

COLLECTIVE BARGAINING AGREEMENT

THE NEW SCHOOL AND ACT-UAW LOCAL 7902

DECEMBER 24, 2022

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ARTICLE I - RECOGNITION

- A. Pursuant to the Certification of Representative, issued by the National Labor Relations Board in New School University and Academics Come Together/UAW (ACT-UAW), Case No. 2-RC-22697, the University hereby recognizes Academics Come Together, ACT-UAW, Local 7902 and the International Union, UAW, as the sole and exclusive collective bargaining representative of all part-time Faculty, part-time teaching staff and hourly Faculty, herein referred to as "Faculty" or "Faculty Members", employed by The New School.
- B. All others employed by the University, including full-time Faculty, core- Faculty, half-time Faculty with multi-year appointments, salaried Faculty, department chairs and associate chairs, program directors and part-time Faculty teaching in the Jazz and Contemporary Music Program shall be excluded from this Agreement.

ARTICLE II - BARGAINING UNIT INFORMATION

- A. The University will provide on August 1, December 1, and April 1, a list of all Faculty members who are scheduled to teach for the next semester. This list will include all currently available information: name, ID number, home address, home telephone number and e-mail address.

- B. On or before forty-five (45) days after the first day of classes each semester and summer, the University will provide an updated list of all Faculty members who are scheduled to teach. This list will include the data elements noted above and Faculty date of birth, gender, race, number of semesters of service, date of first appointment, term of appointment, title/status, course schedule(s), college(s), school(s), department(s)/program(s), building, room, meeting days, start time, end time, director(s)/chairs(s), hourly rates, credit hours and contact hours, and total compensation itemized for course(s) and other duties.

- C. The University also will provide to the Union an annual list of Faculty members participating in the University's health and dental benefits programs and the employer and Faculty contributions to the University's pension plan. All information will be provided electronically.

ARTICLE III - UNION SECURITY AND CHECKOFF

- A. It shall be a condition of employment that all Faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union. It also shall be a condition of employment that all Faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment become and remain members in good standing of the Union. The term "member(s) in good standing of the Union" shall be construed in accordance with federal labor law and the Union shall take appropriate steps to ensure compliance with the law.
- B. The University shall discharge any Faculty member covered by this Agreement within one (1) week after receipt of written notice from the Union that said individual is not a member in good standing of the Union as herein required.
- C. Payment of union dues and/or fees may be made via the checkoff procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by a Faculty member arising from deductions made by the University hereunder or from the enforcement of this Article. Once the deductions are remitted to the Union, their disposition shall be the sole and exclusive obligation of the Union.
- D. Each payday, the University shall deduct from a Faculty member's wages a sum of dues and/or

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fees owed the Union and authorized under the federal labor law, provided the Faculty member has furnished the University a written assignment executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll deduction and as to new Faculty, the University will include that form in his/her initial employment packet. The Union shall be responsible for obtaining executed written assignments from existing Faculty. The University shall remit the dues and/or fees to the Union or its duly authorized representatives not later than ten (10) working days after each payday. In the event no earnings or wages are due on the payday of any month, the University shall deduct from the first wages due thereafter the dues and/or fees so owed and remit the same to the Union within two (2) weeks from the time such deductions are made. Following receipt of any checkoff revocation, the University shall notify the Union, in writing, of the revocation. Should the University fail to make the above deduction notwithstanding its receipt of a valid written authorization, the University shall be liable to the Union for the amount thereof forty eight (48) hours after receipt of written notice by the Union of the amount due. This shall not constitute a waiver of the right of the University to collect or recover the monies directly from the Faculty member.

- E. The Union shall refund to the University, or to the Faculty member involved, any Union dues and/or fees erroneously deducted from any Faculty member's compensation by the University and remitted to the Union.

ARTICLE IV - V-CAP CHECKOFF

- A. During the life of this Agreement, the University agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form; provided further, however, that the University will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.
- B. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.
- B. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the University before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.
- B. Deductions shall be made, pursuant to the forms received by the University, from the employees' first union dues period in the first month following receipt of the checkoff authorization card and shall continue until the checkoff authorization is revoked in writing. The University agrees to remit said deductions promptly to UAW V-CAP, in care of: Bank One, Dept. 78232, Article 23 Voluntary Exchange, PO Box 78000, Detroit, MI 48278-0232.

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- B. The University further agrees to furnish UAW V-CAP with the name, address, Social Security number, and date of last authorization of those employees for whom deductions have been made. The University further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each such employee's deductions. This information shall be furnished along with each remittance electronically in a format conveniently available to the University's accounting system.

ARTICLE V - UNION ACCESS

The representatives of the Union shall have access to and shall be admitted to the University's places of business for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted.

ARTICLE VI - BULLETIN BOARDS AND POSTING

- A. The University shall furnish ACT-UAW, Local 7902 bulletin boards at appropriate locations in each academic building, including every faculty resource center throughout the campus, and shall permit representatives of the Union to post notices pertaining to legitimate and appropriate Union interests on the bulletin boards.

- B. The University's Human Resources website and any School Human Resources websites will feature the ACT-UAW insignia and have a prominent link to the ACT-UAW website.

- C. The University will make its best efforts to notify the Union if it makes significant additions or significant changes to information pertaining to rights, benefits, responsibilities, and privileges relevant to Faculty that appears on the University's human resources website.

ARTICLE VII - NON-DISCRIMINATION

- A. The University reconfirms its commitment to equal opportunity, affirmative action in employment and an environment free of discrimination and sexual and other discriminatory harassment as recognized under law and/or as stated in the applicable policies and procedures of the University that are in effect as of the effective date of this Agreement, reaffirms that it shall not discriminate against any Faculty member, in violation of law, on the basis of race, color, creed, national origin, religion, religious practices, sex (including pregnancy, childbirth, and breastfeeding) or gender (including gender identity and expression), sexual orientation, age, physical and mental disability, citizenship status, marital or partnership status, caregiver status, medical condition(s), genetic information, ethnic origin (including but not limited to speaking English as a second language), or veteran status, and affirms that it also shall not discriminate against any Faculty member, in violation of law, on the basis of gender identity, parental status or, except as otherwise limited in this Agreement, because of his/her/their political or union beliefs or activity.
- B. The Union reconfirms its commitment to equal opportunity, affirmative action in employment and an environment free of discrimination and sexual and other discriminatory harassment as recognized under law, and confirms that it shall not discriminate against any Faculty member, in violation of law, on the basis of race, color, creed, national origin, religion, religious practices, sex (including pregnancy, childbirth, and breastfeeding) or gender (including gender identity and expression), sexual orientation, age, physical and mental disability, citizenship status, marital or partnership status, parental status, caregiver status, medical condition(s), genetic information, ethnic origin (including but not limited to speaking English as a second language), or veteran status or, except as otherwise limited in this Agreement, because of his/her/their political or union beliefs or activity.

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- C. Both the University and the Union shall be bound, as well, by any applicable substantive and/or procedural change in law during the term of this Agreement; however, no class that is protected as of the date of this Agreement shall lose such protection due to a change in law.

- D. The University's Title IX Policy (University Policy on Harassment, Discrimination, Prohibited Relationships, Title IX and Non-Title IX Sexual Harassment and Misconduct) will be prominently posted.

- E. The Employer has established a Title IX Policy, which is included herein as if expressly written, and procedures for all employees, faculty and students in all divisions of the University for responding to claims of sexual harassment. Alleged incidents of Sexual Harassment shall be handled in accordance with the University's Title IX Policy. In the event that an employee is disciplined under the provisions of the University's Title IX Policy, the employee may file a grievance, challenging whether just cause existed for the discipline at Step Three of the Grievance Procedure and if unresolved at that Step, the Union may proceed to Arbitration.

- F. Any claimed violation of this Article that involves a Faculty member, either as a claimant or as the subject of a claim shall be governed by, and processed pursuant to the procedures of, the applicable policies and procedures of the University. Such a claim shall not be considered a "grievance" or "dispute" within the meaning of the Dispute/Grievance And Arbitration Procedure article of this Agreement, nor shall it be subject to that article's procedures except for what is explicitly permitted in Section E of this Article.

ARTICLE VIII - ACADEMIC FREEDOM

The University and the Union agree that academic freedom is essential to the fulfillment of the purposes of the University. University policies on Free Exchange of Ideas, adopted January 21, 1987, and Freedom of Artistic Expression, adopted October 4, 1989, attached hereto as Appendix A, shall be in effect for all faculty.

ARTICLE IX - FACULTY RIGHTS & RESPONSIBILITIES

- A. Faculty shall abide by the policies and procedures of the University and the School in which they are hired to teach.

- B. Faculty shall meet the educational goals and objectives for each class as set forth in the approved course description and syllabus as approved by the Dean or designee with appropriate faculty consultation. Faculty shall be notified in writing, including e-mail, as soon as reasonably practicable prior to the publishing of the course catalog online if the University changes the course description. In the event that there is an error in the published course description, upon review and confirmation of an error by the Dean, Program Director, or designee, the university will correct the error within ten (10) business days of notification from the Faculty member.

- C. Faculty shall have the following rights as it pertains to each course, including but not limited to the right to decide appropriate goals of the course, determine an appropriate syllabus, establish standards of behavior in the classroom, have access to appropriate space to meet and consult with students, determine the appropriate methods of evaluation of their students and assign grades where appropriate, select course materials, and plan off-site field trips or other course enhancements after appropriate consultation and department/program approval.

- D. As a courtesy, the university will make every attempt to provide a process for faculty to view any of their assigned instructional space in advance of the semester in which they are teaching to aid in preparation and planning. Access will be granted based on space availability and every effort will be made to accommodate viewing assigned instructional spaces in advance of the semester. However, nothing in this Section shall be construed as granting Faculty a right to such access each semester, as the University reserves the right to adjust space assignments as needed and based on operational needs.

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- E. The time, location, and/or modality, of each class may not be changed by Faculty without prior notification to and approval by the Dean, Program Director, or designee except as otherwise provided for in this agreement or the law. Similarly, a Faculty member shall notify and obtain approval from the Dean, Program Director, or designee before scheduling make-up sessions. The Dean, Program Director, or designee will respond in a timely manner to faculty requests for a change in time, location, or modality.
- F. In the event that a Faculty member is unable to conduct a class as scheduled (see Article XX Emergency Instance/Safe and Sick/Paid Family Leave), he/she/they shall notify his/her/their Chair, Program Director, or other appropriate supervisor as soon as possible and discuss all pertinent issues, including whether the class should be conducted as scheduled with a substitute or rescheduled and conducted by said Faculty member – such notification shall be called an “Absence Plan.” An “Absence Plan” may contain alternate methods of course delivery, including identifying an appropriate substitute from the part-time and full-time faculty to cover the regularly scheduled class during its regularly scheduled day/time; or scheduling a make-up session utilizing the make-up days set aside for each semester in the Academic Course Calendar.
- G. In some instances, it may be appropriate for a Faculty’s Absence Plan to propose an alternative modality of course delivery, or to propose scheduling a make-up day(s) outside of the official days in the Academic Course Calendar.
- H. All terms outlined in the Absence Plan are subject to approval by the Faculty’s academic chair, program director, or school/college dean.
- I. A current course syllabus or outline for each course shall be submitted to the Chair or other appropriate supervisor by the Faculty member, in accordance with University Guidelines for Syllabi, and within the School's deadlines. Faculty will receive optional syllabus templates and

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any information concerning required syllabus content or required policies to include in the course syllabus at least one (1) month before the semester begins.

