

COLLECTIVE BARGAINING AGREEMENT

Between

NEW YORK UNIVERSITY

and

INTERNATIONAL UNION, UAW, AFL-CIO and LOCAL 7902,  
ADJUNCTS COME TOGETHER, UAW

September 1, 2016 - August 31, 2022

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**AGREEMENT** made effective the 1ST day of September, 2016, between NEW YORK UNIVERSITY, hereinafter termed the "Employer" or "University" and INTERNATIONAL UNION, UAW, AFL-CIO and its LOCAL 7902, ADJUNCTS COME TOGETHER (ACT/UAW), hereinafter termed the "Union," wherein it is mutually agreed as follows:

**ARTICLE I - RECOGNITION**

Pursuant to the Certification of Representative, issued by the National Labor Relations Board in New York University and Adjuncts Come Together, ACT/UAW AFL-CIO, Case No. 2-RC-22522, and in New York University Tandon School of Engineering and Local 7902, Adjuncts Come Together (ACT-UAW), UAW AFL-CIO, Case No. 29-RC-163860, New York University recognizes the International Union, UAW, AFL-CIO and its Local 7902, Adjuncts Come Together (ACT/UAW) as the sole and exclusive bargaining agent for all adjunct or part-time faculty employed by the Employer who provide at least a total of forty (40) contact hours of instruction in one or more courses in an Academic Year (September 1 - August 31), or at least a total of 75 contact hours of individual instruction or tutoring during a semester, including faculty in positions currently designated under Code 112 and any equivalent or successor code to which such faculty may be appointed in the future. Excluded from the unit are all full-time faculty (tenured, tenure-track and non-tenure track),

graduate student employees who have not completed seven years of study in a Ph.D program at NYU, research assistants, Tandon School of Engineering writing center instructors/tutors, undergraduate students, all faculty in the School of Medicine, College of Dentistry and School of Law, and all other employees including Visiting Professors, Visiting Associate Professors, Visiting Assistant Professors, confidential employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act.

**ARTICLE II - BARGAINING UNIT INFORMATION**

The University will provide to the Union each semester a list of all adjunct and part-time faculty, including name, address, home telephone number, e-mail address, gender, race, school, department, payroll code, term of the appointment, job title, unique identifier and compensation as soon as reasonably practicable.

**ARTICLE III - UNION SECURITY AND CHECKOFF**

A. All adjunct or part-time faculty who become employed by the University and covered by this Agreement and who fail voluntarily to acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31)

days after the date of their employment, or after the ratification of this Agreement, whichever is later, an Agency Fee (a service charge as a contribution toward the cost of administration of this Agreement and the representation of adjunct or part-time faculty). The amount of such Agency Fee shall be the equivalent to the amount uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union.

**B.** Payment of union dues and agency fees may be made via the check off procedure provided by this Agreement. The Union shall hold the University harmless for any action taken in connection with this Article or the enforcement thereof.

**C.** Upon receipt of an adjunct's written authorization, the University shall deduct from such adjunct's wages in accordance with this Agreement, such Union Dues or Agency Fees and remit same together with a list of the names of the adjunct or part-time faculty from whose wages deductions were made. The deduction shall be made in the first paycheck of the month. The University agrees to transmit the dues and agency fees deducted to the Union by the tenth (10th) day of the following month. The Union shall have the exclusive right of dues and agency fee

checkoff for all adjunct or part-time faculty covered by the Agreement.

In order for the deductions to be made, the authorization cards must be received by the University's designated representative by the fifteenth (15th) day of the month preceding the month when the checkoff is to begin. The University is not required to make retroactive deductions if an employee is out on an unpaid leave of absence or other unpaid status.

The Union will provide to the University a suitable form, signed by an adjunct or part-time faculty, for the authorization of payroll deductions. The Union will provide to the University a dues authorization form suitable to be transmitted electronically by the University to adjunct faculty after hire.

**D.** Each semester as soon as practicable but no later than 30 days after the start of the semester, the University will provide a mutually agreeable notice from the Union to all newly appointed adjunct faculty of the Union's adjunct orientation session. The meeting space for such will be provided by the University in accordance with Article XI.

E. The University will provide all new adjunct faculty with an appropriate packet at or about the time that other payroll documents are supplied. The packet shall be supplied by the Union.

**ARTICLE III(A) - Voluntary Community Action Program (V-CAP)**

Effective October 1, 2012, 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 an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provision of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.

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. 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.

The University agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, UAW. The University agrees to furnish UAW V-CAP with the names of those employees for whom deductions have been made.

#### **ARTICLE IV - APPOINTMENTS**

**A.** Appointment to an adjunct or part-time faculty position may be made only by an authorized representative of the University. Such appointment shall be made for a particular course(s) only.

**B.** Scheduled courses may be cancelled prior to the start of the course due to insufficient enrollment or for academic, programmatic or budgetary reasons. If a course is cancelled after it begins, the adjunct or part-time faculty member shall be paid ten percent (10%) of the compensation for the course for preparation and an additional proportional amount for actual class hours taught. Effective September 1, 2017, if a course is cancelled after it begins, the adjunct or part-time faculty member shall be paid twenty percent (20%) of the compensation



for the course for preparation and an additional proportional amount for actual class hours taught.

C. 1(a) Each Fall and Spring semester, the Union may nominate at least five (5) adjunct faculty who are members of the bargaining unit in the subject semester, to serve as Adjunct Representatives. Of those nominated, the University will appoint four (4) Adjunct Representatives to assist members of the bargaining unit, including those teaching at Tandon School of Engineering, with issues concerning administration of this collective bargaining agreement. Should the adjunct decline the appointment, the University shall appoint one of the other Union nominees. These adjunct faculty will receive an appointment as an Adjunct Representative and shall be relieved of any teaching responsibilities in connection with this additional appointment. Their teaching or other responsibilities for their other required adjunct appointment(s) shall be unaffected. Adjunct Representatives will be required to attend meetings called by the University's Assistant Vice President for Employee Relations or other designated University representative, up to four (4) times in each of the Fall and Spring semesters to review and discuss issues concerning administration of this collective bargaining agreement. An Adjunct Representative shall receive,

for each such appointment, gross compensation as set forth in paragraph 2(f), less required deductions.

**1(b)** Each Summer semester, the Union may nominate at least five (5) adjunct faculty to serve as an Adjunct Representative for the Summer semester, with the same duties and responsibilities as set forth in the preceding paragraph. The University shall select four (4) of those nominated as Adjunct Representatives for the Summer semester to assist members of the bargaining unit, including those teaching at Tandon School of Engineering, with issues concerning administration of this collective bargaining unit. The Adjunct Representatives, for each Summer semester appointment, shall receive gross compensation as set forth in paragraph 2(f), less required deductions.

**2.** The following conditions apply to the nomination and appointment of an Adjunct Representative:

**(a)** The Adjunct Representative must have been appointed as an adjunct faculty member and be a member of the bargaining unit at the time of his/her Adjunct Representative appointment.

(b) In carrying out the duties of an Adjunct Representative, there can be no disruption or interference with the normal functioning of University classes and operations. This shall not restrict the Adjunct Representative's right to engage in protected concerted activity.

