

**Agreement Between  
The City University of New York and  
the Professional Staff Congress/CUNY**

**November 1, 2002 – September 19, 2007**



**Agreement Between The City University of New York  
and the Professional Staff Congress/CUNY**

**November 1, 2002 – September 19, 2007**

**ARTICLE 13**

**APPOINTMENTS AND REAPPOINTMENTS IN THE HIGHER EDUCATION OFFICER (HEO) SERIES**

13.1 The normal appointment year for employees in the HEO series shall be July 1 through June 30.

13.2 An employee serving in a multiple-year appointment as of July 1, 1988 pursuant to the provisions of Article 13, sections 13.2 and 13.3, of the 1984-87 Agreement and the 1982-84 Agreement shall continue to serve until the expiration of that appointment. Further reappointments, if granted, shall be subject to Sections 13.7, 13.8, or 13.9 below, as appropriate. Appointments made under Section 13.3b of the 1982-84 and 1984-87 Agreements shall continue in effect.

13.3 Employees Hired Effective September 1, 1987 or Later Who Continue to Serve in the Same HEO Series Title

Employees hired effective September 1, 1987 or later who continue to serve in the same title in the Higher Education Officer series shall be subject to the following appointment and reappointment schedule:

a. Terms of appointment and reappointment

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

b. Upon recommendation of the President and approval of the Board of Trustees, an employee who is granted a subsequent reappointment shall receive a Certificate of Continual Administrative Service. Such employee shall not be subject to annual or multiple-year reappointments.

13.4 Employees Serving in the Higher Education Aide Title

a. Effective January 1, 1988, no new appointments shall be made to the title Higher Education Aide (HE Aide). Effective January 1, 1993 employees in the title HE Aide shall have their titles converted to Assistant to Higher Education Officer and shall be placed on the Assistant to Higher Education Officer I salary schedule on the step equal to their current salary, or, if there is no equal salary step, then on the next higher salary step of the Assistant to HEO I salary schedule, except that employees converted from the HE Aide title who possess or thereafter attain all of the qualifications set forth in the Bylaws of The City University of New York for the position of Assistant to Higher Education Officer shall be placed on the salary step equal to their current salary, or, if there is no equal salary step, then on the next higher step of the Assistant to HEO schedule.

b. The schedule of reappointment for all employees whose titles are converted from HE Aide to the Assistant to HEO title shall be in accordance with Section 13.7 below.

### 13.5 Employees Serving in a Title in the Registrar Series

- a. Effective January 1, 1988, no new appointments will be made to titles in the Registrar series, and no promotions will be made to titles in the Registrar series after January 1, 1988. An employee who has tenure in a Registrar series title shall maintain his or her title and status during satisfactory service while continuing to perform job duties consistent with the Registrar series title held. An employee in the Registrar series accruing time toward tenure shall maintain his or her title and status, subject to the regular reappointment processes and satisfactory service, while continuing to perform job duties consistent with the Registrar series title held.

Appointment to a higher-level position with increased duties and greater responsibility shall be made to a Higher Education Officer series title. In the event the employee appointed to a HEO series title has tenure in a Registrar series title, the employee shall be placed on leave of absence from the Registrar series title. A tenured member of the Registrar series who accepts, on or after January 1, 1988, a HEO series title at a college other than the college at which he or she was awarded tenure shall retain his or her tenure in the college in which it was awarded until the effective date of the second reappointment in the HEO series title, at which time the tenure shall transfer to the new college.

- b. The first full-year appointment of a tenured member of the Registrar series to a HEO series title shall be for a one-year period, and the first and second reappointments shall each be for a one-year period. A subsequent reappointment, if granted, shall be in accordance with Section 13.3b above.
- c. The schedule of appointment and reappointment for non-tenured members of the Registrar series appointed to titles in the HEO series shall be in accordance with Section 13.8 below.

13.6 Any interruption of paid service, following a determination by the college that the demands of service permit such interruption, other than a child care leave, for any employee in a Higher Education Officer series title, of more than 60 calendar days during a period when an appointment is in effect shall break service, and the appointment effective as of the next July 1, if recommended, shall be deemed to be the employee's first appointment under section 13.3a, provided however, that:

- a) if the interruption of paid service occurs during the first year of a multiple year appointment, the second year of the multiple year appointment shall be deemed to be the employee's first appointment under Section 13.3a; and
- b) if the interruption of paid service occurs during the reappointment period in which the employee would normally be considered for a 13.3b appointment, then prior service shall be bridged if the duration of the interruption of paid services does not exceed six months. A full one year appointment following the return from the interruption of paid service, if granted, shall be required for consideration for a 13.3b appointment, and a subsequent reappointment, if granted, shall be in accordance with Section 13.3b above.