- J. For each teaching assignment, Faculty shall provide a copy of the course syllabus via New School University email or via Canvas email, or current University online course site used at time of contract ratification, to each student at the first class. The Faculty shall also post the syllabus on Canvas or current University online course site used at time of contract ratification.
- K. Faculty shall verify class rosters and report any inaccuracies to the Dean, Academic Chair, Program Director or designee. Faculty shall also maintain records of student attendance for each class meeting, report students who are not attending to the designated person in the School, and upon written request, including email, shall submit attendance records to the Dean or designee.
- L. Faculty shall assign a grade to each student enrolled for credit or certificate status in accordance with the grading criteria outlined in the course syllabus or outline for each class, utilizing the University's grading definitions/criteria and submit them in accordance with University Registrar's grading policies, procedures and requirements. All grades shall be submitted by the deadline determined by the University Registrar.
- M. Faculty are required to abide by all copyright laws and University guidelines regarding copying and distribution of materials.
- N. Faculty shall have University email which they shall use regularly to communicate with students, administrators and other Faculty.
- O. Faculty members are required to use the online University Web service account ("ALVIN") to access student information and to submit grades.
- P. Newly hired Faculty are required to attend an Orientation Session prior to or during the first

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semester of employment, and to complete the University's online training programs, such as those on Sexual Harassment and FERPA (Family Educational Rights and Privacy Act). Twenty (20) minutes of the Orientation Session will be allotted to the Union to make a presentation to newly hired Faculty. The University shall provide the Union a list of Faculty who did and did not attend the Orientation Session within 10 working days following the session.

- Q. The University will include a prominent link to a UAW Local 7902 welcome letter in the appointment letter notification email.
- R. Faculty shall present a valid University ID card to gain access to buildings, facilities, libraries and other University services and equipment.
- S. Faculty are responsible for maintaining a current c.v. or resume in the office of the Dean or designee.
- T. Faculty shall remain current in their field.
- U. This Article endeavors to foster and does not limit Faculty rights to collegial participation of all faculty throughout the University. Moreover, the University recognizes the expertise and experience of the Faculty. The University shall make every reasonable effort to seek their input concerning academic matters.
- V. Each academic year, each department/program will hold four (4) paid meetings open to all Faculty teaching in the department/program. Faculty can raise any matter of general importance with department/program leadership at the department/program meeting, which may include matters related to curriculum. For attending such meetings, Faculty will be compensated for one hour per meeting at the “miscellaneous non-teaching rate”.
- W. To facilitate continuous collaboration between Faculty members who teach paired courses or

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co-taught courses, the University shall include a question regarding preferences for paired and co-taught courses in the annual solicitation of availability form from faculty. The University will consider these preferences but cannot guarantee pairings. The University will make its best efforts, but cannot guarantee, to maintain pairings over no less than three (3) semesters/sessions unless a Faculty member indicates otherwise. Seniority status and baseload obligations articulated in this Agreement take precedent in the assignment of paired or co-taught courses.

- X. The University shall make its best effort to include part-time faculty in instances in which a department/program or school webpage already contains a listing of full-time faculty teaching in the department/program or school.

ARTICLE X - MANAGEMENT RIGHTS

- A. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations and programs; to determine and modify the number, qualifications, scheduling, responsibilities and assignment of Faculty; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by the which the performance of Faculty is evaluated; to establish and require Faculty to observe University rules and regulations; to discipline or dismiss Faculty; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine all matters relating to Faculty hiring, reappointment, promotion, and retention; to determine all matters related to prospective and current student and alumni; to introduce new methods of instruction; or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.
- B. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University. The University will not exercise its management rights in an arbitrary or capricious manner. No action taken by the University with respect to a management right shall be subject to the grievance or arbitration procedure or a collateral suit unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE XI - LABOR MANAGEMENT COMMITTEE

- A. There shall be a Labor Management Committee which shall consider and make recommendations on matters of general importance to the Faculty including: curriculum, working conditions, health and safety and accessibility, class size, Faculty evaluation, training, faculty development initiatives, space and facilities and resources available to the Faculty. The Labor Management Committee will form a standing subcommittee on Affirmative Action matters. The standing members of the Labor Management Committee are: a senior representative of the Office of Employee and Labor Relations or designee, the Chief Human Resources Officer or designee, the Provost or designee, and designated representatives of the Union to be selected for each meeting.
- B. The Committee shall have the right to meet at least four (4) times in a semester/session. Additional meetings may be held by mutual agreement. The Union and the University will suggest agenda items up to two (2) weeks prior to each meeting. The Union will select its representatives and the University will select the University representatives for each meeting. Resolutions or action items agreed to in LMC meetings shall be reduced to writing no later than 10 business days from the date of the meeting.
- C. The Union shall have the right to appoint two Faculty representatives to the University EISJ Committee.
- D. The Committee will address the appropriate inclusion and participation of Faculty on curriculum committees. The Provost or designee will meet with the Committee each semester for a dialogue regarding Faculty participation.
- E. The University will recommend that Faculty members who make complaints regarding affirmative action and diversity issues notify the Union of his/her/their complaints.
- F. The University will discuss with the Committee plans for new and existing facilities and will solicit concerns and suggestions to be considered during the planning process.

ARTICLE XII - NOTIFICATION OF FULL TIME POSITIONS

- A. An email notice will be sent to all Faculty at the beginning of the fall, spring and summer semesters/sessions reminding them that all full-time faculty vacant positions are posted on the university website. The URL will be included in the email.
- B. A Faculty member who applies for a full-time position and meets the advertised qualifications shall be interviewed for such position and shall have his or her application processed in accordance with the hiring procedures established for the position. The University will reply to such Faculty member's application with an acknowledgement of receipt. As part of the review of an application of a qualified Faculty member, the Faculty member's teaching experience at the University shall be considered.
- C. Each year, for the duration of this contract only, the University shall exercise its best efforts to provide up to three (3) full-time faculty, renewable term appointment (RTA) positions based on institutional need. The University shall consider applications for these renewable term, full-time positions exclusively from part-time faculty. The University's applicable search and hiring procedures for full-time faculty shall apply for such positions.
- D. Any claimed violation of Sections B and/or C of this Article shall not be considered a "grievance" or "dispute" within the meaning of Article XXVI, the Dispute/Grievance and Arbitration Procedure article of this Agreement, nor shall it be subject to that Article's procedures.

ARTICLE XIII - FACULTY APPOINTMENTS

This Article applies to all Faculty except in the cases of Mannes Faculty teaching private lessons, and vocal coaches any of whom were selected by students. Effective February 1, 2010, Faculty will obtain the following titles, contained in parentheses corresponding to the Categories of Appointment in the paragraph below. Faculty who teach exclusively at Mannes Prep will have the title of Part-Time Lecturer.

A. Categories of Appointments & Titles

1. Probationary (Part-Time Lecturer):

- a. Appointment is by semester/session;
- b. Length of probation is from first (1st) semester/session through fourth (4th) semester/session;
- c. No presumption of reappointment;
- d. No set course load; course load varies; No remedy for pre-appointment course load reduction;
- e. Fee for post-appointment course cancellation is 15% of wages per course if the course is not replaced in the same semester as the cancellation occurred; (except where a newly developed course is offered in cases where such course was proposed and developed by a Faculty member with the understanding that she/he/they will be assigned to teach that course, and the Faculty member is therefore protected from displacement by Faculty members with replacement rights for the first four semesters the course is offered and runs, fee is available if the course cancels for the first 4 semesters/sessions) and
- f. Severance is not applicable.

2. Post Probationary (Part-Time Lecturer):

- a. Appointment is annual;
- b. Length of post probation is from fifth (5th) semester/session through ninth (9th) semesters/sessions;

- c. No presumption of reappointment, except that a Faculty member who is teaching in his/her/their ninth (9th) semester will have a presumption of reaching Annual status in the tenth(10th) semester provided that there has not been an unsatisfactory evaluation in the ninth (9th) semester;
- d. No set course load; course load varies;
- e. No remedy for pre-appointment course load reduction;
- f. Fee for post-appointment course cancellation is 15% of wages per course if not replaced (except where a newly developed course is offered in cases where such course was proposed and developed by a Faculty member with the understanding that she/he/they will be assigned to teach that course, and the Faculty member is therefore protected from displacement by Faculty members with replacement rights for the first four semesters the course is offered and runs, fee is available if the course cancels for the first 4 semesters/sessions); and
- g. Severance is not applicable.

3. Annual (Part-Time Assistant Professor):

- a. Appointment is Annual.
- b. Length of service to qualify begins at the tenth (10th) semester/session.
- c. Presumption of reappointment if Faculty responds according to University timeline for notice of interest in teaching and preference in scheduling.
- d. Academic year (excluding summer) course base load is set and preserved based on the highest of last two years of the post-probationary period excluding private lesson, and vocal coaching; summer courses do not count for base load calculation except as provided for in subsections g. and j. below. The University will make its best effort to annualize Faculty at a two (2) course minimum.
- e. Prior to the fall 2010 semester, full semester/session non credit courses shall count toward base load, excluding private lessons, and vocal coaching, if a Faculty member had been assigned a mixed load of credit and full semester/session non-credit courses. Beginning fall 2010, course base load shall include full semester non-credit courses, excluding private lessons and vocal coaching. For those Faculty who attained Annual status prior to fall 2010, there shall be a two (2) year look back period for all non-credit courses that

previously had not been included in the Faculty member's base load. Non credit courses are defined as courses or workshops of any length not offered for academic credit.

- f. For Faculty who were eligible for an Annual appointment as of fall 2005, their initial look back for base load was set and preserved based on the highest out of the last three (3) years.
- g. Beginning in fall 2011, summer base load shall be established for Annual Faculty who have taught for-credit courses the previous two (2) summers. The base load shall be established with a look back of the two (2) previous summers and the base load of for-credit hours is set on the year in which the Faculty member worked the most hours.
- h. Effective Academic Year 2009-2010, base load shall be calculated based on contact hours (rather than credits). In 2010, the University paid a one-time payment to any Faculty members who, during the period from September 1, 2005 through August 31, 2009, had base loads set based on credits, who would have received a higher base load calculation based on hours. Those lump sum payments were equal to the net difference between any base load remedies actually paid and the base load remedy that would have been paid had the Faculty member's base load been based on contact hours.
- i. Base load will be maintained except when a course is not available as a result of a curricular change or insufficiency of enrollment.
- j. Faculty with at least twenty-four (24) semester/sessions of service as of fall 2005, referred to as Annual Grandparented Faculty (Part-Time Associate Teaching Professor), shall be entitled to pre-appointment course replacement within department/program/school/college based on length of service and can displace Multi-Year Faculty with less years of service. Course cancellation fees, paid academic leave, are the same as for Multi-Year Faculty. In the event of conflicts in scheduling of courses and/or replacement courses, seniority shall prevail.
- k. In the event of conflicts in scheduling of courses and/or replacement courses, seniority shall prevail. The University will make its best effort to schedule courses and/or replacement courses within Faculty availability communicated via Solicitation of Availability form.

- l. Private lessons, except in the case where a student has requested a specific member of the Faculty, shall be assigned to Faculty on the basis of seniority and discipline and shall be distributed evenly.
 - i. Faculty must confirm acceptance of a rolling seniority assignment within 14 calendar days of the date of receipt of notification. Not responding within the 14 day period shall be equivalent to a declination of the rolling seniority assignment.
 - ii. Faculty have the right to decline private lessons assignments made via rolling seniority and remain on the top of the rolling seniority list. After two consecutive declinations, the University has satisfied its obligation to the Faculty and the Faculty will move to the bottom of the seniority list.
 - iii. If a student assigned via rolling seniority requests to switch Faculty prior to their fourth lesson with the assigned Faculty, that originally assigned Faculty shall be moved back to the top of the rolling seniority list for a new assignment.
 - iv. The University will post and provide a rolling seniority list of Mannes Preparatory Faculty to the Union on or shortly before August 1st each academic year.
 - v. Faculty members shall receive assignments via rolling seniority for all disciplines in which they teach. When a Faculty member accepts an assignment via rolling seniority in one discipline, his/her/their position will remain unchanged on the list for the other discipline(s).
- m. In the event there is a curricular change or insufficient enrollment and an Annual Faculty member's course load is reduced below his/her/their base load, the University will proceed as set forth in Paragraph B, Pre-Appointment Replacement for Course Load Maintenance for Annual Appointee.
- n. Annual Faculty will be given every reasonable opportunity to teach new curriculum being implemented in their Programs/Departments/Schools/Divisions.
- o. Annual Faculty are presumed qualified to continue teaching within their areas of experience in any Program/Department/School/Division. The parties may consider, among other things, the faculty member's C.V. in connection with the assignment of courses.