(c) Notwithstanding any other provision of this Agreement, an appointment as an Adjunct Representative, and its associated compensation, shall not be taken into account for any other purpose under this Agreement, except that otherwise eligible Adjunct Representatives shall have this compensation included for purposes of the Adjunct Annuity Plan under Article XIX (B) of the Agreement, and, if serving as Adjunct Representative for all three (3) semesters in an Academic Year, shall be credited with 126 contact hours for purposes of Health Insurance under Article XX of the Agreement.

(d) For appointment for the Fall semester, the Union must notify the University's Office of Employee Relations of the identities of those nominated for appointment as Adjunct Representatives by the preceding July 1; for appointment for the Spring semester, such notification must be made by the preceding December 1; for appointment for the Summer semester, such notification must be made by the preceding April 1.

Appointments will be made July 15, December 15, and April 15, respectively.

(e) The Union may nominate a substitute should an Adjunct Representative position become vacant, who shall be entitled to pro rata compensation.

(f) Adjunct Representatives will receive the following compensation:

	<b>Fall</b>	<b>Spring</b>	<b>Summer</b>
Academic Year 2016-2017	\$6,989.00	\$6,989.00	\$3,495.00
Academic Year 2017-2018	\$7,303.50	\$7,303.50	\$3,652.28
Academic Year 2018-2019	\$7,493.50	\$7,493.50	\$3,747.00
Academic Year 2019-2020	\$7,699.50	\$7,699.50	\$3,850.00
Academic Year 2020-2021	\$7,915.10	\$7,915.10	\$3,957.80
Academic Year 2021-2022	\$8,132.80	\$8,132.80	\$4,066.60

**ARTICLE V - PROBATIONARY PERIOD**

Each adjunct or part-time faculty shall be on a probationary status during the first four (4) semesters of employment. During the probationary period, the University may discharge any such adjunct or part-time faculty and such discharge shall not be subject to the grievance or arbitration provisions of the Agreement. Extensions of the probationary period may be agreed upon by the University and the Union.

**ARTICLE VI - UNIVERSITY SERVICE**

A. Adjunct or part-time faculty who are no longer probationary will receive good faith consideration for re-appointment to courses offered by the University, which are to be taught by adjunct or part-time faculty, where he/she has previously taught the course.

B. Adjunct or part-time faculty who decline two (2) consecutive offers to teach will no longer be eligible for the status referred to in paragraph A.

C. Notwithstanding the foregoing provisions of this Article, the University may appoint or retain distinguished, noteworthy or accomplished persons for adjunct or part-time faculty appointments on a priority basis.

**ARTICLE VII - ACADEMIC FREEDOM**

A. The customary norms of academic freedom prevail at New York University.

B. Academic freedom shall include free discussion of material relevant to a course that an adjunct or part-time faculty member has been assigned to teach consistent with the established curriculum parameters.

C. Teachers are entitled to freedom in the classroom in discussing their subject, but they should not introduce into their teaching controversial matter that has no relation to their subject. Teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but this special position in the community imposes special obligations. As men and women of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they at all times should be accurate, should exercise appropriate restraint, should show respect for the opinions of others and for the established policy of their institution, and while properly identifying themselves to outside audiences as associated with the University should clearly indicate that they are not institutional spokespeople unless specifically commissioned to serve in such a capacity.

**ARTICLE VIII - UNIVERSITY EMPLOYMENT POLICIES**

Information regarding University-wide employment policies applicable to adjunct and part-time faculty, and any amendments, will be posted on the University's internet website. Adjunct and part-time faculty shall have access to the information

services of the University's Human Resources department on the same basis as full-time employees.

**ARTICLE IX - OBSERVATION POLICIES AND STUDENT EVALUATIONS**

A. A copy of any School, Department and/or Program written policies regarding classroom observation of adjunct and part-time faculty, as they may exist from time to time, will be made available upon request. Any such policy must provide for reasonable pre-observation notice to the adjunct or part-time faculty and, upon request, for a post-observation conference with the observer.

B. In the case of an unsatisfactory observation, the adjunct faculty member may request a second observation by another observer, schedule permitting, which may occur with or without notice.

C. Student Evaluations are for the purpose of improving the performance of the adjunct faculty. Adjunct faculty may request copies of his/her student evaluations. Student evaluations will not be submitted post-grades. Adjunct faculty may request a conference with an appropriate department representative to discuss or review the contents of any student

evaluation. Such conference shall be held within a reasonable time.

**ARTICLE X - RE-APPOINTMENT PROCEDURES AND CONTINUED SERVICE**

A. Subject to the provisions of paragraph B:

1 (a) An employee with prior good performance as an eligible adjunct in the same department of a School of the University for not fewer than two semesters (Fall, Spring or Summer) in each of the three (3) consecutive Academic Years immediately preceding a re-appointment, shall be notified by that University department no later than May 21 of any appointment for the following Fall and/or Spring semesters. Such notification of re-appointment shall be subject to cancellation due to insufficiency of registration, course cancellation or changes in curriculum in each semester. If such employee is not re-appointed to an adjunct position for other reasons, he/she shall receive termination pay equivalent to the monetary compensation he/she received for the most recent Academic Year. By mutual agreement between the adjunct and the department, in lieu of any termination pay, the adjunct may accept a terminal teaching assignment for up to two (2) semesters.



(b) An employee with prior good performance as an eligible adjunct in the same department of a School of the University for six (6) consecutive semesters (Fall-Spring-Summer-Fall-Spring-Summer) during the two (2) Academic Year period immediately preceding a re-appointment shall be notified by that University department no later than May 21 of any appointment for the following Fall and Spring semesters. Such notification of re-appointment shall be subject to cancellation due to insufficiency of registration, course cancellation or changes in curriculum in each semester. If such employee is not reappointed to an adjunct position for other reasons, he/she shall receive termination pay equivalent to the monetary compensation he/she received for the most recent Academic Year. By mutual agreement between the adjunct and the department, in lieu of any termination pay, the adjunct may accept a terminal teaching assignment for up to three (3) semesters.

(c) For those adjuncts eligible under this article, any notice of re-appointment for a Summer semester shall be made no later than March 21 preceding the Summer semester.

2. An employee with prior good performance as an eligible adjunct in the same department of a School of the

University in the Fall, Spring or Summer semesters for each of the six (6) consecutive academic years immediately preceding a re-appointment, shall be notified by that University department no later than May 21 of appointment for one (1) semester in the following Academic Year if appointment is to be in the Fall or Spring semester. Such notification of re-appointment, shall be subject to cancellation due to insufficiency of registration, course cancellation or changes in curriculum each semester. If such an employee is not re-appointed to an adjunct position for other reasons, he/she shall receive termination pay equivalent to the monetary compensation he/she received for the previous semester's appointment as an adjunct. By mutual agreement between the adjunct and the department, in lieu of any termination pay, the adjunct may accept a terminal teaching assignment for one semester.

3. Effective for appointments in Academic Year 2019-2020, the March 21<sup>st</sup> and May 21<sup>st</sup> appointment letters shall include the applicable contact hour rate for any such appointment.

B. In order to be eligible and as a condition precedent to receiving re-appointment or termination pay under paragraph A, an adjunct or part-time faculty member must notify the Chair

of his/her department, or, in the absence of a Chair, other appropriate University administrator, of his/her request to teach for the following Academic Year, and of his/her qualification under the provisions of paragraph A. Such notification must be in writing and be received no later than the preceding December 15.

