

Nov 21, 2009 2:30am

Memorandum of Agreement
Between
The New School
and
Act – UAW, Local 7902 and The International Union

Except as modified below, the terms and conditions of the collective bargaining agreement between The New School (“University”) and Academics Come Together, Act-UAW Local 7902 and The International Union (“Union”) for the period September 1, 2005 through August 31, 2009 shall remain in full force and effect during the term of the successor collective bargaining agreement (the “Agreement”).

1. The term of the Agreement shall be from September 1, 2009 through August 31, 2014.

2. Across-the-board wage increases, which shall also be applicable to the minimum rates set forth in Article XXVII, and the additional duties increases and additional duties minimum rates, shall as follows:

- | | | | |
|-----|--------------------|---|----------------------|
| (a) | Fall, 2009 – 1.25% | – | Spring, 2010 – 1.5% |
| (b) | Fall, 2010 – 1.25% | – | Spring, 2011 – 1.5% |
| (c) | Fall, 2011 – 1.75% | – | Spring, 2012 – 1.75% |
| (d) | Fall, 2012 – 2% | – | Spring, 2013 – 2% |
| (e) | Fall, 2013 – 2% | – | Spring, 2014 – 2% |

Longevity Increases:

10 years: \$6/hr

15 years: \$7/hr

20 years: \$8/hr

25 years: \$9/hr

Faculty who received longevity increases in the previous contract will receive the difference effective September 1, 2009.

Modify Additional Duties chart (page 47-48) to reflect current rates.

3. Add to Bargaining Unit information: number of semesters of service, title (Probationary, Lecturer, Assistant, Associate Teaching [grandparented], Associate Teaching [Multi-year]), School(s), College(s), Department(s)/Program(s), Director(s)/Chair(s).

4. As of February 1, 2010 titled part-time faculty shall obtain a new title, as follows:

<u>Prior Appointment</u>	<u>Title</u>
(f) Probationary and Post-probationary	– Part-Time Lecturer
(g) Annual	– Part-Time Assistant Professor
(h) Grandparented and Multi-year	– Part-Time Associate Teaching Professor

Part time faculty who teach exclusively in Mannes Prep will have the title Part-Time Lecturer throughout their employment.

5. Recognition Clause – Article I

Omit: References to Guitar Studios, Balston Spa, and Charleston. ✓

6. Emergency Instance – Faculty shall have an emergency instance equivalent to one class per course per semester.

7. Faculty Rights and Responsibilities – IX

Replace first sentence of IX B with: 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.

Replace IX C with: Faculty shall have the following rights as 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 departmental approval.

Add to Article IX(L) – The University shall provide the Union with a list of faculty who were unavailable to attend the Orientation Session within 10 working days of the session.

Add to Article IX: The article does not limit faculty rights to collegial participation through the University. Moreover, the University recognizes the expertise and experience of part-time faculty and welcomes their input concerning academic matters.

8. Healthcare –

(a) See Exhibit A hereto, with the following modifications:

A.2.: Faculty must have worked at the University at least one academic year to be considered Health/Dental eligible. The Faculty member must teach in both the

Spring and Fall to maintain coverage. 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 or more courses or the equivalent in teaching activities and earn a minimum in wages equivalent to 90 hours at the non-credit minimum under this Agreement; or have taught two or more courses or the equivalent in teaching activities and earn enough in wages to cover the cost of the employee premium share.

B. Faculty may enroll in the Aetna EPO plan, Aetna 1000 plan, Delta Dental DHMO plan, or comparable benefits in effect as of January 1, 2010.

(b) "Cancelled classes" shall be equivalent to "classes taught" unless the classes are cancelled because the faculty member chooses not to teach the classes.

9. Paid Academic Leave – XVIII

(a) Part-Time Assistant and Part-Time Associate Teaching Professors are eligible to receive leaves.

(b) Maximum number of leaves per year is 50;

(c) Paid academic leaves shall be weighted by School in the event of applications exceeding the total number of leaves;

(d) There shall be a hiatus of 6 years between leaves;

(e) No more than 50% of the leaves granted shall be afforded to Part-Time Assistant Professors;

(f) In a department/program of fewer than 10 faculty 1 faculty member shall be eligible to receive a leave in each semester.

(g) In a department/program of more than 10 faculty no more than 1/10 of faculty in each department/program will be eligible to receive a leave in each semester

(h) Application for Paid Academic Leaves shall be as follows: Faculty apply in the spring for the following academic year (fall, spring). Faculty may apply for remaining Paid Academic Leaves after the spring semester, approval will be granted at the discretion of the University. Faculty who currently have summer base load or are about have summer base load may apply for a paid leave in the summer.

10. Mannes

(a) For-credit chamber music courses shall be designated as studio courses;

(b) Full-semester non-credit courses will be counted toward baseload commencing Fall, 2010, with a 2 year lookback prior to Fall, 2010;



(c) A part-time faculty member in a relevant discipline will be invited by the University to attend auditions; and

(d) For the purpose of appropriate room assignment, at the Union's request, the Union and the University will do a walkthrough of Mannes.