- p. The University, consistent with its institutional values, is committed to the development of its Faculty members and to providing training when appropriate and access to development opportunities with the goal of faculty retention and professional support.
- i. When an Annual Faculty member is found to be ineligible to teach a new course in a program or department where he/she/they has previously taught, and not assigned to a course or courses for which she/he/they previously taught, and not assigned to a course or courses for which she/he/they would otherwise be eligible under the Agreement, the University will work with the Faculty member to identify additional training and learning that the Faculty member may engage in to become qualified to teach such course(s).
 - ii. Upon the request of the Faculty member, made within a reasonable amount of time, the program/department will suggest courses, lectures, conferences, workshops, and other courses of study and/or other training opportunities (hereinafter referred to as “Training”).
 - iii. In addition, the program/department will identify appropriate courses, if any, offered by the University as a means to achieve this goal. When such courses are identified, additional tuition waiver benefits, within reason, will be made available to Faculty members.
 - iv. In addition, the University will make reasonable efforts to continue to provide cost-effective training in support of curriculum or program development, where appropriate, similar to the training previously or currently offered at Parsons (as of March 2015) for major curriculum changes.
 - v. Nothing in this provision (Article XIII.A.3.p) shall be deemed as a waiver by the Union (or affected Faculty Members) of its right to claim that the University's determination that a Faculty Member is not qualified to teach a specific course, either before or after “Training” was completed, is in violation of the Agreement.
 - vi. The satisfactory completion of such "Training" will result in the Faculty Member being eligible to be assigned to teach

such course(s). Except in special circumstances, the Faculty Member will be deemed qualified and current to continue teaching such course(s) after successful completion of teaching such course(s) for two semesters followed by a satisfactory evaluation including effective teaching performance.

4. Multi-Year (Part-Time Associate Teaching Professor):

- a. Appointment is for six (6) consecutive years.
- b. Length of service to qualify begins at the fourteenth (14th) semester/session.
- c. Faculty who have taught exclusively non-credit courses are eligible for Multi-Year appointments commencing Fall 2010.
- d. Faculty must apply for the Multi-Year appointment and are eligible to do so when they are in their thirteenth (13th) semester/session of teaching or at any time thereafter.
- e. Faculty who apply for the Multi-Year appointment and demonstrate a standard of excellence through a Multi-Year Appointment Review will obtain a Multi-Year appointment.
- f. If the Faculty member does not qualify for the Multi-Year appointment, the Faculty member shall retain their Annual appointment. A Faculty member may reapply at any time in accordance with the Provost calendar.
- g. There is a presumption of reappointment if the Faculty member responds according to the University's timeline for notice of interest in teaching and preference in scheduling. However, if the review is not satisfactory, such reappointment to Multi-Year status will not be granted.
- h. In the event of conflicts in scheduling of courses and/or replacement courses, seniority shall prevail. The University will make its best effort to schedule courses and/or replacement courses within Faculty availability communicated via Solicitation of Availability form.
- i. Private lessons, except in the case where a student has requested a specific member of the Faculty, shall be assigned to Faculty on the basis of seniority and discipline and shall be distributed evenly.

- i. Faculty must confirm acceptance of a rolling seniority assignment within 14 calendar days of the date of receipt of notification. Not responding within the 14 day period shall be equivalent to a declination of the rolling seniority assignment.
- ii. Faculty have the right to decline private lessons assignments made via rolling seniority and remain on the top of the rolling seniority list. After two consecutive declinations, the University has satisfied its obligation to the Faculty and the Faculty will move to the bottom of the seniority list.
- iii. If a student assigned via rolling seniority requests to switch Faculty prior to their fourth lesson with the assigned Faculty, that originally assigned Faculty shall be moved back to the top of the rolling seniority list for a new assignment.
- iv. The University will post and provide a rolling seniority list to the Union on or shortly before August 1st each academic year.
- v. Faculty members shall receive assignments via rolling seniority for all disciplines in which they teach. When a Faculty member accepts an assignment via rolling seniority in one discipline, his/her/their position will remain unchanged on the list for the other discipline(s).
- j. Course base load shall be set and preserved based on the highest of the last three (3) years prior to application, but will not be set lower than Faculty base load at the time of application. Summer courses do not count for base load calculation except as provided for in subsection k. below.
- k. Summer base load will be established for Multi-Year faculty who have taught for-credit courses the previous two (2) summers beginning in Fall 2011. The base load will be established with a lookback of the two (2) previous summers and the base load of for-credit hours is set on the year in which the Faculty member worked the most hours.
- l. Prior to the fall 2010 semester, full semester/session non-credit courses, excluding private lesson, and vocal coaching, shall count toward base load if a Faculty member had been assigned a mixed load of credit and full semester/session non-credit courses. Beginning fall 2010, course base load shall include all full semester non-credit courses, excluding private lessons and vocal coaching. For those Faculty who attained Annual status prior to fall 2010, there shall be a two (2)

year look back period for all non-credit courses that previously had not been included in the Faculty member's base load. Non-credit courses are courses or workshops of any length not offered for academic credit.

- m. Effective Academic Year 2009-2010, base load shall be calculated based on contact hours (rather than credits). In 2010, the University paid a one-time payment to any Faculty members who, during the period from September 1, 2005 through August 31, 2009, had base loads set based on credits, who would have received a higher base load calculation based on hours. Those lump sum payments were equal to the net difference between any base load remedies actually paid and the base load remedy that would have been paid had the Faculty member's base load been based on contact hours.
- n. Base load will be maintained except when a course is not available as a result of a curricular change or insufficiency of enrollment.
- o. In the event there is a curricular change or insufficient enrollment and a Multi-Year Faculty member's course load is reduced below his/her/their base load, the University will proceed as set forth in Paragraph C, Pre-Appointment Replacement for Course Base Load Maintenance for Multi-year Appointee, below.
- p. Multi-Year Faculty will be given every reasonable opportunity to teach new curriculum being implemented in their Programs/Departments/Schools/Divisions.
- q. Multi-Year Faculty are presumed qualified to continue teaching within their areas of experience in any Program/Department/School/Division. The parties may consider, among other things, the Faculty member's C.V. in connection with the assignment of courses.
- r. The University, consistent with its institutional values, is committed to the development of its Faculty members and to providing training when appropriate and access to development opportunities with the goal of Faculty retention and professional support.
 - i. When a Multi-Year Faculty member is found to be ineligible to teach a new course in a program or department where he/she/they has previously taught, and not assigned to a course or courses for which she/he/they previously taught, and not assigned to a course or courses for which she/he/they would otherwise be eligible under the

Agreement, the University will work with the Faculty member to identify additional training and learning that the Faculty member may engage in to become qualified to teach such course(s).

- ii. Upon the request of the Faculty member, made within a reasonable amount of time, the program/department will suggest courses, lectures, conferences, workshops, and other courses of study and/or other training opportunities (hereinafter referred to as "Training").
- iii. In addition, the program/department will identify appropriate courses, if any, offered by the University as a means to achieve this goal. When such courses are identified, additional tuition waiver benefits, within reason, will be made available to Faculty members.
- iv. In addition, the University will make reasonable efforts to continue to provide cost-effective training in support of curriculum or program development, where appropriate, similar to the training previously or currently offered at Parsons (as of March 2015) for major curriculum changes.
- v. Nothing in this provision shall be deemed as a waiver by the Union (or affected Faculty members) of its right to claim that the University's determination that a Faculty member is not qualified to teach a specific course, either before or after "Training" was completed, is in violation of the Agreement.
- vi. The satisfactory completion of such "Training" will result in the Faculty Member being eligible to be assigned to teach such course(s). Except in special circumstances, the Faculty Member will be deemed qualified and current to continue teaching such course(s) after successful completion of teaching such course(s) for two semesters followed by a satisfactory evaluation including effective teaching performance.

B. Pre-Appointment Replacement for Course Base Load Maintenance for Annual Appointees

1. In order to maintain an Annual Faculty member's base load, those Faculty in a department/program who are qualified will displace probationary and post probationary faculty if no unassigned courses are available. If no replacement course is available from among these Faculty, senior Faculty in a department/program will displace the least senior Annual Faculty member in a department/program who has completed his/her/their post-probationary period.
 - a. An Annual appointee cannot displace a Multi-Year appointee with less seniority unless the Annual appointee is covered by the grandparenting provision (XIII.A.3.j above).
2. If no course is available in the department/program those Faculty in a school/college, where applicable, who are qualified, will displace probationary and post-probationary Faculty if no unassigned courses are available. If no replacement course is available from among these Faculty, senior Faculty in a school/college, where applicable, will displace the least senior Annual Faculty member who has completed his/her/their post probationary period.
 - a. The University will make its best effort to identify replacement courses that are equivalent in hours. Faculty shall have the right to refuse such replacement courses.
 - b. In the event that a replacement course cannot be found in the Fall or Spring semesters and a Faculty's program has equivalent replacement courses available in the Summer semester of the current academic year, the University may offer said Summer course to meet the Faculty's unmet Fall/Spring baseload. The Faculty may decline this course offer without penalty and opt to receive a base load reduction fee, if eligible. In this instance, Faculty cannot displace Faculty with Summer baseloads. Such a process shall not count toward setting a summer baseload if the Faculty applies and receives a Multi-Year appointment, which includes a separate lookback. Summer courses assigned via such a process will count towards setting a fall/spring baseload if the faculty

applies for and receives a Multi-year appointment, which includes a separate lookback.

3. Unmet Base Load Search Process:
 - a. In order for Faculty to participate in the process to meet base loads, the University will make available to all Faculty information regarding tentative assignments for the following academic year. To that end, by May 1 of each academic year, the University will make available to Faculty members:
 1. The course(s) to which the Faculty member is tentatively assigned in the following academic year;
 2. The unassigned available courses for the following academic year; and
 3. Contact information for the University representative(s) responsible for searching for courses to meet the Faculty members' respective base loads.
 - b. Upon the request of a Faculty member, the University representative(s) responsible for searching for courses to meet that Faculty member's base load will meet with the Faculty member to discuss the search, including department(s)/program(s) to be contacted and the name(s) of administrator(s) who shall be contacted.
 - c. The University shall notify Faculty in writing when the unmet base load search process has concluded.
 - d. If the Faculty member's base load is not met in the following academic year, upon a request from the Faculty member, the University will discuss with him/her/them the steps taken to meet that Faculty member's base load. While the University will make an effort to honor the tentative assignment, such assignments are subject to change prior to issuance of appointment letters for the following academic year.
4. If a Faculty member has proposed and developed a new course with the understanding that he/she/they will be assigned to teach that course, that Faculty member is protected from displacement by a Faculty member with greater replacement rights for the first four semesters the course is offered and runs.

- After four semesters, such Faculty member can be replaced by a Faculty member who has greater replacement rights.
5. If no replacement course is found in accordance with pre-appointment replacement rights, the Faculty member will receive a base load reduction fee, which is 30% of wages for the course, or 50% for Annual Grandparented Faculty. Remedies for base load reduction for Faculty whose base load is made up exclusively of non-credit courses shall be 75% of the equivalent base load reduction fees for Faculty with credit and mixed (credit and non credit) base loads.
 6. The University shall have a continuing obligation to make an effort to find a replacement course for a Faculty member still teaching at the University in accordance with pre-appointment replacement rights for up to fifteen (15) semesters/sessions but in no case more than five (5) academic years.
 7. In the event the Faculty member's base load is not restored within the fifteen (15) semesters/sessions but in no case more than five (5) academic years, the Faculty member may apply for a specific unassigned course. To that end, a Faculty member may request a list of unassigned available courses for the following academic year that will be made available to the Faculty member by May 1. If the Faculty member is qualified to teach said course, he/she/they will be assigned to it.
 8. The base load will be reset if the Faculty member's full base load is restored for a period of five (5) consecutive academic years.
 9. If the base load is reduced again after resetting, steps 1-4 above will apply.
 10. If a course cancels post-appointment and there is no replacement course, the Faculty member will receive a length of service credit for the semester/session and a fee of 30% of wages per course (except no fee is available for the first four semesters that a newly developed course is offered in cases where such course was proposed and developed by a Faculty member with the understanding that she/he/they will be assigned to teach that course).
 11. Remedies for base load reduction and course cancellation do not apply when the reduction or cancellation is due to severance or has been requested by the Faculty member. Severance shall cover both Faculty affected by the discontinuance of a program and those who do not have any courses assigned to

them because there are no equivalent or replacement courses. Severance shall consist of 50% of salary from the last year or 65% of the average of the last two years, or 50% of their baseload, whichever is greater, and recall rights for two (2) years.