Electronic mail notice of the December 15 deadline will be distributed to adjunct faculty's NYU electronic mail addresses at least two (2) weeks prior to December 15.

C. For purposes of this Article, any Winter Intersession appointment shall be deemed to be Spring Semester appointment.

D. 1. An adjunct who qualifies for the benefits in this Article X, section (A) (1) and who has had appointments for two semesters in each of the previous five (5) Academic Years, may decline a re-appointment for any three (3) consecutive semesters (Fall-Spring-Summer) and still retain the privileges of Article X, section (A) (1).

2. An adjunct who qualifies for the benefits in this Article X, section (A) (2) and who has had appointments in one semester for eight (8) consecutive Academic Years, may decline a

re-appointment for any one (1) semester and still retain the privileges of Article X, section (A) (2).

3. An additional extension of one semester for an adjunct to decline reappointment and still retain the rights under this Article X due to illness may be granted for one semester but shall not be unreasonably denied. Further extensions for an adjunct to decline reappointment and still retain rights under this Article X due to illness shall be at the University's discretion.

E. An adjunct who qualifies for the benefits in this Article X, Sections A and B and whose contact hours are reduced from the previous Academic Year by more than fifty-percent (50%) may at his/her option, decline any appointment as an adjunct and accept full termination pay in lieu thereof.

F. For any adjunct who qualifies for the benefits in this Article X, Sections A and B, and who has served as an adjunct faculty member for at least six (6) consecutive Academic Years, any termination pay due and owing the adjunct faculty member shall be increased by ten-percent (10%).

**ARTICLE XI - SPACE AND FACILITIES**

A. The parties recognize the importance of adequate space and facilities in accomplishing the educational mission of the University.

B. Adjunct faculty teaching credit or non-credit courses shall have reasonable access to shared desk and file space and computers and reasonable access to printers/scanners consistent with school or department policy, as applicable. Such faculty also shall have access to University e-mail accounts, voice mail, and the learning management system(s) used by the University. A "learning management system" (LMS) is defined as a digital platform used by faculty to provide course (instructional) content to NYU students. If a specific LMS is used only for a specific program, access to such LMS shall only be granted to those adjuncts appointed to teach courses in that specific program. Adjunct faculty shall not be required to conduct classes or instruction in his/her private residence or office.

C. A joint committee, consisting of two (2) university representatives and two (2) union representatives may meet up to four (4) times per Academic Year to consider issues relating to space and facilities for adjunct faculty. The joint committee

shall specifically discuss issues that arise concerning adjunct faculty's ability to access Albert, or any successor application, prior to the semester in which they are appointed to teach.

D. The University will, upon request of the Union no more than six (6) times per Academic Year, make available a suitable meeting space for general union membership meetings. Union requests must be made no later than ten (10) business days prior to the desired meeting date.

E. The Union may have an information table for a one-hour period both before and after an orientation for adjuncts. The information table is to be provided by the University and shall be on the same floor and in close proximity to the orientation, barring any safety issues posed by such placement.

#### **ARTICLE XII - ACCESS TO FACILITIES**

Adjunct and part-time faculty shall have access to University Libraries, Faculty and Staff Assistance Program, the NYU Federal Credit Union and NYU Transportation System on the same basis as these facilities may be available to full-time members of the University faculty.

**ARTICLE XIII - PROFESSIONAL DEVELOPMENT FUND**

**A.** The University shall establish an Adjunct Faculty Professional Development Fund. The amount of one hundred fifty-thousand dollars (\$150,000.00) shall be designated for the Fund for Academic Years 2016-2017 and 2017-2018 [effective Academic Year 2018-2019, one hundred eighty-seven thousand, five hundred dollars (\$187,500.00)], such amount to be reasonably and equitably distributed among the Schools and Colleges of the University employing adjunct faculty. Adjunct and part-time faculty may apply to the Dean of the appropriate School or College for a grant of up to one thousand dollars (\$1000.00) [effective Academic Year 2018-2019, up to one thousand two hundred fifty dollars (\$1,250.00)] to support attendance at an academic conference, meeting or other relevant professional development activity. Any individual adjunct faculty may not receive more than one (1) grant each Academic Year. Approvals of grant applications will not be unreasonably withheld.

**B.** Professional Development Funds unused in one Academic Year will be carried over to the next Academic Year provided that at any time the total amount available shall not be more than \$20,000.00 over the annual allotment.1

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Illustrative Example: At the end of academic year 2016-2017, \$25,000 remains in the fund unused - therefore \$20,000.00 would be carried over for a total of \$170,000.00 available in academic year 2017-2018. If at the end of academic year 2017-2018,

C. The University and the Union will constitute a committee to develop an equitable system for distributing funds among schools and semesters.

**ARTICLE XIV - PERSONNEL FILES**

A. Within one (1) year after the effective date of the May 20, 2004 Agreement, a personnel file will be maintained for adjunct or part-time faculty.

B. An adjunct or part-time faculty member, subject to paragraph C, may examine and copy the contents of his/her personnel file by appointment with reasonable notice once an Academic Year. A union representative, having written authorization from the unit member concerned, may examine and copy the personnel file of a unit member once an Academic Year, subject to the same terms and conditions.

C. Material regarding peer evaluations or recommendations for appointments and/or promotions, are not subject to examination or copying.

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\$35,000.00 remains in the fund, \$20,000.00 would be carried over for a total of \$207,500.00 available in the academic year 2018-2019.



D. If disciplinary action is reduced to writing by a supervisor, the writing shall be signed, dated, placed in the adjunct or part-time faculty member's personnel file and a copy provided immediately to the faculty member. The adjunct or part-time faculty member shall sign the writing to acknowledge receipt, but such signature shall not be construed as agreement or disagreement with the contents. The unit member shall have the right to dispute the contents by placement of the adjunct or part-time faculty member's response in the file.

**ARTICLE XV - HEALTH AND SAFETY**

A. In compliance with University health and safety policies and procedures, the University shall make reasonable attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.

B. Two University representatives and two Union representatives, at the request of either party, will meet at a mutually agreeable time and place, twice during each contract year, to discuss matters relating to health and safety.

**ARTICLE XVI - NON-DISCRIMINATION**

A. There shall be no discrimination against present or future employees by reason of race, religion, creed, citizenship status, color, national origin, sex, sexual orientation, gender identity, age, disability, marital or parental status, veteran status, union activity or any characteristic or factor protected by the law, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. '1981, the Equal Pay Act, Title VI of the Civil Rights Act of 1964, the Vocational Rehabilitation Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, the New York City Human Rights Law, the National Labor Relations Act or any similar or related laws, rules, and/or regulations, under statutory or common law.

B. Any grievance claiming a violation of this Article may be initiated at Step 3 of the grievance procedure.

C. The University's Sexual Harassment policy will be prominently posted.

**ARTICLE XVII - DISCIPLINE AND DISCHARGE**

A. The University may discharge or discipline an adjunct or part-time faculty member during the term of his/her employment for just cause. "Discipline" or "discharge" means termination of an adjunct or part-time faculty member's employment or suspension with loss of pay. In the event that the University relies upon previous warnings to justify disciplinary action, the Union may include the previous warnings as part of the grievance.

B. The Union shall be sent a copy of any written suspension or discharge notice within two (2) business days of the time it is issued. Failure to send such copy to the Union shall not serve as the basis to challenge or void the suspension or discharge.