### 13.7 Employees Serving Prior to June 30, 1988 in a Single Title

Effective July 1, 1988, employees with at least one full year of continuous full-time service in a single title in the HEO series shall be subject to the following reappointment schedule upon the expiration of their current appointments:

Reappointment Periods Upon Expiration  
of Current Appointment in Effect on  
September 1, 1987  
(To be Read Across)

Total Full Years of Service at Expiration of Appointment in Effect on September 1, 1987	First Reappt	Second Reappt	Third Reappt	Fourth Reappt	Fifth Reappt	Sixth Reappt
One Year	1	1	1	2	2	13.3b
Two Years	1	1	2	2	13.3b	
Three Years	1	2	2	13.3b		
Four Years	2	2	13.3b			
Five Years	1	2	13.3b			
Six Years	1	1	13.3b			
Seven Years	1	13.3b				
Eight or more Years	13.3b					

13.8 Employees Appointed to a Higher Title in the HEO Series on or after September 1, 1987

When an employee with at least one full year of continuous full-time service in a HEO, Business Manager, or Registrar series title is appointed to a higher HEO series title on or after September 1, 1987, the appointment and reappointment schedules, effective with the first full year appointment, shall be as follows:

Reappointment Periods  
in New Titles  
(To be Read Across)

Total Full Years of Service in HEO, Bus. Mgr., or Registrar Series Titles	First Full Yr Appt	First Reappt	Second Reappt	Third Reappt	Fourth Reappt	Fifth Reappt
One Year	1	1	1	2	2	13.3b
Two Years	1	1	2	2	13.3b	
Three Years	1	2	2	13.3b		
Four Years	1	1	2	13.3b		
Five Years	1	2	13.3b			
Six Years	1	1	13.3b			
Seven Years	1	13.3b				
Eight or more Years	1	13.3b				

13.9 Employees Appointed to a Higher Title prior to September 1, 1987

Effective with the appointment or reappointment beginning July 1, 1988, employees with continuous full-time service in the HEO or Business Manager series who were appointed to a higher title prior to September 1, 1987 and have served for at least one full year in the higher title shall have the following reappointment schedule applied upon the expiration of their current appointments:

Reappointment Periods Upon Expiration  
of Current Appointment  
(To be Read Across)

Total Full Years of Service Upon Expiration of Current Appt.	First Reappt	Second Reappt	Third Reappt	Fourth Reappt	Fifth Reappt	Sixth Reappt
One Year	1	1	1	2	2	13.3b
Two Years	1	1	2	2	13.3b	
Three Years	1	2	2	13.3b		
Four Years	2	2	13.3b			
Five Years	1	2	13.3b			
Six Years	1	1	13.3b			
Seven Years	1	13.3b				
Eight or more Years	13.3b					

Other Provisions

13.10 When an employee in a HEO series title serving in a multiple-year appointment or in an appointment with a Certificate of Continual Administrative Service is appointed to a higher title, only a substitute may be employed in the lower title and function during the full-year appointment and one full-year reappointment, if any, in the higher title. In the event the employee appointed to the higher title does not receive a reappointment in the higher title he/she shall be permitted to return to the lower title with either Certificate of Continual Administrative Service status, if applicable, or for the remaining period, if any, of the multiple-year appointment in the lower title. An employee with a Certificate of Continual Administrative Service, who after serving one full year in the higher title is reappointed in that title shall have a Certificate of Continual Administrative Service in the higher title.

13.11 During the period of service in the first appointment, first reappointment, second reappointment, and third reappointment in each title in the HEO series, the provisions of Sections 9.9, 9.10, and 9.11 of the Agreement shall not apply to employees covered by this Article. If, however, an employee has been appointed to a higher title in the HEO series (or in the Business Manager series prior to January 1, 1988), and has served continuously for a total of four or more full years in these titles, the provisions of Articles 9.9, 9.10, and 9.11 shall be applicable to the employee.