C. Pre-Appointment Replacement for Course Base Load Maintenance for

Multi-year Appointees

1. In order to maintain a Multi-Year Faculty member's base load, those Faculty in a department/program who are qualified will displace probationary and post-probationary Faculty if no unassigned courses are available. If no replacement course is available from among these Faculty, senior Faculty in a department/program will displace the least senior Annual Faculty member in a department/program who has completed his/her/their post probationary period.
 - a. An Annual appointee cannot displace a Multi-Year appointee with less seniority unless the Annual appointee is covered by the grandparenting provision (XIII.A.3.j).
2. If no course is available in the department/program, those Faculty in a school/college, where applicable, who are qualified, will displace probationary and post-probationary Faculty if no unassigned courses are available. If no replacement course is available from among these Faculty, senior Annual Faculty in a school/college, where applicable, will displace the least senior Faculty member who has completed his/her/their probationary period.
 - a. The University will make its best effort to identify replacement courses that are equivalent in hours. Faculty shall have the right to refuse such replacement courses.
 - b. In the event that a replacement course cannot be found in the Fall or Spring semesters and a Faculty's program has equivalent replacement courses available in the Summer semester of the current academic year, the University may offer said Summer course to meet the Faculty's unmet Fall/Spring baseload. The Faculty may decline this course offer without penalty and opt to receive a base load reduction fee, if eligible. In this instance, Faculty cannot displace Faculty with Summer

baseloads. Such a process shall not count toward setting a summer baseload if the Faculty applies and receives a Multi-Year appointment, which includes a separate lookback. Summer courses assigned via such a process will count towards setting a fall/spring baseload if the faculty applies for and receives a Multi-year appointment, which includes a separate lookback.

3. Unmet Base Load Search Process:

- a. In order for Faculty to participate in the process to meet base loads, the University will make available to all Faculty information regarding tentative assignments for the following academic year. To that end, by May 1 of each academic year, the University will make available to Faculty members:
 1. The course(s) to which the Faculty member is tentatively assigned in the following academic year;
 2. The unassigned available courses for the following academic year; and
 3. Contact information for the University representative(s) responsible for searching for courses to meet the faculty members' respective base loads.
- b. Upon the request of a Faculty member, the University representative(s) responsible for searching for courses to meet that Faculty member's base load will meet with the Faculty member to discuss the search, including department(s)/program(s) to be contacted and the name(s) of administrator(s) who shall be contacted.
- c. The University shall notify Faculty in writing when the unmet base load search process has concluded.
- d. If the Faculty member's base load is not met in the following academic year, upon a request from the Faculty member, the University will discuss with him/her/them the steps taken to meet that Faculty member's base load. While the University will make an effort to honor the tentative assignment, such assignments are subject to change prior to issuance of appointment letters for the following academic year.

4. If a Faculty member has proposed and developed a new course with the understanding that he/she/they will be assigned to teach that course, that Faculty member is protected from displacement by Faculty member with greater replacement rights for the first four semesters/sessions the course is offered and runs. After four semesters/sessions, such Faculty member can be replaced by a Faculty member who has greater replacement rights.
5. If no replacement course is found in accordance with pre-appointment replacement rights, the Faculty member will receive a base load reduction fee, which is 50% of wages for the course. Remedies for base load reduction for Faculty whose base load is made up exclusively of non-credit courses shall be 75% of the equivalent base load reduction fees for Faculty with credit and mixed (credit and non-credit) base loads.
6. The University shall have a continuing obligation to make an effort to find a replacement course for a Faculty member still teaching at the University in accordance with pre-appointment replacement rights for up to fifteen (15) semesters/sessions but in no case more than five (5) academic years.
7. In the event the Faculty member's base load is not restored within the fifteen (15) semesters/sessions but in no case more than five (5) academic years, the Faculty member may apply for a specific unassigned course. To that end a Faculty member may request a list of unassigned available courses for the following academic year which will be made available to the Faculty member by May 1. If the Faculty member is qualified to teach said course, he/she/they will be assigned to it.
8. The base load will be reset if the Faculty member's full base load is restored for a period of five (5) consecutive academic years.
9. If the base load is reduced again after resetting, steps 1-4 above will apply.
10. If a course cancels post appointment and there is no replacement course, the Faculty member will receive length of service credit for the semester/session and a fee of 50% of wages per course fee (except no fee is available for the first 4 semesters/sessions that a newly developed course is offered in cases where such course was proposed and developed by a Faculty member with the understanding that she/he/they will be assigned to teach that course).

11. Remedies for base load reduction and course cancellation do not apply when the reduction or cancellation is due to severance or has been requested by the Faculty member. Severance shall cover both Faculty affected by the discontinuance of a program and those who do not have any courses assigned to them because there are no equivalent or replacement courses. Severance shall consist of 75% of salary from the last year of the previous Multi-Year appointment or 75% of their Multi-Year appointment baseload, whichever is greater and recall rights for two (2) years or, at the Faculty member's discretion, a one-time terminable appointment as an Annual Faculty member.

D. Multi-Year Appointment Review Process

1. The Provost will establish a calendar for review of Faculty who apply for Multi-Year appointments. Application requirements, review process and criteria, and Review timeline will be posted on the University website, available to all Faculty no later than May 15 for the next review cycle.
 - a. An eligible Faculty member must submit a form requesting review for a Multi-Year appointment. The University shall notify applicants of their review outcome by May 1, prior to course assignments being issued for the following academic year.
 - b. The University shall conduct a Review for each candidate to determine if she/he/they meets the requirements for a Multi-Year appointment.
 - c. The Faculty member under review shall provide the following:
Curriculum Vitae (complete and up-to-date); examples of scholarly and/or professional productivity such as copies of published papers, conference presentations, documentation of performances, examples or reproductions of artistic work, books, book chapters, and/or references to online resources; and a personal statement with commentary on performance with regard to:
 - i. Teaching effectiveness
 - ii. Standing and contributions in the field or discipline
 - iii. University, School and department/program service (as defined later in this section)
 - iv. Goals for professional development

- d. A Faculty committee shall review and make recommendations about Faculty performance pertaining to the Review for Multi Year appointments. The committee members shall be appointed by the College Deans. The University will ensure that at least two Multi-Year Faculty will participate on such review committees although no individual shall be required to serve on the committee.
- e. If the Faculty member successfully passes Review, the Faculty member shall receive a Multi-Year appointment.
- f. If the Faculty member does not receive the Multi-Year appointment, the Faculty member shall retain their Annual appointment. A Faculty member can reapply at any time in accordance with #1 above (Provost's calendar).
- g. Subsequent Multi-Year reappointments are contingent upon obtaining a course observation during the final year of the Multi-Year appointment.

E. Multi-Year Appointment Review Criteria

Reviews of the academic qualifications and performance of Faculty for purposes of consideration for a Multi-Year appointment shall be made on the basis of demonstrated excellence in all three of the following areas:

- a. Teaching Excellence, as defined and measured by (i) and (ii) below.
 - i. Teaching Excellence is defined by:
 - I. Demonstrated knowledge of the course material;
 - II. Ability to organize and present course materials;
 - III. The effectiveness of the Faculty member's communication skills in the classroom;
 - IV. Ability to arouse curiosity in beginning students and to stimulate advanced students to do creative work;
 - V. Student achievement and progress in relevant academic work;
 - VI. The ability of the Faculty member to adhere, in both subject matter and timely fashion, to the approved course curriculum;
 - VII. The Faculty member's teaching experience and teaching accomplishments;

- VIII. Sensitivity to the policies of the department/program and the University with respect to equal opportunity, affirmative action, EISJ principles and practices, and an environment free of discrimination and sexual and other discriminatory harassment;
 - IX. Respect for and encouragement of the diversity of opinions and expressions of students and colleagues.
- ii. Teaching excellence is measured by:
 - I. Student evaluations as provided for in Article XIV, Evaluation. The Multi-Year Review Committee will take into consideration the contextual research regarding course evaluations that may impact a Faculty member's review;
 - II. Observations as provided for in Article XIV, Evaluation;
 - III. Faculty member's statement to Review Committee as specified above.
 - IV. Departmental/Program assessment as provided for in Article XIV, Evaluation;
 - V. Samples of student work (may be included at the request of Faculty member or Review committee);
 - VI. Faculty have the right to submit relevant comments and/or provide context for evaluations as needed.
 - b. Professional accomplishments and contributions to the field, which are defined as:
 - i. Quality and productivity in scholarly, professional and/or artistic pursuits such as conference presentations, shows, exhibits, performances, recordings, publications or other relevant artistic or scholarly activities;
 - ii. Professional experience such as contributions to the profession and the field; and continued participation in such endeavors and activities.
 - c. Service, which is defined as:
 - i. Demonstrated ability and/or willingness of the Faculty member to cooperate with other faculty, staff, administration, students, guests, and others;
 - ii. Commitment and adherence to the University's policies;

- iii. Participation in departmental, program, School, and University activities; and/or participation in paid or unpaid service outside the University, including but not limited to community service, service to the field, professional organizations, social justice activities, etc.
- iv. Providing student or community mentoring, where appropriate.

F. Application of this Article, except for augmentation of courses as follows and probation, will be subject to grievance and arbitration.

G. Teaching Load Maximum

- 1. Faculty do not have an entitlement to augmentation of courses; however, the University will not augment teaching loads arbitrarily and capriciously. Grievance/arbitration regarding augmentation will be limited to a claim that the University augmented teaching loads arbitrarily and capriciously.
- 2. University course types include: Lecture/Seminar/Discussion Undergraduate; Lecture/Seminar/Discussion Graduate; Studio (grad and undergrad), and Private Lessons (major and non-major).
- 3. Teaching up to the maximum is not an entitlement.
- 4. Faculty do not have a right to grieve any instances where the University does not augment teaching loads up to the teaching load maximum.
- 5. The University may, at any time and in its sole discretion, allow Faculty to teach over the maximum.
- 6. Base load will not be set above the maximum (except for cases involving the exemptions described in 7. below).
- 7. Only Faculty who qualify for an Annual or a Multi-Year appointment as of Fall 2005 can have their base load set above the maximum based on the initial look back.

8. Maximum does not include non-credit workshops; individualized thesis/independent study/internships.
9. With the exception of Annual Grandparented Faculty, summer courses do not count for teaching load maximum.
10. Mannes administrators shall be restricted from teaching more than two private lessons a semester unless more than two students specifically request said administrators.
11. Mannes administrators shall be restricted from teaching chamber music.

H. University Teaching Load Maximum

1. Teaching Load Maximums for Faculty who teach one course type in their base load setting years are:
 - a. Liberal Arts (Lecture/Seminar/Discussion) Undergraduate: 180 hours per academic year
 - b. Liberal Arts (Lecture/Seminar/Discussion) Graduate: 180 hours per academic year
 - c. Studio (Grad and Undergrad): 360 hours per year
 - d. Mannes Liberal Arts and Studio: 420 hours per year
 - e. Non-credit Continuing Education, and Executive Education: based on the equivalent course type listed above.
2. Teaching Load Maximums for Faculty who teach more than one course type in their base load setting year will be the Maximum listed in 1. above based on the predominant type of teaching that the Faculty conducted in his/her/their base load setting year, plus 45 hours.
3. Teaching Load Maximums for Faculty who teach an equal amount of two course types in their base load setting year will be the highest of the applicable Maximums (based on the Faculty's teaching) listed in 1. above plus 45 hours.