**ARTICLE XVIII - COMPENSATION**

Adjunct and part-time faculty shall receive compensation as provided in the following schedule:

**A. Definitions**

1. "Contact Hour" - A 50 to 60 minute period devoted to classroom/laboratory or analogous setting instruction for a group of students.

2. "Credit Courses" - Scheduled contact hours carrying academic credit toward an associates, bachelors, masters or doctoral degree.

3. "Non-Credit Courses" - Scheduled contact hours not carrying academic credit toward an associates, bachelors, masters or doctoral degree.

The University, in its discretion, may pay compensation above the minimum rates to any adjunct or part-time faculty.

**B. Academic Year 2016-2017**

All eligible adjunct faculty for the bargaining unit during Academic Year 2016-2017 shall receive a one-time gross payment of \$600.00. This one-time payment shall not become part of any base rate, nor shall it be used for calculation of any benefit under the agreement. The one-time payment shall be made by the University no later than sixty (60) days after this Memorandum of Agreement has been ratified and the University receives written notice from the Union of such ratification. For adjunct faculty who become eligible for this one-time payment during the Summer 2017 semester, the University shall make such one-time payment no later than sixty (60) days after August 13, 2017 (the end of the Summer 2017 session).

**C. Academic Year 2017-2018**

Effective September 1, 2017, all employees shall receive the following minimum rates, or an increase to their rate of compensation as specified below, whichever is higher:

- (a) Credit Courses in Degree Programs - Minimum Rates Per Scheduled Contact Hour - Lecture and Laboratory Courses:
  - (i) \$134.00 or an increase of \$5.75 per contact hour, whichever is higher.
- (b) Performing/Studio Arts Instruction - Minimum Rates Per Scheduled Contact Hour:
  - (i) \$109.00 or an increase of \$5.75 per contact hour, whichever is higher.
- (c) Individual, Group or Ensemble Lessons - Minimum Rates per Scheduled Contact Hour:
  - (i) \$87.75 or an increase of \$5.75 per contact hour, whichever is higher.
- (d) Independent Study Supervision - Minimum Rates Per Credit Hour Per student Per Semester:
  - (i) \$163.00 or an increase of 4.5%, whichever is higher.
- (e) Non-Credit Courses - Minimum Rates Per Scheduled Contact Hour:
  - (i) \$83.75 or an increase of \$5.75 per contact hour, whichever is higher.

**D. Academic Year 2018-2019**

1. Effective September 1, 2018, all employees shall receive the following minimum rates or an increase to their rate of compensation as specified below, whichever is higher:

- (a) Credit Courses in Degree Programs - Minimum Rates Per Scheduled Contact Hour - Lecture and Laboratory Courses:
  - (i) \$137.50 or an increase of \$3.50 per contact hour, whichever is higher.
- (b) Performing/Studio Arts Instruction - Minimum Rates Per Scheduled Contact Hour:
  - (i) \$114.00 or an increase of \$5.00 per contact hour, whichever is higher.
- (c) Individual, Group or Ensemble Lessons - Minimum Rates per Scheduled Contact Hour:
  - (i) \$91.25 or an increase of \$3.50 per contact hour, whichever is higher.
- (d) Independent Study Supervision - Minimum Rates Per Credit Hour Per student Per Semester:
  - (i) \$166.50 or an increase of 2.60%, whichever is higher.
- (e) Non-Credit Courses - Minimum Rates Per Scheduled Contact Hour:
  - (i) \$87.25 or an increase of \$3.50 per contact hour, whichever is higher.

**E. Academic Year 2019-2020**

1. Effective September 1, 2019, all employees shall receive the following minimum rates or an increase to their rate of compensation as specified below, whichever is higher:

(a) Credit Courses in Degree Programs - Minimum Rates Per Scheduled Contact Hour - Lecture and Laboratory Courses:

(i) \$141.25 or an increase of \$3.75 per contact hour, whichever is higher.

(b) Performing/Studio Arts Instruction - Minimum Rates Per Scheduled Contact Hour:

(i) \$118.75 or an increase of \$3.75 per contact hour, whichever is higher.

(c) Individual, Group or Ensemble Lessons - Minimum Rates per Scheduled Contact Hour:

(i) \$95.00 or an increase of \$3.75 per contact hour, whichever is higher.

(d) Independent Study Supervision - Minimum Rates Per Credit Hour Per student Per Semester:

(i) \$170.25 or an increase of 2.75%, whichever is higher.

(e) Non-Credit Courses - Minimum Rates Per Scheduled Contact Hour:

(i) \$91.00 or an increase of \$3.75 per contact hour, whichever is higher.

**F. Academic Year 2020-2021**

1. Effective September 1, 2020, all employees shall receive the following minimum rates or an increase to their rate of compensation as specified below, whichever is higher:

**(a)** Credit Courses in Degree Programs - Minimum Rates Per Scheduled Contact Hour - Lecture and Laboratory Courses:

(i) \$145.25 or an increase of \$4.00 per contact hour, whichever is higher.

**(b)** Performing/Studio Arts Instruction - Minimum Rates Per Scheduled Contact Hour:

(i) \$124.00 or an increase of \$5.25 per contact hour, whichever is higher.

**(c)** Individual, Group or Ensemble Lessons - Minimum Rates per Scheduled Contact Hour:

(i) \$99.00 or an increase of \$4.00 per contact hour, whichever is higher.

**(d)** Independent Study Supervision - Minimum Rates Per Credit Hour Per student Per Semester:

(i) \$174.25 or an increase of 2.80%, whichever is higher.

**(e)** Non-Credit Courses - Minimum Rates Per Scheduled Contact Hour:

(i) \$95.00 or an increase of \$4.00 per contact hour, whichever is higher.



**G. Academic Year 2021-2022**

1. Effective September 1, 2021, all employees shall receive the following minimum rates or an increase to their rate of compensation as specified below, whichever is higher:

- (a) Credit Courses in Degree Programs - Minimum Rates Per Scheduled Contact Hour - Lecture and Laboratory Courses:
  - (i) \$149.25 or an increase of \$4.00 per contact hour, whichever is higher.
- (b) Performing/Studio Arts Instruction - Minimum Rates Per Scheduled Contact Hour:
  - (i) \$128.00 or an increase of \$4.00 per contact hour, whichever is higher.
- (c) Individual, Group or Ensemble Lessons - Minimum Rates per Scheduled Contact Hour:
  - (i) \$103.00 or an increase of \$4.00 per contact hour, whichever is higher.
- (d) Independent Study Supervision - Minimum Rates Per Credit Hour Per student Per Semester:
  - (i) \$178.25 or an increase of 2.75%, whichever is higher.
- (e) Non-Credit Courses - Minimum Rates Per Scheduled Contact Hour:
  - (i) \$99.00 or an increase of \$4.00 per contact hour, whichever is higher.