For purposes of Section 13.11, continuous service in the Registrar title series, immediately preceding appointment to a HEO series title, shall be treated as if it were service in a HEO series title, except as follows:

- 1) if the person has achieved tenure, the provisions of Sections 9.9, 9.10, and 9.11 shall not apply during the first appointment and first reappointment in the HEO series title; or
- 2) if the person is untenured and has served continuously for a total of four or more full years, the provisions of Sections 9.9, 9.10, and 9.11 shall not apply during the first appointment in the HEO series title.

13.12.a. An employee with a Certificate of Continual Administrative Service may be terminated after three consecutive unsatisfactory annual evaluations in three successive fiscal years (July 1-June 30) or after three consecutive annual evaluations in three successive years in which institutional factors specified in such evaluations indicate abolition of the function performed by the individual should occur.

Annual evaluations for HEO series personnel shall state whether the evaluation is satisfactory or unsatisfactory.

b. When a decision to terminate an employee is made under Section 13.12.a., the President or his/her designee shall advise the candidate in writing that his/her employment shall be terminated 120 calendar days from the date of such communication.

13.13 Notice of non-reappointment shall be given on or before April 1 in respect of the first and second reappointments, except in the case of persons who assume the duties of the position on October 1 or later in which case the notice of non-reappointment date shall be May 1. For all subsequent reappointments, employees shall be given notice of non-reappointment on or before March 1.

13.14 Partial year appointments may be made in the following circumstances:

- (a) when an initial appointment is made after July 1 for a year ending June 30, or,
- (b) when an employee announces a bona fide intention to retire and meets applicable conditions contained in Section 3107 of the Education Law.

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 this article.

13.15 Except as provided in 13.5, nothing contained in this article shall abrogate or diminish the University's right and authority to assign and/or reassign individuals in the HEO series or to discontinue employees consistent with Article 32.

## **ARTICLE 18**

### **PROFESSIONAL EVALUATION**

18.1 The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to encourage the improvement of individual professional performance and to provide a basis for decisions on reappointment, tenure and promotions. An evaluation of professional activities shall be based on total professional performance. Written evaluation shall be on file for all employees.

18.2 (a) Evaluation of a member of the teaching faculty shall be based on total academic performance, with special attention to teaching effectiveness, including, but not limited to, such elements as:

1. Classroom instruction and related activities;
2. Administrative assignments;
3. Research;<sup>1</sup>
4. Scholarly writing;
5. Departmental, college and university assignments;
6. Student guidance;
7. Course and curricula development;
8. Creative works in individual's discipline;
9. Public and professional activities in field of specialty.

(b) Teaching observation, as described below, is one factor in total evaluation of academic performance of the teaching staff.

---

<sup>1</sup> It is understood that Lecturers and teachers in the Hunter College Campus School shall not be required to have a research commitment

1. At least once during each academic semester, non-tenured and non-certificated members of the teaching staff shall be observed for a full classroom period. One observation shall take place during any scheduled class during the first ten weeks of a semester. The employee shall be given no less than 24 hours of prior notice of observation.

Tenured and certificated members of the teaching staff may be observed once each semester.

2. a) Each department P & B committee shall designate a panel, the size to be specified by the chairperson, of department observers (which shall include members of the P & B committee). The department chairperson shall schedule the members of this panel to conduct observations as necessary. Each observer shall submit, through the department chairperson, a written observation report to the department P & B committee within one week of the observation. These observation reports shall be considered by the committee in its total evaluation of the employee.
- b) The department chairperson shall schedule the post-observation conference for the employee within two weeks after receipt of the written observation report. The post-observation conference shall include the employee and the observer. Either a member of the P & B committee or a member of the department with the rank of tenured Associate Professor or tenured Professor may be assigned by the chairperson to attend the post-observation conference at the request of the employee or the observer.
- c) Following the post-observation conference, the assigned P & B representative or the assigned senior faculty member shall prepare a record of the discussion in memorandum form for submission to the chairperson. If the post-observation conference includes only the observer and the employee, then the observer shall prepare the record of the discussion in memorandum form. The original conference memorandum shall be placed in the employee's personal file. The employee may have a copy of this document provided a signed receipt is tendered. The observation report shall be placed in the personal file.
- d) In the event that the observation or post-observation conference is not held within the time stipulated herein, the employee shall, within ten (10) working days thereafter, file a request for an observation and/or conference with the chairperson. A copy of the request shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file the request within the stipulated time shall bar the employee from subsequent complaint regarding such non-compliance with Article 18.2(b), 2b) or c). Upon the receipt of the request, the college shall cause appropriate remedial action to be taken, including, if necessary, scheduling of an observation and/or observation conference by the dean or President or their designee.
- e) After ten (10) semesters of service teaching observation for adjunct personnel shall be held at the request of the chairperson or the adjunct.

