bargaining, the City of New York and the Municipal Unions have cooperated in choosing health plans and designing the benefits for the City’s Health Benefits Program. These benefits are intended to provide full-time CLTs and their eligible dependents with the fullest possible protection that can be purchased with available funding. The Office of Labor Relations (OLR) website and the NYC Health Benefits Program Summary Program Descriptions (SPD) provide you with information about your benefits under the New York City Health Benefits Program. For information about health insurance benefits available to adjunct CLTs, visit the PSC website at www.psc-cuny.org/benefits/part-timer-health-benefits and the University Benefits Office website at www2.cuny.edu/about/administration/offices/hr/benefits/

33. Supplemental Health Benefits (Welfare Fund Program)

The PSC-CUNY Welfare Fund provides supplemental health benefits through contributions to the Fund from the City University of New York. Most supplemental health benefits are fully funded by the PSC-CUNY Welfare Fund. These benefits are in addition to the basic health insurance provided by NYC and may vary from one participant to another, depending on the basic health insurance options chosen by the participants.

39 Contract: Article 26
Full-time CLTs and their dependents have the following benefits without having to pay a premium: dental, prescription drugs, vision, basic disability, extended medical for those with GHI, and hearing aids. Optional benefits are also available for extended disability, but you must enroll and pay a premium.

Adjunct CLTs who receive individual health insurance are also eligible for benefits offered by the Welfare Fund (excluding disability), for themselves, not for dependents.


34. Pension Benefits

Retirement income is as much a part of your compensation from CUNY as your salary or benefits – and like the other aspects of your compensation, it is fought for and protected by the union.

New York State law mandates participation in a retirement system for full-time CLTs. You have 30 days from the date of initial appointment at CUNY to choose a retirement program, and the choice is irrevocable. Full-time CLTs can choose between the New York City Teachers’ Retirement System (TRS) and the Optional Retirement Program (ORP). If you do not make a choice within 30 days, the law mandates that you be assigned to TRS. The choice between TRS and ORP is about choosing a defined benefit plan or a defined contribution plan.

TRS is a defined benefit plan. Benefits are based on age, final average salary, years of employment and other factors.

ORP is a defined contribution plan. Benefits are based on the amounts contributed by the employer and employee and the earnings of the employee’s choice of investments. Those who elect the Optional Retirement Program must choose investment options through either Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF) or through the alternate investment

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40 Contract: Article 27
vehicles offered by Guardian or MetLife. More information may be obtained from your college HR Office.

**Adjunct CLTs** are eligible to join the NYC Teachers’ Retirement System (TRS) from their first semester at CUNY. Get application forms from your campus Human Resources Office or the TRS website.

### 35. Tax-Deferred Annuity (TDA) 403(b) Plans

Both TRS and TIAA-CREF offer voluntary, tax-deferred retirement savings plans in addition to pension, to allow full-time CLTs to put aside a portion of earnings from each paycheck toward retirement before income tax deductions are computed.

**Adjunct CLTs** are eligible to join the NYC Teachers’ Retirement System (TRS) and Tax-Deferred Annuity programs from their first semester at CUNY. Obtain an application form from your campus Human Resources Office or the TRS website.

### 36. New York State Deferred Compensation 457(b) Plan

The 457(b) plan is a voluntary retirement savings plan offered by the NYS and CUNY to allow CLTs to put aside money from each paycheck toward retirement.

### 37. Flexible Spending Accounts (FSA) Program

The City of New York offers full-time CLTs a Flexible Spending Account (FSA) Program, which is allowable under Internal Revenue Code (IRC) Section 125. The program allows CLTs to deposit a portion of their pre-tax income into accounts maintained for certain health and dependent care expenses. You must submit documentation of those expenses to receive payment from your account. Obtain more information from your campus Human Resources Office.
38. Transit Benefit

You can reduce the taxes withheld from your paycheck by setting aside a limited amount of your pre-tax monthly pay for commutation expenses (public transit, sometimes parking) thereby reducing your taxable earnings. More information about CUNY’s Expanded Commuter Benefits Program is at www2.cuny.edu/about/administration/offices/hr/benefits/transit-benefit/ and your campus Human Resources Office.