**H. Gallatin School of Individualized Study**

The following minimum rates are applicable to adjunct faculty in the Gallatin School of Individualized Study:

**(a) Internship Supervision(Per Student, Per Semester):**

September 1, 2017- \$156.97 (1st credit); \$71.84(each additional credit). Or 4.5% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2018- \$161.05 (1st credit); \$73.71(each additional credit). Or 2.60% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2019- \$165.48 (1st credit); \$75.74(each additional credit). Or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2020- \$170.11 (1st credit); \$77.86(each additional credit). Or 2.80% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2021- \$174.79 (1st credit); \$80.00(each additional credit). Or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

**(b) Individual Student Advisement (Per Student Per Semester):**

September 1, 2017- \$226.13, or 4.5% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2018- \$232.01, or 2.60% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2019- \$238.39, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2020- \$245.06, or 2.80% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2021- \$251.80, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

(c) Colloquia:

September 1, 2017- \$78.49, or 4.5% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2018- \$80.53, or 2.60% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2019- \$82.74, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2020- \$85.06, or 2.80% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2021- \$87.40, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

(d) Thesis Advisor:

September 1, 2017- \$375.11, or 4.5% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2018- \$384.86, or 2.60% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2019- \$395.44, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2020- \$406.51, or 2.80% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2021- \$417.69, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

**(e) Thesis Committee:**

September 1, 2017 - \$156.97, or 4.5% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2018 - \$161.05, or 2.60% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2019 - \$165.48, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2020 - \$170.11, or 2.80% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2021 - \$174.79, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

**I. Silver School of Social Work**

1. The following rate is applicable to adjunct faculty in the Silver School of Social Work:

**(a) Field Learning Supervisor - Rate Per Day**

Effective :

September 1, 2017 - \$255.63 per day, or 4.5% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2018 - \$262.28 per day, or 2.60% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2019 - \$269.49 per day, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2020 - \$277.04 per day, or 2.80% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2021 - \$284.66 per day, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

**J. College of Nursing - Clinical Instruction - Per Contact Hour:**

Effective

September 1, 2017 - \$99.42, or 4.5% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2018 - \$102.00, or 2.60% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2019 - \$104.80, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2020 - \$107.73, or 2.80% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2021 - \$110.69, or 2.75% above the adjunct faculty member's previous rate, whichever is higher.

**K. Other Academic Duties** - Evaluations, Auditions, Advisement, Portfolio Reviews and Similar/Like Assignments, and Course Development.

1. Effective September 1, 2017, the minimum rates applicable to such duties shall be increased by the following increase to the adjunct faculty member's previous rate of compensation excluding Course Development and Course Conversion (which is addressed separately below):

<u>Effective</u>		
September 1, 2017	-	4.50%
September 1, 2018	-	2.60%
September 1, 2019	-	2.75%
September 1, 2020	-	2.80%
September 1, 2021	-	2.75%

A Union-University Equity Committee will be established regarding Other Academic Duties. The Committee shall be comprised of two Union representatives (one Union representative shall be an Adjunct Representative (as per Article IV)) and two University representatives. This Committee shall meet at least two (2) times an academic year, beginning January 2018. The

Committee's charge is as follows: to review and endeavor to categorize with some uniformity Other Academic Duties, as defined in the contract, across departments and schools, as well as make recommendations on possible changes to compensation and categorization of such Other Academic Duties, recognizing that the parties are not obligated to adopt the Committee's recommendations. The Committee's discussions and recommendations are not binding on either the University or the Union and cannot be used in any grievance or arbitration proceeding under Article XXII. The parties may agree to adopt any proposed recommendations, subject to the approval of their respective governing bodies.

2. Definition: "Course Development" - the development of or building of new content for a credit or non-credit course that has not been previously offered by the University in any format.

3. Effective September 1, 2017, Minimum rate for Course Development is as follows:

Credit course (in any format):

\$1500 per course

Non-Credit Course (in any format):

\$500 for courses 28 contact hours or less

\$1,000 for courses more than 28 contact hours

Effective September 1, 2018, the minimum rates for Course Development shall be increased by the following increase:

September 1, 2018	2.6%
September 1, 2019	2.75%
September 1, 2020	2.80%
September 1, 2021	2.75%

Both the adjunct faculty and the University must agree, in writing, that the adjunct has been engaged to develop a specific course, and payment shall not be due until the course has been delivered. Delivered, as used in the previous sentence, shall not be construed as to mean the course being offered and/or taught. An approved form must be completed by both the adjunct and the University in order for an adjunct to be eligible for Course Development pay under this Article. Such form shall include, at a minimum, the name of the course to be developed, the adjunct faculty's name, the School engaging the adjunct, the payment amount, and signatures of both the adjunct faculty and an authorized University signatory. Any other details of the course development, including but not limited to other forms required by a School and how the course shall be delivered, shall be addressed individually between the adjunct and the School.

4. Definition: "Course Conversion" - the conversion by an adjunct of a course taught by the adjunct in an in-person



format to an on-line format, at the direction and/or approval of the University. An approved form must be completed by both the adjunct and the University in order for an adjunct to be eligible for Course Conversion pay under this Article. Such form shall include, at a minimum, the name of the course to be converted, the adjunct faculty's name, the School engaging the adjunct, the payment amount, and signatures of both the adjunct faculty and an authorized University signatory. Any other details of the course conversion, including but not limited to other forms required by a School, shall be addressed individually between the adjunct and the School.

Effective September 1, 2017, minimum rate for Course Conversion is as follows:

Credit course (in any format):

\$1500 per course

Non-Credit Course (in any format):

\$500 for courses 28 contact hours or less

\$1,000 for courses more than 28 contact hours.

L. Effective October 1, 2012, adjunct faculty will receive itemized pay statements and will be eligible to make voluntary pre-tax contributions to the University's Wage Works Commuter Program.

**ARTICLE XIX - ANNUITY PLANS**

**A.** Adjunct and part-time faculty are eligible to participate in the NYU Supplemental Tax Deferred Annuity Plan ("Plan"). Rights and obligations under the Plan are governed exclusively by the relevant legal Plan documents.

**B.** The University established an Adjunct Annuity Plan (with the same investment options available to full-time faculty) effective December 1, 2008. For those adjunct faculty teaching during one semester (Fall, Spring or Summer) in each of the previous three (3) Academic Years, the University will contribute 6% of the adjunct's immediately previous Academic Year compensation to the adjunct faculty's account annually on or about the following December 1.

A winter intersession appointment shall be deemed to be a Spring semester appointment.

**ARTICLE XX - HEALTH INSURANCE**

Adjunct and part-time faculty who meet the eligibility requirements described below may annually apply to obtain available health insurance coverage.

**A. Eligibility for insurance.** Adjunct and part-time faculty who teach a minimum of 84 contact hours during an Academic Year (Fall, Spring or Summer) or a minimum of 150 hours of individualized instruction in an Academic Year (with a minimum of 75 hours of such individualized instruction each in two semesters) (Fall, Spring or Summer) (Eligibility Requirements) may apply for health insurance coverage through any United Healthcare Point-of-Service Plan or its reasonable equivalent in which the University, from time to time, may participate and which is available to the University's full-time faculty. Such health insurance will be effective in the calendar year following the Academic Year during which the Eligibility Requirements were met.

Beginning with open enrollment for calendar year 2018 health insurance benefits, adjunct faculty who meet the eligibility requirements, may apply for health insurance coverage through the United HealthCare Point-of-Service plans (Value and Advantage plans), or their reasonable equivalents, in which the University, from time to time, may participate and which are available to the University's full-time faculty.

The Health Maintenance Organization (HMO) plans will be eliminated effective December 31, 2017.

1. The Open Enrollment period for application for health insurance coverage through any HMO [effective calendar year 2018, a United Healthcare Point-of-Service plan, or its reasonable equivalent] shall be conducted in or about October of each year, or in or about the time the open enrollment period is conducted for full-time faculty.