### 18.3 Annual Evaluations:

(a) Members of the teaching faculty: At least once each year, each employee other than tenured full professors shall have an evaluation conference with the department chairperson or a member of the departmental P & B committee to be assigned by the chairperson. Tenured full professors may be evaluated. At the conference, the employee's total academic performance and professional progress for that year and cumulatively to date shall be reviewed. Following this conference, the chairperson or the assigned member of the P & B shall prepare a record of the discussion in memorandum form for inclusion in the employee's personal file. Within ten (10) working days after the conference, a copy of the memorandum shall be given to the employee. If the overall evaluation is unsatisfactory, the

memorandum shall so state. The employee in such case shall have the right to endorse on the memorandum a request to appear in person before the department P&B.

(b) Members of the non-teaching staff, including Librarians, CLTs, Counselors, Student Personnel Services staff, Registrar series, HEO series and other non-teaching members of the Instructional Staff covered by this Agreement: Preferably once each semester, but at least once each year, each employee shall have an evaluation conference with the chairperson or supervisor to be designated by the appropriate dean or President. At the conference, the employee's total performance and professional progress shall be reviewed. Following this conference, the designated official shall prepare a record of the evaluation discussion in memorandum form for inclusion in the employee's personal file. A copy of the report shall be given to the employee within ten (10) working days following the conference.

(c) After four (4) semesters of service annual evaluation for adjunct personnel shall be held at the request of the chairperson or the adjunct, provided, however, that if such evaluations are conducted at the request of the adjunct, such evaluations may not be conducted more than once every four semesters.

(d) In the event that a date for yearly evaluation is not scheduled by March 1, the employee shall, within ten (10) working days thereafter, file a request for an observation and/or conference with the chairperson or supervisor. A copy of the request shall be sent to the appropriate dean and the Office of the President. Failure of the employee to file the request shall bar the employee from subsequent complaint regarding such non-compliance with the above-stated scheduling requirement. Upon receipt of the request, the dean or President shall cause appropriate remedial action to be taken to insure compliance with this provision.

18.4 In those institutions that operate on a basis other than semester (such as trimester or quarter system) the observation and evaluation provisions of this Article, where applicable, shall apply only to two of the three trimesters or two of the four quarters.

18.5 In the Hunter College Campus Schools, the respective Principals of the Elementary School and High School may, in addition to the teaching observation set forth in Article 18.2(b), conduct unscheduled observations of members of the instructional staff. If, following the observation, the principal wishes to prepare a record of the unscheduled observation, he/she shall within ten (10) days, excluding Saturdays, Sundays, and legal holidays, from the date of the observation, conduct a post-observation conference with the employee. Following the post-observation conference, the principal shall within ten (10) days, excluding Saturdays, Sundays or legal holidays, prepare a record of the discussion in memorandum form for inclusion in the employee's personal personnel file.

## **ARTICLE 19**

### **PERSONNEL FILES**

19.1 Each unit within The City University shall maintain two personnel files for each employee.

19.2 There shall be a personal file which shall include but not be limited to the following:

- (a) Personnel information;
- (b) Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his or her request;
- (c) Records generated by the college;

- (d) Memoranda of discussions with the employee relating to evaluations of the employee's professional performance;
- (e) Observation reports of the employee's academic and professional performance.

No materials shall be placed in the employee's file until the employee has been given the opportunity to read the contents and attach any comments he or she may so desire. Each such document shall be initialed by the employee before being placed in his or her file as evidence of his or her having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document.

- (f) Each non-tenured and non-certificated full-time member of the instructional staff should examine and initial his/her personal file prior to the end of each academic year. Such member should promptly report to the individual keeping the files any documents which he/she wishes to be included in the file and should furnish any such document not in the possession of the college.

Each year, each tenured and certificated full-time member of the instructional staff should examine and initial his/her personal file prior to the end of the fall semester. Such member should promptly report to the individual keeping the files any documents which he/she wishes to be included in the file and should furnish any such document not in the possession of the college.

The employee's personal file shall be available for examination by the employee at his or her request.

19.3 There shall be a separate administration file which shall contain only such materials requested by the unit of The City University or supplied by the employee in connection with the employee's employment, promotion or tenure.