I. Calendar for Part Time Faculty Appointments (by contract type)

1. Multi-Year/Annual/Post Probationary and Fall-only (for probationary Faculty) Contracts no later than:

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- a. December 15: Solicitation of Faculty for availability and schedule preferences for following academic year
 - b. February 1: Deadline for responses
 - c. May 1: Posting Fall Semester Classes
 - d. June 1: Deadline for sending annual appointment letters to Annual, and Multi-Year Faculty.
 - e. June 15: Deadline for acknowledging appointment letters in MyDay (or subsequent platform) sent out on June 1.
 - f. July 1: Deadline for sending annual appointments to Post Probationary Faculty and fall-only appointments to Probationary Faculty
 - g. July 15: Deadline for acknowledging letters in MyDay (or subsequent platform) sent out July 1
2. Spring-only (for Probationary Faculty) Contracts no later than:
- a. November 1: Posting spring-only classes
 - b. December 7: Deadline for sending contracts for spring-only Faculty.
 - c. December 22: Deadline for acknowledging spring-only contracts in MyDay (or subsequent platform)
3. Summer (excluding Parsons CE and all non-credit Summer) Contracts no later than:
- a. April 15: Posting summer regular classes
 - b. May 1: Deadline for sending summer session contracts
 - c. May 15: Deadline for acknowledging summer contracts in MyDay (or subsequent platform)
4. Pre-College, Open Enrollment/Adult Continuing Education, Executive Education (including non-credit summer)
- a. April 15: Posting Parsons CE and All Non-Credit Summer Classes
 - b. May 1: Deadline for sending summer contracts
 - c. May 15: Deadline for acknowledging summer contracts in MyDay (or subsequent platform)
 - d. June 15: Posting fall only classes
 - e. July 15: Deadline for sending fall-only contracts
 - f. Aug 15: Deadline for acknowledging fall-only contracts in MyDay (or subsequent platform)
 - g. November 15: Posting Spring only classes

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- h. December 15: Deadline for sending spring-only contracts
 - i. Jan 15: Deadline for acknowledging spring-only contracts in MyDay (or subsequent platform)
- 5. Appointment letters will be available electronically, and Faculty shall confirm appointments electronically in MyDay (or subsequent platform).

ARTICLE XIV - EVALUATION

- A. The intent of evaluation is to support excellence in teaching. It is comprised of student evaluations, classroom observation and departmental/program assessment. The intent of course evaluation is to help faculty and administrators identify ways to improve teaching and learning as well as to elicit student comments facilitating curricular improvement. To ensure a fair system of evaluation, method of evaluation, including student evaluation forms, shall be created by the relevant University Department/Program/School, with appropriate faculty input. Changes to the method of evaluation, including course evaluation forms, shall be reviewed and approved by the Labor Management Committee. Student evaluations for each course will be sent to the Faculty member to review no later than the start of the following semester unless the Faculty member has failed to submit grades by such date. Except in special circumstances, evaluation of Faculty members who have completed probation may occur as detailed below once every three years.
- B. The procedures for Faculty evaluation, excepting probationary Faculty, are as follows:
1. Student evaluations will be administered for each course, in accordance with University policy and will be sent to the Faculty member to review no later than the start of the following semester unless the Faculty member has failed to submit grades by such date.
 2. Classroom Observation will be conducted. At least two (2) weeks prior to classroom observation the Faculty member shall be advised of the date for the visit and any forms and procedures to be used. The Faculty member may request an alternate date. Normally, classroom observation will occur during the first half of the semester with a report to be shared with the Faculty member within two (2) weeks. A Faculty member may request a second observation conducted by a different observer who will then be chosen by the University. Changes to the classroom observation form shall be reviewed and approved by the

- Labor Management Committee (Article XI). The classroom observation form shall be available on the University website.
3. Departmental/Program Assessment is a comprehensive evaluation of the Faculty member's performance based on student evaluation, classroom observation and the fulfillment of his/her responsibilities as outlined in the Faculty Rights and Responsibility article (Article IX).
 4. The Chair/Director prepares a written report for the Dean or designee, representing the outcome of the Departmental/Program Assessment. The written report shall be provided to the Faculty member and the Dean or designee as soon as practicable but no later than six (6) weeks after the start of the semester or session following the semester or session in which the classroom observation was conducted. The Faculty member may request a meeting with the Chair/Director to discuss the content. The University shall maintain all evaluation materials in a confidential manner.
- C. A Faculty member may submit a written appeal to the Dean or designee within three (3) weeks of a Faculty member's receipt of the Chair's/Director's report. The Dean or designee shall review the appeal and decide whether to accept, modify or require a new evaluation. The Dean's decision shall not be subject to the Dispute/Grievance and Arbitration Procedure, (Article XXVI), except when it leads to discipline and/or discharge or there is a claimed violation of the evaluation procedures or criteria for Evaluation set forth in this Agreement.

ARTICLE XV - DISCIPLINE AND DISCHARGE

The University shall have the right to discipline any Faculty member, up to and including discharge, for just cause. Except as otherwise expressly provided for in this Agreement, such disciplinary treatment shall be subject to the provisions of Article XXVI (Dispute/Grievance and Arbitration Procedure).

ARTICLE XVI - ACCESS TO SERVICES

- A. Faculty shall have access to email, computers with internet capability and appropriate printing and photocopying for classroom use in conformance with the copyright laws, and the University Copyrighted Materials Guidelines Policy. The University will ensure that there is printer and copier accessibility available to faculty in the Faculty Resource Center. In addition, Faculty can print documents at a variety of printers throughout campus from either a Technology Lab computer or a personal laptop.
- B. Faculty shall continue to have access to printing credits. The University will offer Faculty the same number or more credits each semester/term as it does in the fall 2022 semester. Unused allocated credits will carry over from semester/term to semester/term up to a maximum of 300.
- C. If a Faculty member is required to have an office to fulfill responsibilities (e.g. advising) access to an office or scheduled space will be provided.
- D. As the University expands and renovates space, and in its current space, the University will make its best effort to provide Faculty resource and storage space.
- E. The University shall provide a Faculty Resource Center in the University Center, or similarly-designated location as applicable. In this resource space, the University will make available to Faculty basic classroom supplies including, but not limited to, dry erase markers, erasers, paper, scissors, pins, paper clips, staplers, staples, tape, pens, sticky notes, and pencils.
- F. Faculty shall be able to reserve meeting space via the University's online portal or other applicable University mechanism in place to host general gatherings in accordance with Provost Office policies. In addition, Faculty may reserve rooms in the University Center Library, the List Center Library, and the Faculty Resource Center.

ARTICLE XVII - UNPAID LEAVES OF ABSENCE

- A. Annual, Grandparented, and Multi-Year Faculty may be considered for an unpaid leave of absence for any emergency or any other reason required by law. Probationary and Post-Probationary Faculty may be considered for an unpaid leave of absence for any emergency or any other reason required by law only if he/she/they has a confirmed assignment by appointment letter for the semester for which the leave is requested.
- B. The University will not respond unreasonably to requests for unpaid leaves of absence of less than a full semester for the purpose of caring for a newborn or newly adopted child, or for the care of a child, spouse, domestic partner or parent with an emergency medical condition. The Faculty member will provide his/her/their supervisor with as much notice as possible of such situations, and the supervisor will make reasonable attempts in such cases to accommodate requests for leaves of absence of less than a full semester. If a supervisor is unable to grant a request for leave for less than a full semester, the Faculty member will receive authorization for a full semester of unpaid leave.
- C. Annual, Grandparented, and Multi-Year Faculty who assume a full-time position in service to the University may take up to a three-year unpaid leave of absence while they serve in this capacity. Faculty may resume their part-time Faculty status after this period, of up to three (3) years, if they leave their full-time position without disruption of status or base load, unless they are dismissed from their full-time position for cause.
- D. Annual and Multi-Year Faculty may be considered for an unpaid leave of absence for reasons other than as set forth in A above, upon request.
- E. Any request for unpaid leave of absence must be in writing and set forth the nature of and reasons for the request, as well as the proposed duration of the leave.

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- F. Except as required by law, the approval of an unpaid leave of absence, including its duration, shall be at the discretion of the University. Such discretion shall take into account all pertinent factors, including the needs of the University, with the understanding that approval shall not be unreasonably withheld. The leave of absence shall be deemed unauthorized unless approved, in writing, by the appropriate supervisor.
- G. Except as required by law, any unpaid leave of absence, if approved, shall not exceed one (1) year in duration. No more than two (2) leaves may be taken during the life of this Agreement.
- H. Upon return from an authorized leave of absence the Faculty member shall resume his/her/their Annual or Multi-year Appointment.
- I. Upon return from an authorized leave, the University shall offer an assignment equal to the number of course hours taught just prior to the leave, and shall make its best effort to assign the Faculty member to the courses previously taught with the same proportion of required courses, if applicable. Seniority, compensation, and any benefits related thereto held by the Faculty member shall be retained upon return to the University at the completion of an authorized leave. Seniority shall not accrue, however, during the period of the authorized leave.

ARTICLE XVIII - PAID ACADEMIC LEAVE

- A. Multi-year, Annual, and Annual Grandparented Faculty, regardless of their title, may apply for paid academic leave.
- B. In applying for paid academic leave, eligible Faculty must describe a deliverable that said Faculty member will provide at the end of the leave and must commit to return to employment at the University the semester following the paid academic leave.
- C. Paid academic leaves shall be available to be granted by the University as follows:
1. Maximum number of leaves is fifty (50) per academic year.
 2. Paid academic leaves shall be weighted by School in the event of applications exceeding the total number of leaves.
 3. There shall be a hiatus of six (6) years between leaves.
 4. No more than 50% of the leaves granted per year shall be afforded to Annual Faculty (who are not Multi-year or Annual Grandparented).
 5. In a department/program of fewer than ten (10) Faculty, only one (1) Faculty member shall be eligible to receive a leave in each semester.
 6. In a department/program of more than ten (10) Faculty, no more than 1/10 of Faculty in each department/program will be eligible to receive a leave in each semester.
- D. Application for Paid Academic Leave shall be as follows: Faculty shall apply in the spring for the following academic year (fall, spring). Faculty may apply for any remaining Paid Academic Leaves after the spring semester, approval will be granted at the discretion of the University. Faculty who currently have a summer base load or are about to have a summer base load may apply for a paid leave in the summer.
- E. Faculty members who apply in accordance with the above, shall be granted Paid Academic Leave of one semester maximum at full pay in accordance with the above and on the basis of

seniority.

- F. The University will post the application deadline and application requirements for taking paid leave on the relevant University webpage or webpages.

ARTICLE XIX - UNION LEAVE & OFFICE

- A. A maximum of five (5) Faculty in any semester shall be granted up to one-week paid leave of absence in order to attend union meetings, conferences, training and conventions.
- B. The University shall compensate (including wages and benefits) up to ten (10) Faculty when appointed by the Union for representational purposes. Reimbursement will be at the miscellaneous non-teaching rate.
- C. A and B above shall not exceed an annual aggregate of \$140,000 per calendar year effective September 1, 2022, and will continue at that amount for each calendar year thereafter until contract expiration.
- D. The Union shall be provided an office but which, based on the needs of the University, may be moved to a different location upon 30 days of notice. The University will provide the Union assistance in moving the office contents to the new location.

ARTICLE XX - EMERGENCY INSTANCE, SAFE AND SICK, AND PAID

FAMILY LEAVE

- A. Faculty members shall be entitled to take safe and sick leave or emergency instance leave, and paid family leave pursuant to this Article. Upon ratification of this Agreement, each semester Faculty will be entitled to elect to take either paid safe and sick leave, or an emergency absence. Faculty who elect to take paid safe and sick leave shall accrue safe and sick leave at a rate of one hour for each 30 contact hours of service (up to a maximum of 56 hours). Faculty who elect to take emergency instance leave shall receive one (1) emergency absence per course per semester. The University's Human Resources Information System (HRIS) will provide Faculty with an estimate of the number of safe and sick leave hours they would accrue during the semester based on the number of contact hours assigned to them for the semester, which Faculty can consult prior to making their elections. All elections shall be noted by a process to be developed and disseminated by University Human Resources. Once a Faculty member elects to take safe and sick leave or an emergency instance absence, they may not amend their elections until the following semester. Faculty who 1) do not use either their accrued safe and sick leave or any emergency instance, or 2) elect to use their safe and sick leave in a given semester, shall have any accrued and unused safe and sick leave carry over to the following semester up to a maximum of fifty-six (56) hours. No employee shall use more than fifty-six (56) hours of safe and sick leave in any one (1) calendar year (which shall be equal to one (1) academic year).
- B. After the University transitions to a biweekly pay schedule as set forth in Article XXIV - Pay Day, the University shall list and regularly update the number of safe and sick leave hours a Faculty member has accrued in the HRIS. Faculty members can take "safe leave" for any reason approved under the Earned Safe and Sick Leave Act (ESSLA), including but not limited to

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seeking assistance or taking other safety measures if the Faculty member or a family member of the Faculty member is the victim of any act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking.

