

Reminded to be's

SETTLEMENT AGREEMENT

Professional Staff Congress

- and -

The City University of New York

Re: Select Faculty Committee Issues

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The undersigned parties agree as follows:

1. The Professional Staff Congress/CUNY ("PSC") hereby withdraws with prejudice the following two grievances: (a) the grievance filed to arbitration on or about January 13, 2006, AAA Case No. 13 390 00130 06, relating to "Improper Constitution of Select Faculty Committee"; and (b) the grievance filed to arbitration on or about April 21, 2006, AAA Case No. 13 390 00987 06, relating to "Failure and refusal to remove President's Reasons letters from Select Faculty Committee files prior to sealing of the file."

2. The PSC agrees to withdraw with prejudice any other outstanding actions, appeals, complaints, proceedings, grievances or arbitrations pending in any court, administrative agency, or other forum or tribunal and further agrees not to initiate any action, appeal, complaint, proceeding, grievance, or arbitration, in any court, administrative agency, or other forum or tribunal, against The City University of New York or any of their officers, employees, or agents, regarding the subject matter of the grievances set forth in paragraph 1 above.

3. The City University of New York agrees that if, during the process of forming a Select Faculty Committee pursuant to Section 20.5(c)(1) of the parties' collective bargaining agreement ("CBA"), it becomes necessary to reconstitute a

committee because one or more members decline to serve, the University will not resubmit to the PSC the name of a nominee previously rejected by the PSC for service on that particular Select Faculty Committee.

4. Unless an arbitrator's decision in an individual grievance directs to the contrary, the following rules will apply: A President's Letter of Reasons, provided pursuant to Sections 9.9 and 9.10 of the CBA, shall be included in the materials made available to the Select Faculty Committee pursuant to Section 20.5(c)(1) of the CBA. In addition, a response or rebuttal to a President's Letter of Reasons ("rebuttal") shall be included in the materials made available to the Select Faculty Committee, provided that (a) such rebuttal is submitted by an employee for inclusion in his/her personal personnel file prior to the effective date of the employee's separation from employment (if any), except in cases where the President's Letter of Reasons relates to a decision denying a promotion, in which case the rebuttal must be submitted by the employee within 60 days of the employee's receipt of the President's Letter of Reasons; (b) the rebuttal addresses the issues raised in the President's Letter of Reasons and is based upon documents which existed as of the date of the President's Letter of Reasons. It is agreed that neither the pendency of a grievance, nor subsequent employment by CUNY of a former full-time employee, extends the time within which the employee can submit a rebuttal to the President's Letter of Reasons relating to the personnel action at issue.

5. If any dispute arises regarding whether the criteria set forth in Section 4(b) of this Agreement have been met, the Executive Director of the PSC/CUNY and the Senior Director of University Labor Relations of CUNY shall confer in an attempt to solve the issue. Should the issue not be resolved in this manner, the issue shall be submitted to the arbitrator who issued the award remanding the personnel action at issue.

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to a Select Faculty Committee (or, if the matter was sent to a Select Faculty Committee by a settlement agreement or a Step 1 or Step 2 decision, to an arbitrator from the Article 20 panel assigned by the American Arbitration Association). There will be no hearing before the arbitrator. The arbitrator shall receive only the following documents: a copy of the President's Letter of Reasons, a copy of the rebuttal, a copy of this Settlement Agreement, and statements of the parties not to exceed two single-spaced pages. The parties will submit to the arbitrator the following question: "Is the rebuttal limited to the issues raised in the President's Letter of Reasons, and is it based only upon documents which existed as of the date of the President's Letter of Reasons?" The arbitrator's authority is limited to deciding whether the rebuttal will be placed in the file to be submitted to the Select Faculty Committee.

6. This Settlement Agreement shall be binding only upon its execution by all of the parties listed below and shall be effective on the last date listed below. The Settlement Agreement shall apply to all Select Faculty Committees constituted after the effective date of this Agreement, and to Select Faculty Committees that have already been constituted but for which the files have not yet been sealed for submission thereto. This Settlement Agreement shall not provide any basis to challenge any decision made by any Select Faculty Committee prior to the effective date of this Agreement, or any Select Faculty Committee that has received sealed files but which has yet to render a decision

prior to the effective date of this Agreement.

John Z. Bell 10/5/06
For the Professional Staff Date
Congress/CUNY

Mark Holm 10-10-06
For The City University of New York Date
Office of Faculty and Staff Relations

Katherine Raymond 10-12-06
For The City University of York Date
Office of the General Counsel and
Vice Chancellor for Legal Affairs