The administration file shall be available only to the committee and individuals responsible for the review and recommendation of the employee with respect to appointment, reappointment, promotion or tenure.

## **ARTICLE 21**

### **DISCIPLINARY ACTIONS**

21.1 Members of the Instructional Staff may be disciplined by removal, suspension with or without pay, or any lesser form of discipline for one or more of the following reasons, except that staff in HEO series titles shall be subject to discharge as provided in Article 21.9, and Adjuncts shall be subject to discharge as provided in Article 21.11:

- (a) Incompetent or inefficient service;
- (b) Neglect of duty;
- (c) Physical or mental incapacity;
- (d) Conduct unbecoming a member of the staff. This provision shall not be interpreted so as to constitute interference with academic freedom.

21.2 Disciplinary proceedings shall be initiated by the President of the college by the service of a written notice of intent to prefer charges upon the employee, which shall set forth:

- (a) the proposed charges against the employee, and
- (b) the proposed penalty.

21.3 Within seven (7) calendar days of service of the written notice of intent to prefer charges, a meeting shall be conducted by the President or his or her designee with the employee, who may be accompanied by an attorney or representative of the Professional Staff Congress, to discuss the notice, the proposed charges, the proposed penalty, and the basis of the charges.

21.4 Within fourteen (14) calendar days of the meeting described in Section 21.3, the President shall either:

- (a) Withdraw the notice of intent to prefer charges, or
- (b) Prefer charges, including a recommended penalty.

21.5 Within fourteen (14) calendar days of service of the President's written statement of charges and recommended penalty, the employee may:

- (a) Acquiesce to the charges and accept the recommended penalty by written notification to the President; or
- (b) Request a hearing before the Chancellor's Designee.

If no acquiescence to the charges and acceptance of the penalty is received and if no request for a hearing is made by the employee, the matter shall proceed in accordance with Section 21.6 below.

21.6 Within fourteen (14) calendar days of receipt of the President's statement of charges, unless the penalty has been accepted by the employee, the Chancellor's Designee shall schedule a hearing and within fourteen (14) calendar days of the hearing investigate the matter and render a decision including the determination of penalty.

21.7 The penalty recommended by the Chancellor's Designee shall be implemented after fourteen (14) calendar days, unless within fourteen (14) calendar days of the receipt of the decision of the Chancellor's Designee the employee elects to appeal by proceeding to disciplinary arbitration in accordance with Section 21.8 below.

#### 21.8 Disciplinary Arbitration

a) The City University and the PSC shall jointly agree on a panel of disciplinary arbitrators. Each member of the panel shall be assigned a number in rotation and, in the event of disciplinary arbitration, the first arbitrator in order who is available to conduct a hearing within ten (10) calendar days shall serve as the arbitrator.

b) The procedure for disciplinary arbitration is as follows:

- (1) Notice of appeal to disciplinary arbitration shall be filed by service upon the Vice Chancellor for Legal Affairs. A copy of the appeal shall be sent simultaneously to the College President.
- (2) The case shall be assigned to an arbitrator to be selected in accordance with Section 21.8 a above.
- (3) The disciplinary arbitrator shall hold a disciplinary arbitration hearing within ten (10) calendar days of designation, or on such other date as may be mutually agreed upon by the parties. The disciplinary arbitrator shall render a decision within five (5) calendar days of the close of the hearing. The arbitrator shall follow AAA procedures.

- (4) The disciplinary arbitrator shall be limited to determinations of guilt or innocence and the sufficiency of grounds for the penalty. The arbitrator shall not consider alleged violations of any other provision or article of this Agreement, or of the University Bylaws or written policies, which shall be subject, as applicable, only to the provisions of Article 20 of this Agreement. The disciplinary arbitrator shall not add to, subtract from, or modify the provisions of this Agreement. The disciplinary arbitrator's decision regarding guilt or innocence and the sufficiency of grounds for the penalty shall be final and binding upon the parties. The disciplinary arbitrator may approve or disapprove the penalty or impose other penalties warranted under the circumstances.