- C. Faculty members may take “sick leave” for any reason approved under the ESSLA, including but not limited to health-related care and treatment of themselves, or a family member; absence related to closure of the employee’s place of business by order of a public official due to a public health emergency; or an employee’s need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.
- D. The term “family member” under this Article shall carry the same meaning as “family member” as defined under ESSLA.
- E. Faculty members shall provide written notice concerning his/her/their use of safe or sick leave. When safe or sick leave is foreseeable, Faculty members must provide 7 calendar days’ advance written notice of the Faculty member’s intention to take safe/sick leave to their supervisor and to the Human Resources Department. If safe or sick leave is unforeseeable, Faculty members shall provide written notice of the use of the leave to their supervisor and to the Human Resources Department as soon as reasonably practicable. A Faculty member’s failure to provide the required timely notice may result in a denial of the leave, unless unusual circumstances justify the failure to comply.
- F. By entering into this collective bargaining agreement, the parties acknowledge that the employees covered by this Agreement are entitled to safe and sick leave benefits outlined in New York. N.Y.C. Admin. Code §§ 20-911 through 20-918 (ESSLA). The parties mutually agree that employees covered by this Agreement shall receive the benefits expressly set forth in this Article

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in lieu of the benefits afforded to employees under ESSLA. The parties further acknowledge that the benefits afforded to employees pursuant to this Article are comparable benefits to those afforded to employees under ESSLA, and for this reason, the Union, on employees' behalf, hereby waives employee entitlement to the benefits set forth under ESSLA.

- G. Upon ratification of this Agreement, the University will begin taking payroll deductions from Faculty to entitle them to the benefits defined by the New York State Paid Family Leave (PFL) Act. Faculty will be eligible beginning 175 calendar days from his/her/their date of hire. PFL benefits shall be funded by employees through payroll deductions. Faculty shall be responsible for paying the employee contribution rate set by NYS Department of Financial Services, which sets the employee contribution rate each calendar year to match the cost of coverage. The university will subsidize 50% of the employee contribution rate.
- H. **Notice and use of leave:** Faculty members must provide their supervisor and the Human Resources Department 30 days' advance written notice of the Faculty member's intention to take PFL when the need to take PFL leave is foreseeable. Foreseeable qualifying events include an expected birth, placement for adoption or foster care; planned medical treatment for a serious health condition of a family member; the planned medical treatment for a serious injury or illness of a covered service member; or other known military exigency. When providing notice of PFL, the Faculty member must identify: (1) the qualifying event; (2) the anticipated timing and duration of the leave; and (3) the covered purpose for the leave. If the event is not foreseeable (e.g., a family member's medical emergency), the employer must be notified as soon as practical. If a Faculty member does not provide the required timely notice, and no unusual circumstances justify the failure to comply, PFL may be delayed or denied. The University will provide any Faculty member requesting to take paid family leave materials about the application process as

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created by New York State.

- I. The University shall provide Faculty members with specific written guidance on how to apply for PFL.

- J. If there is a conflict between any existing law at the federal, state, and/or local level and/or the University policy, Faculty shall receive the protection of whichever law and/or policy provides for the most generous paid leave benefit.

ARTICLE XXI - PROFESSIONAL DEVELOPMENT

- A. The University recognizes Faculty professional development as an important component for ongoing growth and development to promote excellence in teaching, related practices, and job satisfaction. The University shall establish an annual Professional Development fund for part-time Faculty. The University shall post details about funds and activities (and how to apply) on the University website. Notification of the fund including eligibility, application criteria, and calendar shall be described on the Provost Office website.
- B. Effective Spring 2023, the University will designate \$50,000 each Fall and Spring semester to the fund (\$100,000 each academic year thereafter). Unused funds will carry over into the following academic year.
- C. Within sixty (60) days of the ratification of this Agreement, the Labor Management Committee will hold a special meeting to develop an equitable system for distributing funds to Faculty.
- D. Faculty will have full access to all other relevant University professional development activities and funds. The University shall post all such funds and activities on the University website.

ARTICLE XXII - CLASSROOM RELATED EXPENSES

- A. The University shall provide all supplies, materials and/or software required by the department or program to teach a class. Upon prior approval by the department or program, a Faculty member must procure any supplies, materials and/or software required to teach a class in accordance with the University's Business and Travel Expense Policy. When procuring any supplies, materials, and/or software via the University's Business and Travel Expense Policy, under no circumstances will a Faculty member be required to pay out of pocket.
- B. In the event that the University is unable to provide supplies, materials and/or software through the procurement process, a Faculty member who has received prior approval by the department or program to receive said items shall be authorized by the University to purchase them. The University shall reimburse the Faculty member for said supplies within three (3) payroll cycles of the submission for reimbursement.
- C. Upon prior approval by the department or program, the University shall make direct payment to the institution or facility to cover the cost of field trips and similar expenses. Examples of such field trips include, but are not limited to, museum trips, concerts, movies, plays, and readings. If a Faculty member is authorized to cover the costs of the approved field trip, he/she/they will be reimbursed under the guidelines of University policy.

ARTICLE XXIII - HEALTH AND SAFETY

- A. The University shall make its best effort to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.
- B. The Labor Management Committee as provided for in Article XI, in addition to its other duties, shall discuss matters relating to health and safety. Either party may call additional meetings of the Labor Management Committee to resolve specific health and safety issues.
- C. The University will make its best effort to notify Faculty as soon as practicable of local inclement weather conditions that may impact personal safety when commuting to and from campus. In the absence of such notification, the emergency Absence Plan protocols set forth in Article IX - Faculty Rights and Responsibilities shall prevail.

ARTICLE XXIV - PAY DAY

- A. The University will transition part-time Faculty to a bi-weekly pay schedule as soon as practicable, making its best efforts to implement the change by the beginning of academic year 2023-2024. Once the transition occurs, a Faculty member shall be paid on a bi-weekly frequency according to the University's pay schedule for part-time Faculty members for the teaching and other compensable duties he/she/they performed provided they submitted to the University, in a timely fashion, all paperwork necessary for the processing of said payment.
- B. The University shall be responsible for furnishing the Faculty member, on a timely basis, all paperwork necessary for his/her/their submission. The precise payday shall be the same day set for others in the University who are similarly situated.
- C. Each semester (Fall and Spring) salary paid subsequent to the advance payment referenced in section E below will be paid over a five (5) month period. Faculty members who teach in the summer shall be paid at the same bi-weekly frequency as part-time Faculty are paid during the academic year.
- D. Faculty members shall receive an itemized pay stub, reflecting a breakdown of all teaching payments and other duties and rate(s) of pay. Payroll statements will be made available to Faculty in the University's Human Resources Information System in an accessible and easy to read format. The payroll statement shall include itemized information related to base load reduction fees, course cancellation fees, and any such similar fees.
- E. Following the University's transition to a bi-weekly pay schedule, each Faculty member who has submitted a signed appointment letter at least four (4) weeks in advance of the start of the semester and has at least one (1) active assignment shall receive an advanced payment of \$300.00 in the payroll cycle prior to the first day of each semester/session that he/she/they teach. Any

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Faculty member who declines an assignment after receiving the advance payment and is not scheduled to teach any courses during the semester/session in which an advance payment is made, shall be subject to New York State recoupment laws.

ARTICLE XXV - PERSONNEL FILES

- A. Where a physical personnel file exists, a Faculty member may review his/her/their personnel file by appointment with the Human Resources Department of the University. Upon his/her/their request, a digital copy will be provided. Review of physical personnel files may occur no more than once a semester.

Where the Faculty member seeks review of his/her/their personnel file in connection with Article XXVI (Dispute/Grievance and Arbitration Procedure), the Union representative and/or steward may be present at the review and examine the documents.

- B. Where personnel records exist in digital form, a Faculty member may view it in the Human Resources Information System (HRIS). Digital copies and records may be viewed without limit.

ARTICLE XXVI - DISPUTE/GRIEVANCE AND ARBITRATION PROCEDURE

- A. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. A prompt and efficient method of settling Disputes, as herein defined, is both desirable and necessary. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any Dispute is desirable.
- B. An aggrieved Faculty member or the Union shall present a grievance within twenty (20) days of its occurrence or discovery. A Faculty member may be accompanied by a Union representative starting at Step 2 of the grievance procedure, except that a Faculty member may be accompanied by a Union representative at any investigatory interview which the Faculty member reasonably believes may result in disciplinary action, including at Step 1 of the grievance procedure.
- C. The following steps shall be followed in the processing of disputes/grievances:
1. Step 1. The Faculty member shall informally discuss the dispute/grievance with his/her/their Chair or other immediate supervisor within twenty (20) days of its occurrence or discovery. In the event an individual Faculty member and the University settle a dispute without the written and express agreement of the Union, it will not create a precedent for the interpretation or application of this Agreement. If the dispute/grievance is not adjusted satisfactorily within ten (10) days thereafter, the grievance may proceed to Step 2.
 - a. Furthermore, while Faculty and administration are encouraged to resolve disputes at Step 1, the Faculty member or Union may initiate a grievance at Step 2 provided it is so initiated within the twenty (20) days specified above.
 2. Step 2. Disputes/grievances that proceed to Step 2 must be reduced to writing and sent to the Dean of the appropriate School or his/her designee within ten (10) days of the Step 1 response. The Dispute/Grievance must specify the nature of the grievance,

the provision(s) of this Agreement at issue and the relief requested. The Dean or his/her designee shall meet with the grievant and the Union within ten (10) days of receipt of the written grievance. The Dean or his/her designee shall respond to the Union in writing within ten (10) days of the meeting, with a copy to the University's Human Resources Department, Office of the Provost and Office of the General Counsel.

3. Step 3. A grievance not resolved at Step 2 may be appealed in writing within ten (10) days of the conclusion of Step 2 to the University's Grievance Committee, which shall consist of the University's Senior Director of Employee and Labor Relations and the Provost or their respective designees. The grievance shall be addressed to the Office of Employee and Labor Relations. The Grievance Committee shall meet with the grievant and the Union to discuss the grievance within ten (10) days of receipt of the written appeal. The Grievance Committee is not precluded from inviting other Employer representatives who are relevant to the grievance. The Grievance Committee shall respond to the Union in writing within ten (10) days of the meeting.

- D. A grievance by the University will initiate at Step 3. A grievance by the University shall be in writing, addressed to the Union at its offices, within twenty (20) days of its occurrence or discovery, and shall specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. The Union shall respond in writing within ten (10) days of its receipt, and shall send a copy of its response to the Office of the General Counsel.
- E. Any dispute filed by the Union on behalf of two or more Faculty members, or involving the disciplinary suspension or discharge of a Faculty member or a grievance against a Dean, may be initiated at Step 3. Additionally, as to any other dispute, the parties may proceed initially at Step 3 if by mutual agreement, in writing.
- F. Any disposition of a dispute/grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not be considered further subject to the grievance and arbitration provisions of this Agreement. Failure on the part of either party to

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address a grievance at any step shall not be deemed acquiescence thereto, and the grieving party may proceed to the next step.