2. Adjunct and part-time faculty may apply for health insurance coverage each year during the Open Enrollment period.

3. Those adjunct and part-time faculty who meet the criteria and apply for health insurance coverage may participate in an HMO [effective calendar year 2018, a United Healthcare Point-of-Service plan, or its reasonable equivalent] for the calendar year beginning on January 1 following the Open Enrollment period, subject to the terms and conditions of the HMO [and effective calendar year 2018, United Healthcare Point-of-Service] insurance policies.

4. There is a one-year qualification period. After qualifying, adjunct faculty must have an appointment for the next Academic Year in order to participate. Adjunct faculty who

are employed for one year and do not obtain an appointment for the next Academic Year are not qualified to participate.

Service which occurred prior to the effective date of the collective bargaining agreement may satisfy the qualification period.<sup>2</sup>

A winter intersession appointment shall be deemed to be a Spring semester appointment.

5. Adjunct and part-time faculty who apply for an HMO or HIP Insurance Plan [effective calendar year 2018, United Healthcare Point-of-Service plan] must execute a certification in the form set forth below at the time each application is made.

(a) The certification shall provide as follows:  
I [faculty name] certify that I am not eligible to participate in any subsidized group insurance coverage through my employment other than with the University.

(b) Should the University determine that a faculty member's certification is inaccurate, the University shall cease to make contributions toward the HMO or HIP

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<sup>2</sup> Insurance coverage to be provided on a "look back" basis; for example, service rendered in Academic Year 2016 - 2017 shall determine eligibility for one year of coverage effective January 1, 2018.

Insurance Plan [effective calendar year 2018, United Healthcare Point-of-Service plan].

**B. Cost of health insurance coverage.** Adjunct and part-time faculty who meet the above criteria and apply for health insurance coverage through an HMO [effective calendar year 2018, United Healthcare Point-of-Service plan] shall pay a portion of the premium cost of such health insurance pursuant to the terms set forth below.

1. For adjunct and part-time faculty who teach a minimum of 84 contact hours during the Fall, Spring and/or Summer of an Academic Year (or 150 hours of individualized instruction, with a minimum of 75 hours each in two of the Fall, Spring and/or Summer semesters), the University shall make the following contributions towards premiums:

(a) The University shall pay either (i) 50% of the cost of individual coverage, or (ii) 60% of the cost of individual coverage, provided it is to be applied toward family/dependent coverage.

Beginning in calendar year 2019, this subsidy category shall be as follows:

For adjunct and part-time faculty who teach a minimum of 56 contact hours (and less than 126 contact hours) during the

Fall, Spring and/or Summer of an Academic Year (or 150 hours of individualized instruction during the Academic Year, with a minimum of 75 hours in at least one semester), the University shall make the following contributions towards premiums:

(a) The University shall pay either (i) 50% of the cost of individual coverage, or (ii) 60% of the cost of individual coverage, provided it is to be applied toward family/dependent coverage.

2. For adjunct and part-time faculty who teach a minimum of 126 contact hours during the Fall, Spring or Summer semesters of an Academic Year (or 225 hours of individualized instruction, with a minimum of 75 hours each in two of the Fall, Spring and Summer semesters), the University shall make the following contributions towards premiums:

(a) The University shall pay either (i) 75% of the cost of individual coverage, or (ii) 85% of the cost of individual coverage, provided it is to be applied toward family/dependent coverage.

3. For Adjunct and part-time faculty who teach a minimum of 168 contact hours during the Fall, Spring or Summer

semesters of an Academic Year, the University shall make the following contributions towards premiums:

(a) The University shall pay either (i) 75% of the cost of individual coverage, or (2) 100% of the cost of individual coverage, provided it is to be applied toward family / dependent coverage.

C. Eligibility for Aetna Health Maintenance Organization [effective calendar year 2018, UnitedHealthcare Point of Service Value plan] insurance. Adjunct and part-time faculty in the bargaining unit who do not meet the Eligibility Requirements may apply for health insurance coverage through an Aetna HMO [effective calendar year 2018, United Healthcare Value plan] for adjunct and part-time faculty in which the University, from time to time may participate, to obtain either individual or family/dependent coverage.

1. Those who are eligible for the bargaining unit but who do not meet the qualifying service criteria for coverage may participate in the existing Aetna HMO [effective calendar year 2018, United Healthcare Value Plan] Insurance Plan for Adjunct faculty as long, and on such terms, as the program may



exist from time to time, for both individual and family coverage. There is no University contribution toward this plan.

2. The Open Enrollment period for application for health insurance coverage through any Aetna HMO [effective calendar year 2018, United Healthcare Value Plan] Insurance Plan shall be conducted in or about October of each year, or at such other times as determined by Aetna [effective calendar year 2018, United Healthcare] or the University.

3. Adjunct and part-time faculty may apply for health insurance coverage during the Open Enrollment period.

4. Those adjunct and part-time faculty whose application for health insurance coverage are accepted may participate in the Aetna HMO [effective calendar year 2018, United Healthcare Value Plan] Insurance Plan for a calendar year beginning on January 1 following the Open Enrollment period, subject to the terms and conditions of the Aetna HMO [effective calendar year 2018, United Healthcare Value Plan] insurance policy.

5. Adjunct and part-time faculty who successfully apply for health insurance coverage through the Aetna HMO

[effective calendar year 2018, United Healthcare Value Plan] Insurance Plan shall pay the full premium cost of such health insurance.

D. Payment for health insurance and other benefit coverage. Adjunct and part-time faculty who successfully apply for health insurance coverage through an HMO or an Aetna HMO Insurance Plan [or, effective calendar year 2018, a United Healthcare Point-of-Service plan] shall make payments for the insurance premiums as provided for below.

Effective calendar year 2019, in accordance with sections E and F below, adjunct and part-time faculty who are eligible for and enroll in the University's Dental Assistance Benefits Plan and/or Vision Plan, shall make payments for the applicable premiums as provided for below.

1. Adjunct faculty shall receive invoices addressed to the adjunct or part-time faculty member's last known mailing address on a regular basis. Such invoices shall state the date by which the payment is due.

2. If payment is not received on the date by which payment is due, the University or its agent shall, 30 days following the date payment is due, advise the applicable Insurance Plan or benefit plan that the adjunct or part-time

faculty member is no longer eligible to participate in the Insurance Plan or benefit plan. A copy of this notice shall be sent to the address of record of the adjunct or part-time faculty member.

3. All disputes regarding claims for benefits shall be determined exclusively under the claims review procedures described in the respective medical and dental Insurance Plan's Summary Plan Description.

E. Beginning with open enrollment for calendar year 2019 health insurance benefits, the University will offer to adjunct faculty who meet the eligibility requirements for health insurance coverage the opportunity to elect dental coverage, and participate in the existing New York University's Dental Assistance Benefits Plan, or equivalent coverage, (including the provisions setting forth exclusions, limitations, deductibles and service requirement), as long, and on such terms, as the program exists from time to time for individual, individual plus dependents, and family coverage at the same subsidy levels that apply to health insurance premiums.

F. Beginning with open enrollment for calendar year 2019 health insurance benefits, the University will offer to adjunct

faculty who meet the eligibility requirements for health insurance coverage, the opportunity to participate in the University's vision plan, in which the University from time to time, may participate and which is offered to the University's full-time faculty. There is no University contribution towards this plan. Health and dental insurance subsidy levels do not apply to vision plan premiums.