11. Labor Management Committee – Article XI

Add: The Labor Management Committee will address the appropriate inclusion and participation of part-time faculty on curriculum committees. The Provost will meet with the Labor Management Committee each semester for a dialogue regarding part-time participation.

Modify: The Union will appoint two faculty representatives on the University Diversity Committee.

Add: The University will recommend that faculty members who make complaints regarding affirmative action and diversity issues notify his/her union of his/her complaint(s).

Add: The University will discuss with the Labor Management Committee plans for new and existing facilities and will solicit concerns and suggestions to be considered during the planning process.

12. Evaluation – Article XIV

Modify A: 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 insure 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.

Add to B.2: Changes to the classroom observation form shall be reviewed and approved by the Labor Management Committee and shall be available on the University website.

Modify B.4: The Chair/Director prepares a written report for the Dean or designee representing the outcome of Department 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.

13. Modify Article XIII C / XIII D



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 who has completed his/her post probationary period.

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 in a school/college, where applicable, will displace the least senior annual Faculty member who has completed his/her post probationary period.

14. Notification of Full-Time Positions -- XII

Add: An email notice will be sent to all part-time 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.

Add: Part-time faculty who apply for advertised positions and who meet the advertised qualifications shall be interviewed. This shall not be subject to grievance and arbitration.

15. Tuition Benefits -- XXXV

Modify: Courses must be taken in the same academic year on a space available basis (excluding "income sharing" courses), or the next academic year, provided the Faculty member has not voluntarily or involuntarily left the University.

16. Childcare Leave

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 with an emergency medical condition. The faculty member will provide his/her 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 the 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.

17. Payroll Statements

Payroll statements will be made available to faculty members online.

18. Union Office

Commencing February 1, 2010 the Union shall be provided an office but which, based upon the needs of the University, may be moved to a different location upon 30 days' notice. The University will provide the Union assistance in moving the office contents to the new location.



19. All designations of “departments” in the Agreement shall be changed to “departments/programs.”

20. Tax Deferred Annuity Plan

Unless he or she declines to be enrolled, newly-hired part-time faculty shall be automatically enrolled into a Tax Deferred Annuity Plan in his or her first month of employment following 30 days of employment. Contributions will be set at 3% of wages into a TIAA/CREF lifecycle fund based on date of birth.

21. Add to Article XIII C / XIII D

(a) Baseload Calculation

Effective Academic Year 2009-2010, baseload shall be calculated based on contact hours (rather than credits). The University will pay a one-time payment to any faculty members who, during the period from September 1, 2005 through August 31, 2009, had baseloads set based on credits and who would have received a higher baseload reduction fee had baseload been calculated based on hours. Those lump sum payments will be equal to the net difference between any baseload remedies actually paid and the baseload remedy that would have been paid had the faculty member’s baseload been based on contact hours.

(b) Unmet Baseload Search Process

In order for faculty to participate in the process to meet annual and multi-year faculty members’ respective baseloads, 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 annual and multi-year faculty members’ respective baseloads.

Upon the request of a faculty member, the University representative(s) responsible for searching for courses to meet that faculty member’s baseload will meet with the faculty member to discuss the search, including Departments/programs to be contacted and name(s) of administrators who shall be contacted.

If the faculty member’s baseload is not met in the following academic year, upon a request from the annual or multi-year faculty member, the University will discuss with the faculty member the steps taken to meet the annual or multi-year faculty member’s baseload.

While the University will make an effort to honor the tentative assignment, such assignments are subject to change prior to issuance of appointments letter for the following academic year.



(c) Add to B.3.c: A faculty member who is teaching in his her 10th semester will have a presumption of reaching Annual status in the eleventh (11) semester provided that there has not been an unsatisfactory evaluation in the tenth (10th) semester.

(d) Add to B.3.e, B.4.c and B.4.j.: Beginning Fall 2010, course base load shall include full semester non-credit courses. Two (2) year look back period for all non-credit courses that previously had not been included in faculty member's base load. Base load reduction fees for Faculty whose base load is made up of exclusively non-credit courses shall be 75% of the equivalent fees for credit and mixed load (credit and non-credit) base load reduction fees.

(e) Modify C. 4 and D.4: The University shall have a continuing obligation to search for a replacement course for a Faculty member still teaching at the University in accordance with pre-appointment replacement rights for up to nine (9) semesters/sessions but in no case more than three (3) academic years.

(f) Modify C.5 and D.5: In the event the Faculty member's base load is not restored within the nine (9) semesters/sessions but in no case more than three (3) 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 will be assigned to it.

(g) Modify J (Calendar): June 1: Deadline for mailing annual appointments to Part-Time Assistant Professors and Part-Time Teaching Associate Professors. Appointment letters will also be available electronically. June 15: Deadline for returning letters sent out June 1. Faculty may confirm appointment electronically. July 1: Deadline for mailing annual appointments to Lecturers with post-probationary status and fall-only appointments to Lecturers with probationary status. Appointment letters will also be available electronically. July 15: Deadline for returning letters sent out July 1. Faculty may confirm appointment electronically.