39. Tuition Fee Waiver

Full-time CLTs with at least one year of service are eligible for a waiver of tuition fees for undergraduate credit-bearing courses offered by CUNY during the fall and spring semesters in accordance with the procedures for the waiver of undergraduate tuition fees for other groups of employees. Full-time CLTs are eligible to enroll for up to six credits during the fall and spring semesters at the graduate level on a space-available, no cost basis. 41

40. Affiliate Benefits

The PSC and its affiliated organizations have arranged for a wide variety of special economic benefits for CLTs. Supplemental benefits are available from:

- PSC: http://psc-cuny.org/benefits/psc
- NYSUT: http://psc-cuny.org/benefits/nysut
- AFT: http://psc-cuny.org/benefits/aft

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41 Contract: Article 29
RETIREMENT

41. Phased Retirement

Not every CLT at or over retirement age wants to stop working. Full-time CLTs who are at least 65 years of age, are members of the Optional Retirement Program (primarily TIAA-CREF), and make an irrevocable commitment to retire at the end of the phasing period, are eligible for phased retirement. During the phasing period, you work 80% of your schedule and receive 80% of your salary and full health insurance, for either 6 months or one year.\(^\text{42}\)

42. Travia

Full-time CLTs who have met the service requirements to retire, are at least 55 years of age, and who announce to the college an intention to retire are eligible for Travia leave before retirement based on accumulated sick leave, which can be used after all annual leave is taken or paid out.\(^\text{43}\)

The maximum number of sick days a full time CLT can accumulate is 160 days. The maximum amount of Travia leave you can have is 80 days, which equals one semester for retirement purposes. If you have less than 160 days of sick leave, you are still entitled to Travia leave equal to one-half of the days accrued in your sick leave bank.

Forms are available at your human resources office to apply for Travia leave. You have to fill out your portion and then have it signed by your supervisor or the chairperson of your department. Travia leave is a right, not a privilege. Supervisors do not approve Travia leave; they sign off to indicate that they are aware that you will be taking your Travia leave.

One of the most interesting aspects of Travia leave is the “right to return.” The law states: “a retirement leave of absence shall be cancelled when a member on such leave files an application for reinstatement to active service.” However, the law also

\(^{42}\) Agreement: Phased Retirement Program, 2013

\(^{43}\) New York State Education Law: §3107, bylaws: Section 13.2 and Contract: Article 16.4
states that such a member forfeits their right to future retirement leaves. In other words, you get only one Travia leave in your CUNY career. When you exercise your right to return, you will have used all your sick leave as well. You will begin to re-accumulate sick leave, but if you become ill, and you do not have enough sick leave in your bank to cover your absences, advancing paid sick leave to you will be at the college’s discretion.


43. Retirement Health Benefits.

Full-time CLTs are eligible to receive NYC retiree health insurance if they meet certain age and years-of-service criteria. 44


For retired CLTs, health insurance plans are summarized by the University Benefits Office and The NYC Office of Labor Relations (OLR).

The University Benefits Office website is www2.cuny.edu/about/administration/offices/hr/benefits/.

The OLR website www1.nyc.gov/site/olr/health/healthhome.page is where retired CLTs may obtain the health benefits application, enrollment instructions and plan comparisons. Retirees can also get information by calling the New York City Health Benefits Plan, Retirees’ Inquiries Line at 212-513-0470.

For information on and enrollment for supplemental benefits (basic benefits, optional benefits and eligibility) for retirees, go to the PSC-CUNY Welfare Fund website at www.psccunywf.org.

44 Contract: Article 27
RIGHTS UNDER THE LAW

44. Right to Union Representation

Also called the Public Employees Fair Employment Act, the New York Taylor Law provides all public-sector workers in New York State with the basic right to union representation and collective bargaining. It also provides for the structure and legal framework for collective bargaining, the rights of union members and the rights of employers. If CUNY unilaterally changes any aspects of your negotiated terms and conditions of employment, that may constitute a violation of your rights under the Taylor Law. In such an event, the union may file an improper practice charge against CUNY with the Public Employee Relations Board (PERB).

45. Weingarten Rights

In 1975, the U.S. Supreme Court ruled, in the Weingarten decision, that an employee is entitled to have a union representative present during any interview which may result in his or her discipline. It is up to you to insist on union representation. If you fail to do so, you may waive your rights. In 2007, Governor Spitzer signed legislation codifying "Weingarten" rights for public-sector employees in NYS.

If you are called into a meeting with management that could lead to discipline, termination, or other potential disciplinary action, you have the right to have union representation. You may assert this right before or during any meeting with a management representative such as a department chairperson, dean, affirmative action officer, or labor designee by reciting your Weingarten Rights:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative or steward be present at this meeting. If this discussion could lead to my being disciplined and you deny my request for representation, I choose not to answer any questions."

At that point, the management representative must delay or reschedule the meeting until a union representative is available, deny the request and end the meeting, or give
you an opportunity to have the meeting without a union representative or end the meeting.

If allegations have been made against you and you have been requested by management to attend an investigative meeting, you should request written notification of the investigation that includes notification of all relevant policies and the nature of the complaint. You should also assert your Weingarten rights and contact the CLT grievance counselor at the PSC.

46. Workplace Health & Safety

You have the right to be trained in hazards on your job, to know what chemicals you are working with and to access records concerning your health. You have the right to seek a safe and healthful workplace without fear of retaliation from your employer. This includes complaining to your employer, your union, or the appropriate government agency. More information about workplace health and safety is available from the New York Committee on Occupational Safety and Health (NYCOSH) website at www.nycosh.org.