**ARTICLE XXI - MAINTENANCE OF BENEFITS**

**A.** All benefits to employees, attributable to the adjunct and 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 XXII - 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. This is the sole and exclusive procedure for the resolution of grievances under this Agreement.

B. An aggrieved adjunct or part-time faculty or the Union shall present a grievance within fifteen (15) days of its occurrence or such grievance shall be deemed waived by the adjunct or part-time faculty and the Union. An adjunct or part-time faculty may be accompanied by a union representative at each step of the grievance procedure.

C. The steps set forth below will be followed in the processing of grievances:

**Step 1.** The adjunct or part-time faculty shall discuss the grievance with the immediate supervisor. If the grievance is not adjusted satisfactorily to the adjunct or part-time faculty within ten (10) days, the Union may appeal the grievance to Step 2.

**Step 2.** Grievances appealed to Step 2 shall be reduced to writing and sent to the Dean of the appropriate school or his/her designee, with a copy to the appropriate Department Chair and the University's Office of Labor Relations. The written grievance must set forth the basis therefore with reasonable particularity, including a designation of the Article of the Agreement relied upon and the remedy requested. The Dean or Dean's designee shall meet with the grievant and the Union within ten (10) days of the receipt of the written grievance. The Dean or Dean's designee shall respond to the Union in writing within ten (10) days, with a copy to the University's Office of Labor Relations.

**Step 3.** A grievance not settled in Step 2 may be appealed in writing to the Provost of the University, or his/her designee, within ten (10) days of the Step 2 denial. The Provost or Provost's designee shall meet with the Union to discuss the grievance within ten (10) days of the receipt of the written appeal. The Provost or designee will render a decision within fifteen (15) days of receipt of the appeal.

**D.** The University may present a grievance initially at Step 3 by notice in writing addressed to the Union at its

offices. The Union shall respond in writing to the University's grievance within five (5) days.

**E.** Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of the Agreement. Failure on the part of either party to answer a grievance at any step shall not be deemed acquiescence thereto, and the grieving party may proceed to the next step.

**F. (1)** If either party is not satisfied with the Step 3 response, the grievance may be taken to arbitration by the University or the Union within thirty (30) days of the Step 3 response. The time within which a party may request arbitration is of the essence. A party shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to the other party. The selection of the Arbitrator shall be from panels submitted in accordance with the rules of the American Arbitration Association.

**(2)** The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in paragraph A above and shall not have 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 Union, the University and the adjunct or part-time faculty. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.

G. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the University with respect to the University's exercise of management or academic rights under Article XXIV (Management and Academic Rights) of this agreement.

H. The time limits provided for in this Article shall not include Saturdays, Sundays and University Holidays. All time limits herein may be extended by mutual agreement.

I. All grievances, at the Union's option, may be initiated at Step 2. Grievances concerning the discharge of an adjunct or part-time faculty, and/or grievances pertaining to more than one adjunct or part-time faculty may be initiated by the Union at Step 3 of the grievance procedure.



ARTICLE XXIII - 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 of the employees violate the provisions of the foregoing paragraph hereof, 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 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 lock out any of the employees covered by this Agreement.

D. Nothing in this Agreement constitutes a waiver of the University's right to legal and/or equitable relief in a court

of competent jurisdiction in the event of violation of this Article, provided that under no circumstances will the University seek or accept monetary damages of any kind.

**ARTICLE XXIV - MANAGEMENT AND ACADEMIC 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; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of adjunct and part-time 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 which adjunct and part-time faculty's performance is evaluated; to establish and require adjunct and part-time faculty to observe University rules and regulations; to discipline or dismiss adjunct and part-time 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 in its sole discretion all matters relating to faculty hiring and tenure and student admissions; 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.** Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

**C.** The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

**D.** No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this agreement.

**ARTICLE XXV - NOTICES**

All correspondence, legal process and/or notices provided for by this Agreement may be delivered by personal delivery, regular, certified or express mail, private courier or facsimile:

To the Union:

Local 7902, UAW, Adjuncts Come Together (ACT-UAW)  
AFL-CIO  
256 West 38th Street, 12th Floor  
New York, NY 10018

To the University:

Office of Labor Relations  
New York University  
Elmer Holmes Bobst Library  
70 Washington Square South  
New York, NY 10012

Unless otherwise provided by law, correspondence and notices may be sent by electronic mail. Any change of address shall be provided to the other party by its effective date.

**ARTICLE XXVI - 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 unqualifiedly

waives the right and each 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, supersedes all oral or written agreements heretofore made and may not be changed, modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

**ARTICLE XXVII - CONFORMITY TO LAW - SAVINGS CLAUSE**

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 shall be found to be invalid because of conflict with any applicable Federal, State or Local law, such invalidity shall not affect any of the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE XXVIII - TERM OF AGREEMENT

This Agreement shall be effective to and including August 31, 2022. The parties shall commence negotiations on a successor contract upon the request of either party on or after March 1, 2022.

NEW YORK UNIVERSITY

INTERNATIONAL UNION,  
UAW, AFL-CIO

By: \_\_\_\_\_  
Martin Dorph  
Executive Vice-President

By: Julie Kushner  
Julie Kushner  
Director, Region 9A

By: \_\_\_\_\_  
Terrance J. Nolan  
Secretary

By: \_\_\_\_\_  
Scott Sommer  
Subregional Director,  
Region 9A

By: \_\_\_\_\_  
Sandi F. Dubin  
Director of Labor  
Relations

By: Emily Barnett  
Emily Barnett  
President, ACT-UAW  
Local 7902

By: Chris Rzonca  
Chris Rzonca  
ACT-UAW Local 7902  
NYU Unit Chair

By: Bob Ellis  
Bob Ellis 20180816

By: Catherine Fallon  
Catherine Fallon

By: Richard Grant  
Richard Grant GANT (RG)

By: \_\_\_\_\_  
Duncan Osborne

By: \_\_\_\_\_  
Anthony Paratore

By: \_\_\_\_\_  
Greg Seel



July 24, 2018

**VIA OVERNIGHT DELIVERY**

Ms. Emily Barnett  
President, ACT-UAW, Local 7902  
256 West 38<sup>th</sup> Street, Suite 702  
New York, New York 10018

Re: ACT-UAW Local 7902 and New York University

Dear Ms. Barnett:

Enclosed please find two (2) final Collective Bargaining Agreements for signature by the Union. Please return to me both executed Collective Bargaining Agreements for the University's counter-signature.

Also enclosed for the Union's signature are the final side letters. Please return the original fully-executed side letters to me as well.

Very truly yours,

Sandi F. Dubin  
Associate General Counsel  
and Director of Labor Relations  
New York University

Enclosures





NEW YORK UNIVERSITY

SANDI F. DUBIN  
Associate General Counsel and  
Director of Labor Relations

OFFICE OF GENERAL COUNSEL  
70 Washington Square South, 11th Floor  
New York, NY 10012

P: (212) 998-2201  
F: (212) 995-3048  
[sandi.dubin@nyu.edu](mailto:sandi.dubin@nyu.edu)

July 23, 2018

Mr. Scott Sommer  
New York Area Subregional Director  
UAW Region 9A  
256 West 38th Street – 12th floor  
New York, New York 10018

Re: Union Security Clause

Dear Mr. Sommer:

I am writing at your request in connection with the conclusion of negotiations for a renewed collective bargaining agreement effective September 1, 2016. It is understood and agreed that, with regards to Article III, upon the re-employment of an adjunct or part-time faculty member, the obligation to pay dues or agency fees shall attach on the first day of re-employment.