(h) Summer baseload will be established for Annual and Multi-Year faculty who have taught for-credit courses the previous 2 summers beginning in Fall 2011. The baseload will be established with a lookback of the two previous summer and the baseload for-credit hours is set on the year in which the person worked the most hours.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page. The signature appears to be 'J. S.' and the initials below it are 'JS'.

ARTICLE XXIX: MEDICAL AND DENTAL BENEFITS

A. A Faculty member may elect to participate in the University's medical and dental plans if he or she meets the following criteria:

1. He/she must have taught a minimum of two courses in the previous academic year (including fall, spring and summer terms).
2. Faculty must have worked at the University at least one academic year to be considered Health/Dental eligible. The Faculty member must teach in both the Spring and Fall to maintain coverage. 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 or more courses or the equivalent in teaching activities and earn a minimum in wages equivalent to 90 hours at the non-credit minimum under this Agreement; or have taught two or more courses or the equivalent in teaching activities and earn enough in wages to cover the cost of the employee premium share.

B. Faculty may enroll in the Aetna EPO plan, Aetna 1000 plan, Delta Dental DHMO plan, or comparable benefits in effect as of January 1, 2010.

C. Premium co-pays for the Aetna Exclusive Provider Organization Plan (or comparable benefit plans) are as follows:

1. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay for the EPO coverage effective January 1, 2010:

For Individual Medical Coverage - 20% of premium (for 2010-
\$99.44 monthly)

For Family Medical Coverage - 28% of premium (for 2010-
\$339.70 monthly)

2. Faculty scheduled to teach three or more classes or the equivalent in an academic year shall pay for the EPO effective January 1, 2010:

For Individual Medical Coverage - 16% of premium (for 2010 -
\$79.55 monthly)

For Family Medical Coverage - 24% of premium (for 2010 -
\$291.17)

D. Premium co-pays for the Aetna 1000 plan and the Delta Dental DHMO (or comparable benefit plans) are as follows:

1. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay effective January 1, 2010:

For Individual Medical Coverage - 27% of premium (for 2010 -
\$143.14 monthly)

For Individual Dental Coverage - 54% of premium (for 2010 -
\$11.59 monthly)

2. Faculty scheduled to teach three classes or the equivalent in an academic year shall pay effective January 1, 2010:

For Individual Medical Coverage - 22% of premium (for 2010 - \$116.63 monthly)

For Individual Dental Coverage - 37% of premium (for 2010 - \$7.94)

3. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay effective January 1, 2010:

For Family Medical Coverage - 34% of premium (for 2010 - \$439.81 monthly)

For Family Dental Coverage - 53% of premium (for 2010 - \$26.48 monthly)

4. Faculty scheduled to teach three classes or the equivalent in an academic year shall pay effective January 1, 2010

For Family Medical Coverage - 30% of premium (for 2010 - \$388.07 monthly)

For Family Dental Coverage - 48% of premium (for 2010 - \$23.98 monthly)

E. Eligible Faculty shall be offered the opportunity to participate in the Aetna Medical Insurance and Delta Dental DHMO Insurance plans as of January 1, 2010 or to comparable benefit plans thereafter. 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.

F. While a Faculty member is on a paid leave, 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. While a Faculty member is on an approved unpaid leave, the Faculty member shall pay the full premium under the COBRA provisions. When the Faculty member returns from an approved unpaid leave, the University shall immediately begin paying its portion of the premium. However, if the Faculty member is on an approved unpaid leave of not more than one semester, and the Faculty member participates in the Health Insurance and/or Dental Insurance benefit, the faculty member may continue to participate at his/her employee premium rate by paying the premium to the University or the University's agent on or before the first of each month of coverage under the 10 month payment plan.

G. "Cancelled classes" shall be equivalent to "classes taught" unless the classes are cancelled because the faculty member chooses not to teach the classes.

H. 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 is not also enrolled in the University health plan, and up to the amount the employer would have paid if he or she were in the University health plan.

I. 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.

J. 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 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 plan offered to part time faculty. Grandfathered faculty who move to another 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. 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. Grandfathered faculty may choose to move to another plan offered to part time faculty. Grandfathered faculty who move to another plan offered to part time faculty will lose their grandfathered/great grandfathered status and will pay the same premium as all other part time faculty as outlined herein.

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.

K. Premium Increase Caps

Effective January 1, 2011 and each year thereafter a 9% premium cap will be applied as follows:

1. If either the health or dental insurance companies impose a premium rate increase in excess of the total premium in the prior year, the employee will pay his/her share of the increase up to 9% in the first year.
2. If the rate increase is less than 9%, any unused difference between the new annual rate and 9% will be carried forward, on an aggregate basis, to add to, and be utilized for, the subsequent 9% annual caps in succeeding contract years.
3. If the rate increase in a succeeding calendar year is greater than 9%, the University will pay the additional premium over 9% in that year the increase is imposed. In the following year, if the increase is less than 9% (0% to 8.9%), the aggregate premium percentage increase in excess of 9% 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 9%.