

COLLECTIVE BARGAINING AGREEMENT

Between

NEW YORK UNIVERSITY

and

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

September 1, 2022 - August 31, 2028

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AGREEMENT made effective the 1ST day of September, 2022, 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

A. The University will provide to the Union access to a current and accurate list of all adjunct and part-time faculty, including name, all addresses on file, all telephone numbers on file, all e-mail addresses on file, gender, race, school, department, payroll code, term of the appointment, job title, unique identifier, per course compensation, number of course credits, and contact hours as soon as reasonably practicable but within thirty (30) days of the start of the semester, and thereafter once a month until the end of the semester. The University will provide to the Union a list of all adjunct and part-time faculty gross pay and union dues deducted on or by the tenth (10th) business day of each month.

B. The University shall notify the Union on the fifteenth (15th) and last day of each month of all individuals who are newly bargaining unit eligible. Any of the following three possible scenarios will trigger a notification: (1) when a newly hired adjunct becomes bargaining unit eligible; (2) when an adjunct 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.

C. Upon the Union's request, the University agrees to meet at no less than four (4) times an academic year to discuss information requests concerning the above-referenced bargaining unit information and provide 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.

D. The University will provide reasonable notice to the Union of a major re-organization of the University which has a substantial impact on the bargaining unit, provided that failure to give notice shall not be a basis to change or enjoin the decision on reorganization.

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.

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.

D. The Union will provide to the University a membership card with a dues authorization form, signed by an adjunct or part-time faculty, for the authorization of payroll deductions. The membership card will be included with the welcome materials referenced in Paragraph E below.

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

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

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. Course Appointments. 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) in a particular semester. For purposes of this Agreement, a semester is either the Fall, Spring, or Summer semester, or the Winter Intersession. For purposes of this Agreement, an Academic Year (September 1 - August 31) spans the Fall semester, Winter Intersession, Spring semester, and Summer semester.

1. Notice of Letter of Appointment. Adjuncts who are Article X eligible shall receive a letter of appointment in accordance with the applicable time frame set forth in Article X.

Effective for the Fall 2023 semester, for adjuncts who are not Article X eligible, the University shall provide a letter of appointment at least fourteen (14) days in advance of the first day of the semester for the course(s) for which the adjunct has been offered an appointment in that semester. Where an appointment only becomes available after this time, the University shall provide a letter of appointment as soon as possible after the hiring decision is made.

2. Contents of Appointment Letter. Effective for the Fall 2023 semester, letters of appointment provided to adjunct faculty shall include the following information, as available: adjunct name and N-number, school and department, semester and academic year, course name and number, scheduled course meeting day(s) and time(s), scheduled number of course credits, contact hour rate, contact hour pay frequency, and reference to the article and page number(s) of the CBA addressing sick and safe leave (Article XV). Effective for the Fall 2024 semester, letters of appointment provided to adjunct faculty shall also include the following information, as available: expected number of contact hours, category of compensation (as defined in Article XVIII), Director/Chair of the program/department and adjunct's supervisor(s) (if different from the Director/Chair), and reference to how an adjunct can check the expected enrollment cap

and the expected teaching modality for their course(s). The University reserves the right to include other terms and conditions in the appointment letter.

B. As referenced herein, appointment to a particular course(s) or tutoring shall be made for a particular semester. Additional appointments may be made on a semester-by-semester basis within the same Academic Year.

C. Course Cancellation. Scheduled courses may be cancelled due to insufficient enrollment or for academic, programmatic or budgetary reasons. If a course that an adjunct has accepted to teach is cancelled, an adjunct or part-time faculty member may be eligible for one of the following cancellation pay within sixty (60) days of notification of course cancellation:

1. Pre-Course Cancellation Pay. Effective for the Fall 2023 semester, if a Fall or Spring semester credit course is cancelled fourteen (14) or fewer days before the first day of class, the adjunct or part-time faculty member shall be paid twenty percent (20%) of the compensation for the course for preparation. Effective for the Fall 2023 semester, if a Fall or Spring semester non-credit course is cancelled fourteen (14) or fewer days before the first day of class, the adjunct or part-time faculty member

shall be paid ten percent (10%) of the compensation for the course for preparation.

2. **Post-Course Cancellation Pay.** If a course is cancelled after the first day of class 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 contact hours taught.

D. **Tutoring Appointments.** Tutoring appointments made to adjunct faculty may be made only by an authorized representative of the University during a particular semester. Tutoring is neither a course nor part of the course appointment; rather, tutoring requires a separate appointment.

Effective for the Fall 2023 semester, letters of appointment for tutoring shall include the following information, as available: adjunct name and N-number, school and department, semester and academic year, scheduled tutoring day(s) and time(s), expected number of hours of tutoring, tutoring rate of pay, tutoring pay frequency, and reference to the article and page number(s) of the CBA addressing sick and safe leave (Article XV). Effective for the Fall 2024 semester, letters of appointment provided to adjunct faculty shall also include the following

information, as available: Director/Chair of the program/department and adjunct's supervisor(s) (if different from the Director/Chair). The University reserves the right to include other terms and conditions in the appointment letter.

E. Adjunct Orientation Sessions. 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. A reasonable meeting space for the Union's adjunct orientation session will be provided by the University.

As per Article III, Section E, the Union membership card will be part of the welcome materials the University provides to all new adjunct faculty at or about the time that other payroll documents are supplied. The Union membership card and other welcome materials, including a copy of the sick and safe leave article in this Agreement (Article XV), shall be supplied by the Union.

