

July 16, 2009

Barbara Bowen
President
Professional Staff Congress/CUNY
61 Broadway – Suite 1500
New York, NY 10006

Dear Dr. Bowen:

This letter will confirm the parties' agreement regarding various outstanding issues as enumerated below:

1. Notwithstanding any other agreement between the parties, effective August 26, 2009, newly-hired full-time teaching members of the faculty will begin their appointment and be paid their full-time salary beginning on the day after the end of the full-time teaching faculty annual leave period as calculated under Article 14.1 of the PSC/CUNY collective bargaining agreement. The parties recognize that this change in payroll practice has no effect on the faculty member's period for achieving tenure.
2. Effective August 26, 2009, a full-time teaching member of the faculty whose appointment begins at the start of the spring semester shall be on annual leave during July and August, during which period he/she shall be paid at 50% of his/her salary rate. This paragraph 2 does not apply to substitute instructional staff.
3. Effective August 26, 2009, a full-time teaching member of the faculty who is on an unpaid leave of absence for one semester of the academic year shall be on annual leave during July and August, during which period he/she shall be paid at 50% of his/her salary rate.
4. Effective August 26, 2009, a full-time teaching member of the faculty who resigns as of the end of the fall semester and a full-time substitute teaching member of the faculty who will not be employed full-time by The City University of New York in the spring semester will be on annual leave for one month immediately following the end of the fall semester, rather than during the following month of August.
5. Effective with the Fall 2009 semester, to calculate the compensation of a teaching adjunct instructional staff member assigned to teach an entire course during a fall or spring semester, each college will use the same contact-hour multiplier for the last (*i.e.*, exam) week of the semester as it uses for the other weeks of instruction during the semester.

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6. Effective with the Fall 2009 semester, the Professional Staff Congress/CUNY ("PSC") hereby waives the provisions of Article 15.2 of the 2007-2010 PSC/CUNY collective bargaining agreement, and any successor agreement, as follows:

Up to 100 non-teaching adjunct hours per semester as a University Reader of ACT (or their successor) exams at University Scoring Centers located at the colleges of The City University of New York will not be counted towards the adjunct's workload in either the fall or the spring semester pursuant to the workload limitations for part-time members of the instructional staff set forth in Article 15.2 of the PSC/CUNY collective bargaining agreement.

No additional review/approval process pursuant to Article 15.2 of the PSC/CUNY collective bargaining agreement for service as a University Reader of ACT (or their successor) exams for up to 100 non-teaching adjunct hours per semester will be necessary.

Up to 150 non-teaching adjunct hours per semester as a Borough Chief Reader of ACT (or their successor) exams will not be counted towards the Borough Chief Reader's adjunct workload in either the fall or the spring semester pursuant to the workload limitations for part-time members of the instructional staff set forth in Article 15.2 of the PSC/CUNY collective bargaining agreement.

No additional review/approval process pursuant to Article 15.2 of the PSC/CUNY collective bargaining agreement for service as a Borough Chief Reader of ACT (or their successor) exams for up to 150 non-teaching adjunct hours per semester will be necessary.

7. Effective October 20, 2009, the salary range for the title Research Associate will be from \$44,849 to \$116,364. There will be no salary adjustments solely as a result of this realignment.

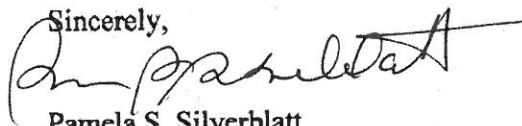
The terms of this letter, with the exception of paragraphs 5 and 7, will sunset on July 31, 2011, unless the parties agree to continue them. The parties will meet and confer regarding the terms of this letter prior to July 31, 2011 to determine how to proceed prospectively.

PSC hereby agrees to withdraw with prejudice any outstanding actions, appeals, proceedings, claims, complaints, grievances, or arbitrations pending in any court, administrative agency, or other forum or tribunal, and further agrees not to initiate any action, appeal, proceeding, claim, complaint, 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 matters covered in this Agreement, except as necessary to enforce the terms of this Agreement.

This 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 all of the parties to this Agreement.

Please indicate your agreement to these terms by signing and dating below.

Sincerely,



Pamela S. Silverblatt
Vice Chancellor for Labor Relations

AGREED:

Barbara Brown 7/14/09
Professional Staff Congress/CUNY Date