The health and safety rights of CUNY employees and other public-sector workers are protected by Article 39 of the contract and by the Public Employee Safety and Health Bureau (PESH). The health and safety rights of Research Foundation employees and other private-sector workers are protected by the Occupational Safety and Health Administration (OSHA).

Contact your chapter chair and the PSC health and safety watchdogs (hswatchdogs@pscmail.org, 212-354-1252 Environmental Health and Safety) if you have any concerns about health and safety issues. If you want to file a PESH or OSHA complaint, they can help you do that as well.

47. Civil Rights Laws

The Civil Rights Act of 1965 prohibits workplace discrimination on the basis of race, color, religion, sex or national origin. This law and other civil rights statutes are enforced by the Equal Employment Opportunity Commission (EEOC).
Article 8 of the contract extends non-discrimination to all members in the bargaining unit equally.

48. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) was passed in 1990. It prohibits discrimination against people with disabilities in areas of employment, public services, public and private transportation, public accommodations and telecommunications services. Qualified individuals who, with or without a reasonable accommodation, can perform the essential functions of a job cannot be subject to discrimination. “Reasonable accommodation” means making modifications or adjustments to a job application process or work environment that make it readily accessible and usable to people with disabilities. Examples would be modifying schedules, buying new equipment, altering a worksite, etc. An employer does not have to provide accommodation if doing so would impose an undue hardship on the employer’s operation. The act protects more than 49 million Americans with physical and mental impairments. The workplace discrimination provisions of the ADA are enforced through the Equal Employment Opportunity Commission (EEOC).
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This handbook is in memory of Alan Roy Pearlman for his wisdom, dedication and loyalty to the CLT Chapter of the PSC.
Dec 28, 1949 - Mar 29, 2017

Opeiu #153
Where CLTs can be found

- Academic Affairs
- Academic Computer Center
- Academic Literacy
- Academic Programs
- Accelerated College English Remedial
- Accounting
- Administration
- Adult Learning Center
- Allied Health Sciences
- Animal Facilities
- Anthropology
- Architectural Technology
- Art
- Asian Studies
- Astronomy
- Athletics
- Audio Visual Services
- Audiology
- Basic Educational Skills
- Behavioral Sciences
- Biochemistry
- Biology
- Biological Sciences
- Biomedical Education
- Biomedical Engineering
- Biomedical Laboratory Technology
- Business
- Campus Learning Center
- Career and Technical Education
- Career Development
- Chemical Engineering
- Chemistry
- Cinema
- Civil Engineering
- Classical Studies
- Clinical Nursing
- Collaborative Programs
- Communication
- Communication Design
- Computer Applications
- Computer Engineering Technology
- Computer Science
- Computer Systems Technology
- Conservatory of Music
- Construction Technology
- Continuing Education
- Converging Technology
- Costume Tech
- Creative Arts
- Dance
- Dean’s Office
- Dental Hygiene
- Dentistry
- Design
- Disabled Student Services
- Drafting
- Drama
- Earth
- Earth Atmospheric Science
- Earth Science
- Economics
- Education
- Electrical Engineering
- Electrical Technology
- Engineering
- Engineering Science
- English
- Entertainment Technology
- Environmental Control Technology
- Environmental Science
- Evening Studies
- Exercise Science
- Facilities
- Family
- Film
- Finance
- Fine Arts
- Foreign Language
- Foreign Literature
- Geography
- Geology
- Glass-Blowing
- Graduate Studies
- Health
- Health Nutrition Sciences
- Health Professions
- Health Sciences
- Hearing
- Hearing Science
- Hematology
- High School Education
- Histology
- Hospitality
- Hospitality Management
- Humanities
- Hunter College HS
- Immersion Program
- Information Science
- Information Technology
- Instructional Computing
- Journalism
- Language
- Language Acquisition
- Language Arts
- Language Immersion Program
- Law
- Library
- Linguistics
- Literature
- Lithography
- Marine Biology
- Mathematics
- Mechanical Engineering
- Mechanical Technology
- Media
- Media Arts
- Medical Imaging
- Medical Technology
- Microscopy
- Microbiology
- Middle School Education
- Modern Language
- Music
- Mycology
- Natural Sciences
- New Community College Academics
- Nursing
- Nutrition
- Occupational Therapy
- Oceanography
- Organic Chemistry
- Oriental Studies
- Paralegal Studies
- Performing Arts
- Phlebotomy
- Photography
- Physical Education
- Physical Sciences
- Physics
- Psychology
- Radio
- Radiologic Technology
- Reading
- Recreation
- Research
- Restorative Dentistry
- Scenery
- School of Biomedical Ed
- School of Health Sciences
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- Sculpture
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