21.9 Employees in titles in the Higher Education Officer Series shall be subject to immediate discharge for just cause.

- (a) Disciplinary proceedings shall be initiated by the President of the college by service, personally or by certified mail, of a written Notice of Intent for Immediate Discharge upon the employee, which set forth:
  - (1) the charges against the employee, and
  - (2) the proposed penalty of immediate discharge.
- (b) Within three (3) days, exclusive of Saturdays, Sundays, and legal holidays, of service of the written notice of Intent for Immediate Discharge, a meeting shall be conducted by the President or his or her designee with the employee, who may be accompanied by an attorney or a representative of the Professional Staff Congress, to discuss the notice, the basis of the charge, and the proposed penalty.
- (c) If the employee fails to appear at the meeting, the President may issue a Notice of Immediate Discharge which shall be effective immediately.
- (d) Within twenty-four (24) hours of the meeting described in Section 21.9(b), the President shall either:
  - (1) Withdraw the Notice of Intent for Immediate Discharge;
  - (2) Issue a Notice of Immediate Discharge which shall be effective immediately; or
  - (3) Issue a Notice of Intent to Prefer Charges under Section 21.2 seeking a lesser penalty than dismissal.
- (e) Within fourteen (14) calendar days of service of the Notice of Immediate Discharge, the employee may appeal the immediate discharge to the Chancellor's Designee.
- (f) Within fourteen (14) calendar days of receipt of the appeal, the Chancellor's Designee shall schedule a hearing and within fourteen (14) calendar days of the hearing review the matter and render a decision sustaining, modifying, or overturning the immediate discharge.
- (g) Within fourteen calendar days of the receipt of the decision of the Chancellor's Designee, the employee may appeal by proceeding to disciplinary arbitration in accordance with Section 21.8.

21.10 Any person against whom charges have been made may, at any time during the pendency of the charges, be suspended by the president of the college. Such suspension shall be without loss of pay.

A person suspended with pay shall be available for all procedures mandated by Article 21. Upon suspension with pay, notwithstanding any other provision of this Agreement, any request to be absent from any aspect of these procedures must be approved in advance by the Vice Chancellor for Faculty and Staff Relations upon the recommendation of the President. Failure to be available for any Article 21 proceeding without said approval of a request to be absent for the period specified in the approval of the request shall result in loss of pay status for a period of three weeks. Such period of non-pay status shall be discontinued as of the date of the proceeding if a proceeding under this article is scheduled and held within that three-week period. If, however, the person continues to be unavailable, the person shall be subject to further removal from pay status for successive three-week periods until such time as the proceeding is scheduled and held. Said loss of pay status cannot be charged to annual leave, temporary disability leave, or other paid leave.

21.11 Adjuncts shall be subject to discharge for just cause, subject to the Grievance and Arbitration article and not to Article 21 of this Agreement.

21.12 The procedures provided by this Article 21 are modified and expedited as follows for disciplinary charges brought against instructional staff members who have been convicted of a felony:

- a) Disciplinary proceedings shall be initiated by the President of the College by preferment of charges, rather than service of a notice of intent to prefer charges upon the employee. Charges will be preferred via overnight mail. The recommended penalty will be discharge.
- b) Within three (3) calendar days of receipt of the President's statement of charges, unless the penalty has been accepted by the employee, notice of appeal to disciplinary arbitration shall be filed by service upon the Vice Chancellor for Legal Affairs. A copy shall be sent simultaneously to the College President.
- c) The case shall be assigned to an arbitrator to be selected in accordance with Section 21.8.a. These cases will be given priority for assignment.
- d) The disciplinary arbitrator shall hold a disciplinary arbitration hearing within ten (10) calendar days of designation. The disciplinary arbitrator shall render a decision within five (5) calendar days of the close of the hearing.
- e) Any person convicted of a felony against whom disciplinary charges have been made may, at any time during the pendency of the charges, be suspended without pay by the president of the college.
- f) Conviction of a felony shall create a presumption of conduct unbecoming a member of the staff. The employee may argue to the arbitrator that there were extenuating circumstances that would permit the arbitrator to conclude that a less severe penalty is warranted.
- g) Should a court of final jurisdiction overturn the conviction, there shall be a right to a hearing before an arbitrator upon application for restoration to service. The issue in the hearing will be whether grounds for discharge pursuant to Article 21.1 existed, notwithstanding the reversal of the conviction.
- h) The parties recognize that an employee may be convicted of a felony after charges have been preferred and that the disciplinary procedures in Article 21 may have commenced prior to the conviction. In such a case, the procedures outlined above will replace Article 21 procedures at the appropriate stage to which the charges had progressed immediately prior to the conviction.

21.13 A disciplinary proceeding brought pursuant to this article may be resolved by settlement only if agreed to in writing by the Office of Faculty and Staff Relations and by the PSC Central Office.