Very truly yours,

A handwritten signature in black ink, appearing to read "Sandi F. Dubin".

Sandi F. Dubin  
Director of Labor Relations  
New York University

AGREED

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Scott Sommer



July 23, 2018

Mr. Scott Sommer  
New York Area Subregional Director  
UAW Region 9A  
256 West 38th Street – 12th floor  
New York, New York 10018

Re: UAW Local 7902 / New York University

Dear Mr. Sommer:

In connection with the negotiation of the renewed collective bargaining agreement, we are providing this letter at your request to clarify certain items in Article X of the Agreement.

**Previous Service**

Qualifying service by an eligible adjunct or part-time faculty member which occurred prior to the effective date of the collective bargaining agreement shall be counted for purposes of Article X.

**Observations**

Adjunct or part-time faculty accepting a terminal teaching assignment under Article X may, prior to the start date of the appointment, make a written request that his/her classroom teaching be observed. Such requests will not be unreasonably denied.

**Course Cancellations**

If a course assigned to an adjunct or part-time faculty member who is entitled to the May 21 notice of re-appointment is canceled due to insufficiency of registration, course cancellation or changes in curriculum and no other course is assigned for two (2) consecutive academic years, the adjunct or part-time faculty member will receive termination pay under Article X.

If an adjunct or part-time faculty member who has prior good performance for five consecutive semesters and the appointment for the sixth semester is cancelled, the adjunct may obtain the qualifying sixth semester appointment if appointed to an eligible adjunct or part-time faculty position during the subsequent academic year.

**Academic Year**

Unless otherwise specified, “academic year” means the period September 1 – August 31.

Mr. Scott Sommer  
July 23, 2018  
Page 2

**Adjunct Declining to Teach**

An adjunct who qualifies for the benefits in Article X, section (A) (1) and who has had appointments for ten (10) consecutive semesters, may decline a re-appointment for one (1) academic year and still retain the privileges of Article X, section (A) (1).

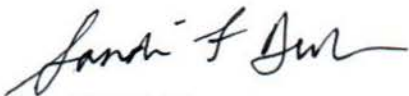
An adjunct who qualifies for the benefits in Article X, section (A) (2) and who has had appointments in either the Fall or Spring semesters for eight (8) consecutive academic years, may decline a re-appointment for one (1) semester and still retain the privileges of Article X, section (A) (2).

**Individualized Instruction**

The provisions of Article X apply in the same manner to adjunct or part-time faculty, who meet the criteria for inclusion in the bargaining unit during each applicable semester, in covered schools at the University.

Please sign this letter in the space provided to indicate our mutual understanding.

Very truly yours,



Sandi F. Dubin  
Director of Labor Relations  
New York University

AGREED

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Scott Sommer



July 23, 2018

Mr. Scott Sommer  
New York Area Subregional Director  
UAW Region 9A  
256 West 38th Street – 12th floor  
New York, New York 10018

Re: UAW Local 7902 / New York University

Dear Mr. Sommer:

I am writing to clarify one item in connection with the conclusion of negotiations for a renewed collective bargaining agreement effective September 1, 2016.

With respect to Article XVIII of the Agreement, the University has no intention of changing 50-minute contact-hour calculations where they presently exist. This, of course, is not a guarantee of any particular schedule or length of class time.

Very truly yours,

Sandi F. Dubin  
Director of Labor Relations  
New York University

AGREED

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Scott Sommer



July 23, 2018

Mr. Scott Sommer  
New York Area Subregional Director  
UAW Region 9A  
256 West 38th Street – 12th floor  
New York, New York 10018

Re: UAW Local 7902 / New York University

Dear Mr. Sommer:

I am writing at your request in connection with the conclusion of negotiations for a renewed collective bargaining agreement effective September 1, 2016. In connection with Article II, it is agreed that if in the future, the University changes its unique identifier assigned to adjunct and part-time faculty, the University will provide the Union with a reference guide to match back to the unique identifier (currently “NetID”) previously provided.

Please sign this letter in the space provided to indicate our mutual understanding.

Very truly yours,

Sandi F. Dubin  
Director of Labor Relations  
New York University

AGREED

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Scott Sommer



July 23, 2018

Mr. Scott Sommer  
New York Area Subregional Director  
UAW Region 9A  
256 West 38th Street – 12th floor  
New York, New York 10018

Re: UAW Local 7902 / New York University

Dear Mr. Sommer:

I am writing at your request in connection with the conclusion of negotiations for a renewed collective bargaining agreement effective September 1, 2016.

We agree on the following:

1. The terms “shall” and “will” in the collective bargaining agreement have the identical meaning.
2. The terms “Adjunct faculty”, “part-time faculty” and “employee” in the collective bargaining agreement (unless the context indicate otherwise e.g. recognition clause) have the identical meaning.
3. All proposals made in the recent negotiations are deemed withdrawn without prejudice.

Very truly yours,

Sandi F. Dubin  
Director of Labor Relations  
New York University

AGREED

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Scott Sommer



July 23, 2018

Mr. Scott Sommer  
New York Area Subregional Director  
UAW Region 9A  
256 West 38th Street – 12th floor  
New York, New York 10018

Re: UAW Local 7902 / New York University

Dear Mr. Sommer:

In connection with the negotiation of the renewed collective bargaining agreement, we are providing this letter at your request to memorialize New York University's commitment to working with the Union to provide it with bargaining unit information in a more complete, accessible format and in a timely fashion. As you know, the composition of the bargaining unit changes over the course of the Academic Year.

The University is continuing to analyze its systems as it relates to the University's ability to produce data including but not limited to bargaining unit employee demographic information, position information, pay information (gross pay reports) and course information, including contact hours. Given that the data for these reports resides in different systems, the University is exploring ways to produce the data reports more efficiently.

In addition, the University shall notify the Union as soon as possible when an individual changes status and becomes newly bargaining unit eligible. In that connection, there are three possible scenarios that will trigger a notification, as follows: (1) when an individual is a newly hired adjunct and becomes bargaining unit eligible; (2) when an individual that was previously bargaining unit eligible loses eligibility and then regains eligibility; and (3) when an individual is not newly hired, but becomes bargaining eligible for the first time.

The University agrees to meet at no less than three (3) times an academic year to discuss information requests concerning the above-referenced bargaining unit information and provide

Mr. Scott Sommer  
July 23, 2018  
Page 2

an update to the Union on the University's progress in making any improvements to its process for providing the bargaining unit information reports referenced above.

The University is also exploring the possibility of creating a portal that will allow the Union to access the data through a secure interface by September 2018. The University will provide an update on this project in October 2017, and March 2018. Should any such portal be created, the parties agree to engage in test runs and confer about access and information contained therein.

By agreeing to this side letter, both parties do not waive their right to request additional bargaining unit information and/or object to any requests for information, and/or do not waive any rights under applicable law.

Please sign this letter in the space provided to indicate our mutual understanding.

Very truly yours,



Sandi F. Dubin  
Director of Labor Relations  
New York University

AGREED

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Scott Sommer