- G. A grievance not resolved at Step 3 may be taken to arbitration by the Union or the University within thirty (30) days of the conclusion of Step 3. The time within which a party may take a grievance to arbitration is of the essence. A party shall take a grievance to arbitration by giving notice to that effect, with a copy to the other party, to the American Arbitration Association pursuant to its Labor Arbitration Rules. Unless the parties agree upon the selection of an arbitrator, such selection shall be in accordance with the procedures of the Labor Arbitration Rules of the American Arbitration Association.
- H. The arbitration shall be in accordance with the procedures of the Labor Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, the arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article, and shall have no authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the Faculty member, the Union and the University. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the Union and the University.
- I. If a Faculty member must miss a class because he/she is required to attend an arbitration, there will be no loss of teaching wages for that Faculty member. If the University subpoenas a Faculty member to appear at an arbitration and he/she loses wages from another employer, the University will reimburse that Faculty member his/her lost wages upon presentation of proof documenting such losses.
- J. The time limits provided for in this Article shall not include Saturday, Sundays or University holidays. All time limits herein may be extended by mutual agreement.

ARTICLE XXVII - NO STRIKE, NO LOCKOUT

- A. The Union agrees that it will not, nor will it permit any member of the bargaining unit to, call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work. Any employee engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge.
- B. In the event that any employees violate the foregoing provisions, the Union shall immediately use every means at its disposal to get employees who participate or engage in any such action to return to work, including the distribution to the employees and the University, within twenty-four (24) hours of notice of a violation of this Article by the University to any Union officer or to the Union's offices, of a written notice signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately.
- C. The University agrees that it shall not lockout any of the employees covered by this Agreement.

ARTICLE XXVIII - COMPENSATION

A. INSTRUCTION

1. Except as otherwise provided herein, instruction shall be compensated based on an hourly rate¹. Each hour shall be calculated on the basis of fifty (50) minutes of instruction.
2. Nothing in this Agreement shall prevent the University from paying, or a Faculty member from accepting, at the time of hire, a contact hour rate of pay above the minimum standard rate that is provided for in this Agreement.
3. The University has set a minimum contact hour rate for each category of course assigned to a Faculty member. A Faculty member's contact hour rate is set at the time of hire and is adjusted over time with increases applied to the contact hour rate for each course assigned to a Faculty member, in accordance with the CBA.

B. RATE CATEGORIES:

Beginning in Academic Year 2023-2024, Rate Categories for compensating part-time Faculty are as follows:

- Undergraduate/Graduate: Lecture/Seminar/Discussion/Group Lesson (including Mannes, Major and Non-Major Lessons)
- Undergraduate/Graduate: Studio
- Non-Credit, Pre-College (K-12), and Mannes Prep
- Executive Education

C. WAGE INCREASES FOR ACADEMIC YEARS 2022/23 through 2026/27

Effective September 1, 2022 and each September 1 thereafter for the life of this Agreement, Faculty shall receive a contact hour rate increase as set forth below.

¹ The terms "hourly rate", "contact hour rate", and "teaching rate" are used interchangeably throughout this agreement and are distinguishable from other additional duties rates as outlined in Article XVIII Section H.

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1. Annual increases will be the greater of the two charts below. Each increase shall be paid with any applicable longevity increase, or the minimum plus longevity increase, in accordance with the schedule set forth below, whichever is greater.

Minimum Rates	AY 22-23	AY 23-24	AY 24-25	AY 25-26	AY 26-27
Lecture/Seminar/Discussion/ Executive Education/Mannes College	\$136	\$141	\$146	\$151	\$156
Studio/Lab/Chamber Music	\$105	\$112.50	\$120	\$127.50	\$135
Non-Credit/Pre-College (K-12)	\$85	\$95	\$105	\$115	\$125
Mannes Prep	\$85	\$95	\$105	\$115	\$125

OR

	AY 22-23	AY 23-24	AY 24-25	AY 25-26	AY 26-27
Annual Increase	\$8	\$5	\$5	\$5	\$5

D. LONGEVITY INCREASES:

Each wage increase shall be paid with any applicable longevity increase, or the minimum rate increase plus longevity increase, whichever is greater. Faculty shall receive the longevity increases based on their years of service in accordance with the schedule below.

10 years of service:	\$6/hr
15 years of service:	\$7/hr
20 years of service:	\$8/hr
25 years of service:	\$9/hr

30 years of service:

\$10/hr

E. ADMINISTRATIVE HOUR

Faculty shall be compensated at the rate of 50% of his/her/their hourly teaching rate for administrative hours when required by the University, with past practice not being applicable.

F. ONLINE INSTRUCTION

1. When a Faculty member is appointed to teach an online course, and he/she/they have not previously taught online, he/she/they shall be required to complete training for online teaching. Faculty shall receive a \$500 one-time payment upon the completion of such training.
2. The University shall provide technical support to Faculty teaching courses delivered online.
3. Online Equipment Reimbursement: Faculty who teach at least one, 100% online course, will be paid \$500 no more frequently than once every 3 years.
4. Online Course Creation/Conversion: If the University asks a Faculty member to convert to online a course that they have previously taught onsite for which there is no existing online content, the University will pay the Faculty member a one-time course conversion fee of \$500. When the University asks a Faculty member to create a new online course, the fee will be the same as course creation outlined in additional duties, however, the maximum number of hours for an online course is 65 hours.

G. SENIOR WORK/SENIOR THESIS AND INDEPENDENT STUDIES

1. The minimum rate for Faculty Members assigned Independent Study/Senior Work/Senior Thesis shall be 50% of the minimum contact hour rate for Lecture/Seminar or grandparented at a higher rate, as set forth under this Agreement.
2. Payment shall be based on 15 hours per semester.
3. These provisions in no way restrict the University's ability to compensate Faculty for Senior Work/Senior Thesis and Independent Studies at rates above the minimum.

H. ADDITIONAL DUTIES

Effective September 1, 2022 and each September 1 thereafter for the life of this agreement, the minimum rates for additional duties shall be as set forth in the chart below:

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	Additional Duties Increases by Category					
	Minimum as of August 31, 2022	upon ratification	September 1, 2023	September 1, 2024	September 1, 2025	September 1, 2026
Administrative hour -- when required by the University	50% of contact hour rate	50% of contact hour rate				
Advising -- Faculty who is hired to serve as academic advisor (per term)	\$3,027.06	\$3,238.95 7.00%	\$3,319.93 2.50%	\$3,402.93 2.50%	\$3,488.00 2.50%	\$3,575.20 2.50%
Advising -- Faculty who is hired to serve as registration advisor.	\$49.66	\$53.14 7.00%	\$54.46 2.50%	\$55.83 2.50%	\$57.22 2.50%	\$58.65 2.50%
Committee Service -- Faculty who is assigned to serve on a departmental program, divisional or university (including but not limited to Labor Management) committee	\$151.38	\$161.98 7.00%	\$166.03 2.50%	\$170.18 2.50%	\$174.43 2.50%	\$178.79 2.50%
Coordinator -- Faculty who supervises other employees or students as part of managing a program or activity (non-teaching).	Range of 50% - 100% of contact hour rate, at discretion of University	Range of 50% - 100% of contact hour rate, at discretion of University				
Curriculum Development* -- who is hired to develop a new course distinct from course(s) he/she teaches: Maximum for 2-day workshop/course -- 20 hours, Maximum for Full semester course -- 50 hours	\$82.43	\$88.20 7.00%	\$90.41 2.50%	\$92.67 2.50%	\$94.98 2.50%	\$97.36 2.50%
Evaluator -- Faculty who serves on jury, administers or grades exams and performs other evaluation activities (excludes Mannes - see Misc. Non-teaching).	\$97.44	\$104.26 7.00%	\$106.87 2.50%	\$109.54 2.50%	\$112.28 2.50%	\$115.08 2.50%
Misc. Non Teaching -- non-teaching based and non-supervisory management of a project, program or activity by Faculty, including Mannes accompanying, exams, juries, competitions, auditions	\$49.66	\$53.14 7.00%	\$54.46 2.50%	\$55.83 2.50%	\$57.22 2.50%	\$58.65 2.50%
Misc. Teaching -- Faculty who is assigned additional teaching outside course(s) that he/she teaches	100% of contact hour Rate	100% of contact hour rate				
Performance Rate (per performance)	\$302.73	\$323.92 7.00%	\$332.02 2.50%	\$340.32 2.50%	\$348.83 2.50%	\$357.55 2.50%
Professional Services -- Faculty who is hired to consult or provide expert opinion to the Administration.	50% of contact hour rate	50% of contact hour rate				
Senior work/Senior thesis & Independent studies The minimum rate for Faculty Member's assigned Independent Study/Senior Work/Senior Thesis shall be 50% of minimum teaching rate for Lecture/Seminar or grandparented at a higher rate, plus the across-the-board increases provided for in each year of the contract. Payment shall be based on 15 hours per semester.	50% of contact hour rate @ 15 hours per student	50% of contact hour rate @ 15 hours per student				
Training -- when required by the University	\$49.66	\$53.14 7.00%	\$54.46 2.50%	\$55.83 2.50%	\$57.22 2.50%	\$58.65 2.50%
Tutor -- Faculty who provides individual instruction to students	\$66.23	\$70.87 7.00%	\$72.64 2.50%	\$74.45 2.50%	\$76.32 2.50%	\$78.22 2.50%

I. ONE TIME BONUS

Within two pay periods of ratification of this 2022-2027 Agreement, Faculty who completed at least one teaching assignment between the Spring 2020 and Spring 2022 semesters, and are actively employed at the time of ratification, shall receive a one-time payment of \$2,100.

J. ADMINISTRATIVE SERVICE PAYMENT

The administrative services payment is given in recognition of administrative preparation prior to the beginning of a semester. The administrative services payment will be issued on the first of the month prior to the start of the semester, or the first pay period thereafter for faculty who are appointed after that date. Effective September 1, 2022, a faculty member will receive a payment for performance of administrative services per course, per semester/session according to the following schedule:

	AY 22-23	AY 23-24	AY 24-25	AY 25-26	AY 26-27
Administrative Service Fee	\$400	\$500	\$600	\$700	\$800

ARTICLE XXIX - MEDICAL AND DENTAL BENEFITS

- A. A Faculty member may elect to participate in the University's medical and dental plans if he/she/they meet the following criteria:
1. Faculty must have worked at the University at least one academic year to be considered Health and Dental eligible.
 2. For faculty who teach exclusively non-credit courses (excluding faculty who teach Executive Education and Mannes): Faculty must have 1) taught a minimum of 90 contact hours in the prior academic year or the equivalent in teaching activities or 2) earned a minimum in wages equivalent to 90 contact hours at the non-credit minimum under this Agreement. Faculty must also be scheduled to teach in the upcoming Fall or Spring, combined, 1) a minimum of 90 contact hours or the equivalent in teaching activities or 2) earn a minimum in wages equivalent to 90 contact hours at the non-credit minimum under this Agreement. For all other faculty (excluding Mannes but including faculty who teach Executive Education): Faculty must have 1) taught a minimum of 90 contact hours in the prior academic year or the equivalent in teaching activities or 2) earned a minimum in wages equivalent to 52 contact hours at the lecture/seminar minimum under this Agreement. Faculty must also be scheduled to teach in the upcoming Fall or Spring, combined, 1) a minimum of 90 contact hours or the equivalent in teaching activities or 2) earn a minimum in wages equivalent to 52 contact hours at the lecture/seminar minimum under this Agreement.
 3. Mannes Faculty must have taught one or more courses or the equivalent in teaching activities in the prior academic year and earned enough in wages (inclusive of assigned courses, private music lessons, and additional duties) to cover the cost of

the employee premium share and they must be scheduled to teach one or more courses or the equivalent in teaching activities and earn enough in wages (inclusive of assigned courses, private music lessons, and additional duties) to cover the cost of the employee premium share.

