The City University of New York

Office of the Vice Chancellor for Faculty and Staff Relations
535 East 80 Street, New York, N.Y. 10021
646/674-9553

SETTLEMENT AGREEMENT

The Professional Staff Congress/CUNY

--and--

The City University of New York

The undersigned parties agree as follows:

1. The Professional Staff Congress/CUNY ("PSC") hereby withdraws with prejudice the Step Two grievance filed on or about October 19, 2000, regarding the alleged improper interpretation and misapplication of the Full-time Workload Settlement Agreement provision as it related to management of the workload over a three-year period.

2. The three-year period referred to in paragraph "2" of the Workload Settlement Agreement shall begin in the academic year that a faculty member's teaching contact hour workload deviates from that specified in the Workload Settlement Agreement and shall include the following two academic years. A new three-year period would begin when there was again a deviation from the hours specified in the Workload Settlement Agreement, following the expiration of the prior three-year period.

3. Nothing in this Settlement Agreement forecloses either party from asserting any demands in connection with the Workload Settlement Agreement during bargaining for the successor agreement to the 1996-2000 collective bargaining agreement.

4. This Settlement Agreement constitutes the entire agreement entered into by the parties, and it cannot be supplemented, amended, or modified in any manner, except in a writing signed by both of the parties to this Settlement Agreement.

5. This Settlement Agreement shall be binding only upon its execution by both of the parties listed below.

[Signatures]

For the Professional Staff Congress/CUNY
Date: 12/13/01

For The City University of New York
Date: 12/19/01

TOTAL P.04