4. "Canceled classes" shall be equivalent to "classes taught" unless the classes are canceled because the Faculty member chooses not to teach the classes.
 5. Faculty who are eligible for medical and/or dental coverage, but who do not earn enough in wages to cover their share of the full premium, may pay the difference between their wages and their full share of the premium to cover the cost of the premium share for the plan they select.
- B. Part-time Faculty who meet the benefits eligibility criteria may continue to participate in the part-time Faculty EPO plan and dental coverage (or comparable benefit plan). Faculty will not be able to participate in any other University sponsored health care plan.
- C. Premium co-pays for the part-time Faculty EPO and dental coverage (or comparable benefit plan) are as follows:
1. Faculty scheduled to teach the following number of courses or the equivalent in an academic year shall pay for the EPO coverage and dental coverage effective January 1, 2023:
 - 3-course: 19% employee / 28% family
 - 2-course: 24% employee / 33% family

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2. Faculty scheduled to teach the following number of courses or the equivalent in an academic year shall pay for the EPO coverage and dental coverage effective April 1, 2023:

- 1-course: 42% employee / 50% family

D. Eligible Faculty shall be offered the opportunity to participate in university sponsored medical and dental insurance plans. The percentages of premium outlined in this Article will be applied each year of the contract term to the premium costs negotiated with the carriers for the plans discussed herein.

E. The following provisions shall pertain to Faculty who are not teaching in a given semester:

1. Faculty on Paid Leave

While a Faculty member is on an approved paid leave pursuant to Article XVIII, the University will continue to pay its portion of the medical and dental premiums while deductions are made for the employee's portion of the premium.

2. Faculty on Unpaid Leave

While a Faculty member is on an approved unpaid leave pursuant to Article XVII, the Faculty member shall pay the full premium. When the Faculty member returns from an approved unpaid leave, the University shall immediately begin paying its portion of the premium.

3. Faculty Not Scheduled to Teach

Faculty scheduled to teach in either the Spring or Fall semester and who are Health and Dental eligible must pay their full share of the premiums (post-tax). Faculty who do not pre-pay for their coverage must earn enough in wages to cover the cost of the premium share of the plan they select.

G. The University shall reimburse Medicare Part B for any Faculty member who is eligible for medical benefits in accordance with Section A above, but is enrolled in Medicare, provided

he/she/they are not also enrolled in the University health plan, and up to the amount the employer would have paid if they were in the University health plan.

- H. If legislation is passed that mandates that health insurance be offered to Faculty members in a way that is different from what this Article contemplates, such as requiring that more Faculty members be offered coverage than is set forth in A above or that the costs that the University is required to bear exceeds what is outlined herein, the University may require that the parties renegotiate the terms of the Article.
- I. Faculty in the former Grandfathered and Great-Grandfathered (herein referred to as Grandfathered) benefit status will pay premiums as follows effective January 1, 2010:
1. Faculty grandfathered into medical plans with a \$500 deductible will pay the same annual premium as Full Time Faculty/Staff at the highest employee premium contribution, with the same increases to premium as applied to full time faculty and staff, if applicable, each year. Grandfathered Faculty may choose to move to another medical plan offered to part time faculty. Grandfathered Faculty who move to another medical plan offered to part time faculty will lose their Grandfathered status and will pay the same premium as all other part time faculty as outlined herein.
 2. Through December 31, 2015, Faculty grandfathered into the PPO (or similar) dental plan will pay the same annual premium as Full Time Faculty/Staff at the highest employee premium contribution, with the same increases to premium as applied to full time faculty and staff, if applicable.
 3. Faculty Grandfathered into either the medical plan with a \$1000 deductible and/or dental DHMO will, effective January 1, 2010 pay the same premium as all other

similarly situated part time faculty with the same increases from year to year and will no longer be designated as benefit Grandfathered.

J. Premium Increase Caps

Effective January 1, 2017 and each year thereafter a 10% premium cap will be applied as follows:

1. If either the health or dental plan premium equivalent rates increase in excess of the total premium in the prior year, the employee will pay his/her/their share of the increase up to 10% in the first year.
2. If the rate increase is less than 10%, any unused difference between the new annual rate and 10% will be carried forward, on an aggregate basis, to add to, and be utilized for, the subsequent 10% annual caps in succeeding contract years.
3. If the rate increase in a succeeding calendar year is greater than 10%, the University will pay the additional premium over 10% in that year the increase is imposed. In the following year, if the increase is less than 10% (0% to 9.9%), the aggregate premium percentage increase in excess of 10% from the previous year will be added to the following (or succeeding) year's employee premium percentage cap if the annual increase in that or a succeeding year is below 10%.

ARTICLE XXX - DOMESTIC PARTNER COVERAGE

Domestic partners and qualified dependents shall be entitled to all benefits provided herein to spouses and children of spouses. In the event a vendor is unable or unwilling to recognize domestic partner family relationships, the parties will meet to discuss alternatives.

ARTICLE XXXI - RETIREMENT BENEFITS

A. Pension Eligibility:

1. Faculty must have worked at the University a minimum of two consecutive academic years to be considered pension eligible.
2. Faculty must have taught a minimum of ninety (90) contact hours for two or more courses or the equivalent in teaching activities; or have taught two courses or the equivalent and received a minimum of ninety (90) contact hours at the non-credit teaching rate in teaching wages during the previous academic year, and
3. Faculty must teach a minimum of ninety (90) contact hours in the academic year for which they are newly eligible or ninety (90) contact hours at the non-credit teaching rate in wages or two courses or the equivalent.
4. Payment to the pension will occur at least once per year in the third quarter of the calendar year for all wages paid in the previous academic year.

B. The University shall contribute ten percent (10%) of all wages to the retirement plan administrator of record.

C. Effective January 1, 2024, faculty will be allowed to take penalty-free distribution from the above referenced retirement plan starting at age 59 ½. Effective January 1, 2024, lump sum payment options will be offered to all faculty starting at age 59 ½.

D. Effective February 2010, unless he/she/they declines to be enrolled, newly hired Faculty shall be automatically enrolled in a Tax Deferred Annuity Plan in that faculty member's first month of employment following his/her/their 30th day of employment. Contributions will be set at 3% of wages into a lifecycle fund based on date of birth.

ARTICLE XXXII - EMPLOYEE ASSISTANCE PROGRAM

The University agrees to provide The New School Employee Assistance Program . If at any time this program, or a portion of the program, is not available the University will make its best effort to provide an equivalent program, or portion in its place.

**ARTICLE XXXIII - QUALIFIED TRANSPORTATION EXPENSE
(QTE) BENEFIT PLAN**

The University agrees to provide The New School Qualified Transportation Expense (QTE) Benefit Plan . If at any time this program, or a portion of the program, is not available the University agrees to provide an equivalent program, or portion in its place, in accordance with applicable law.

ARTICLE XXXIV - FLEXIBLE SPENDING ACCOUNTS

The University agrees to provide The New School Flexible Spending Accounts . If any time this program, or a portion of the program is not available, the University agrees to provide an equivalent program, or portion in its place, in accordance with applicable law.

ARTICLE XXXV - YMCA DISCOUNT ON MEMBERSHIP

The University agrees to provide The New School YMCA Discount Membership Discounts . If at any time this program, or a portion of the program is not available, the University will make its best effort to provide an equivalent program, or portion in its place.

ARTICLE XXXVI - TUITION BENEFITS

- A. Except as modified herein, Faculty shall receive tuition waiver benefits as provided by the Tuition Waiver Plan Policy applicable to part-time Faculty.
- B. Courses should be taken in the same academic year - but no more than four (4) academic years later - provided the Faculty member has an active teaching appointment in the academic year in which the benefit is used. Course enrollment will continue to be on a space available basis (excluding "income sharing" courses). Faculty can use the tuition benefit while on approved leave of absence.
- C. For a dependent child enrolled as a full time student, one (1) class taught by the part-time Faculty member will cover four (4) enrolled courses for the full time student. There is no age limit for dependent children, except for programmatic age restrictions related to registration.
- D. The University will make available to Faculty information regarding how to apply for a working condition tax exemption on the University Human Resources' website.

**ARTICLE XXXVII - MISCELLANEOUS PROVISIONS CONCERNING THE
COLLEGE OF THE PERFORMING ARTS**

All Faculty in a relevant discipline shall be invited by the university to attend entrance auditions.

The University will electronically send an appropriate survey form to relevant Faculty based on discipline, requesting their availability for entrance auditions for their affiliated programs and disciplines. The University will make its best effort to schedule entrance auditions in accordance with availability communicated via the survey form. The administration shall select at least two Faculty to participate in entrance auditions from the pool of those who have indicated interest in attending.

ARTICLE XXXVIII - DISABILITY RIGHTS & ACCESS

- A. Pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the University provides reasonable accommodations to eligible employees, including Faculty members.
- B. Part-time Faculty in need of an accommodation to perform the essential functions of their job may seek a reasonable accommodation through the process established by University Human Resources. All information regarding the process to request a disability accommodation shall be posted on the University Human Resources website.
- C. The University will make its best efforts to evaluate and make a determination on all requests for accommodation within a reasonable period of time after receipt of an accommodation request and necessary verification from a Faculty member requesting an accommodation.
- D. Nothing in this Article, including a decision to provide or deny an accommodation request, shall be subject to Article XXVI - Dispute/Grievance and Arbitration Procedure.

ARTICLE XXXIX - JURY DUTY

- A. If a Faculty member receives a jury duty summons from a state or federal court to appear before the court on a day during which the Faculty member is scheduled to teach, and/or perform additional duties assigned by the University that cannot be rescheduled, he/she/they must notify their supervisor and provide a copy of the jury duty summons to their supervisor and University Human Resources as soon as possible so that proper coverage may be arranged for their absence.
1. The University shall grant a jury absence of one class/session per course per semester with regular pay for the first day in which a Faculty member must be absent from class and/or their additional duties hours as a result of the jury summons. Compensation shall only be provided for additional duties that cannot be rescheduled as outlined in the memorandum of understanding (MOU) reflecting any additional duties assigned by the University.
 2. If a Faculty member continues to appear for jury duty on a day during which he/she/they are scheduled to teach the class or perform the additional duty, the applicable state or federal jury pay law will apply.
- B. Faculty shall have the right to decline regular pay and receive jury pay.

ARTICLE XL - MEETING SPACE

- A. The union shall have the ability to request space on the University campus for union meetings for a total of up to three bookings each calendar year. A booking shall be defined as each space granted.
- B. Such requests for space shall indicate the type of space requested (e.g., classroom, auditorium), desired room capacity, equipment needs, date and time requested, and two alternate dates and times in the event the first-indicated date and time cannot be accommodated. The request for space shall be directed to the Office of Employee and Labor Relations as soon as reasonably practicable, but no less than four (4) weeks prior to the date requested.
- C. The University will respond to the request no more than two (2) weeks after the date of the request.
- D. The University shall also endeavor to accommodate the equipment requested, however that shall not include dedicated event or support personnel such as individuals to operate equipment or to troubleshoot technical issues relating to equipment that was not furnished pursuant to paragraph A. above.
- E. The Union agrees that all applicable Community Guidelines shall be followed in the utilization of the space.

ARTICLE XLI - MAINTENANCE OF BENEFITS

- A. All benefits to employees, attributable to the part-time Faculty positions held and which are set forth in written University policy heretofore existing, shall be continued unless discontinued or modified by terms of this Agreement or by other written agreements between the University and the Union.
- B. Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:
1. A consistent and ascertainable course of conduct.
 2. Engaged in for some reasonable length of time.
 3. Of which both parties are aware.
 4. Which does not vary the express, written terms of this Agreement.
 5. Which is in respect to a given set of specific circumstances and conditions.

ARTICLE XLII - CONFORMITY TO LAW

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable federal, state and local law, and are separable. If any part of this Agreement is found to be invalid because of conflict with applicable federal, state or local law, such invalidity shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE XLIII - ENTIRE AGREEMENT

The University and the Union agree that all matters desired by either party have been presented, discussed and incorporated herein or rejected, accordingly, it is agreed that for the life of this Agreement, each party voluntarily and unequivocally waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not within the contemplation of the parties and whether or not referred to in this Agreement. This Agreement constitutes the complete understanding of the parties with respect to all issues between them, except individual Faculty appointment and/or reappointment letters issued pursuant to this Agreement, and may not be modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

ARTICLE XLIV - TERM OF AGREEMENT AND TERMINATION AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect from November 14, 2022 to and including August 31, 2027, and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) days thereafter.