F. Jury Duty. Adjunct faculty shall not have any reduction in contact hours or pay due to service on jury duty. Adjunct faculty shall advise their supervisor of their receipt of notice for jury service as soon as reasonably possible.

G. Adjunct Representatives. 1(a) Each Fall and Spring semester, the Union may nominate at least seven (7) 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 seven (7) Adjunct Representatives to assist members of the bargaining unit with issues concerning administration of this collective bargaining agreement. 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 as necessary 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 Winter Intersession and Summer semester, the Union may nominate at least seven (7) adjunct faculty to serve as an Adjunct Representatives, with the same duties and responsibilities as set forth in the preceding paragraph. The

University shall select seven (7) of those nominated as Adjunct Representatives to assist members of the bargaining unit with issues concerning administration of this collective bargaining unit. The Adjunct Representatives, for each such 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 their 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 the Fall, Spring, and Summer semesters, and the Winter Intersession 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 appointments for the Winter Intersession and 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:

	Fall	Winter	Spring	Summer
Academic Year 2022-2023	\$10,897.95	\$2,724.49	\$10,897.95	\$8,173.46
Academic Year 2023-2024	\$11,279.38	\$2,819.85	\$11,279.38	\$8,459.54
Academic Year 2024-2025	\$11,674.16	\$2,918.54	\$11,674.16	\$8,755.62
Academic Year 2025-2026	\$12,111.94	\$3,027.99	\$12,111.94	\$9,083.96
Academic Year 2026-2027	\$12,838.66	\$3,209.67	\$12,838.66	\$9,629.00
Academic Year 2027-2028	\$13,608.98	\$3,402.25	\$13,608.98	\$10,206.74

(g) Adjunct Representatives shall be provided with access to portal information set forth in Article II(A).

ARTICLE V - PROBATIONARY PERIOD

A. Each adjunct or part-time faculty providing instruction or tutoring shall be on a probationary status during the first two (2) semesters of employment.

B. Once an adjunct or part-time faculty has successfully completed their probationary period in one department, no other probationary period will be required if the adjunct is appointed to provide instruction or tutoring in a different department.

C. 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.

D. 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 they had previously taught the course, or the same course renamed and/or renumbered, or the same course with minimal revisions.

B. Except as provided in paragraph C of this Article, adjunct or part-time faculty who decline three (3) consecutive offers to teach will no longer be eligible for the status referred to in paragraph A.

C. Adjunct or part-time faculty who choose to serve in a full-time three-year or four-year position with the ACT-UAW or UAW, International may, while serving in that position, decline consecutive offers to teach over that three (3) or four (4) year time period, and continue to retain the status referred to in paragraph A.

ARTICLE VII - ACADEMIC FREEDOM

A. The customary norms of academic freedom prevail at New York University. Academic freedom is essential to the free search for truth and its free expression. Freedom in teaching is

fundamental for the protection of the rights of the teacher in teaching and of the student in learning.

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.

D. For avoidance of doubt, there shall be no retaliatory disciplinary action (as discipline is defined in Article XVII) against any adjunct faculty member for exercising any of the rights set forth in this Article.

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. An adjunct faculty member shall receive at least seven (7) days' advance notice before a classroom observation. For avoidance of doubt, such advance notice is required without regard to the modality in which the course is taught.

B. The observation shall be in the same modality as the course is taught (e.g., an in-person class shall be observed in person).

C. The adjunct faculty member may request a post-observation conference with the observer regarding the classroom observation. If the observation is reduced to written form, the adjunct faculty member shall receive a copy of the form, and may submit a written response to be included with the form.

D. In the case of an unsatisfactory observation, the adjunct faculty member may request a second observation by another observer, schedule permitting, which may occur upon at least seven (7) days' advance notice. If the second observation is reduced to written form, the adjunct faculty member shall receive a copy of the form, and may submit a written response to be included with the form.

E. All adjunct faculty members, including those accepting a terminal teaching assignment under Article X, may, prior to the start date of the appointment, make a written request that their classroom teaching be observed. Such requests will not be unreasonably denied.

F. 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.

G. Student Evaluations are for the purpose of improving the performance of the adjunct faculty by providing them with student feedback on the course. Adjunct faculty may request copies of their 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.

H. Any School, Department and/or Program observation or student evaluation policies shall comply with the provisions of this Article.

ARTICLE X - RE-APPOINTMENT, CONTINUED SERVICE, AND UNPAID TIME-OFF

A. Subject to the other provisions of Article X:

1. 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, Winter, Spring or Summer) in each of the two (2) 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 semester, Winter Intersession, and/or Spring semesters. Such notification of re-appointment shall be subject to course cancellation due to insufficiency of registration or changes in curriculum in each semester. If, for other reasons, such employee:

- (i)** is not re-appointed to an adjunct position, they shall receive termination pay, by no later than September 1, equivalent to the monetary compensation they received for the most recent Academic Year; or 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; or
- (ii)** is re-appointed to an adjunct position, but to a fewer number of courses for the Academic Year

than the lowest consistent number of courses for which they were appointed in each of the previous two (2) consecutive Academic Years, they shall receive course load reduction pay, by no later than September 1, for each course reduced, at the contact hour pay rate of the previous Academic Year.¹

2. An employee with prior good performance as an eligible adjunct in the same department of a School of the University in the Fall, Winter, Spring or Summer semesters for each of the four (4) 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 semester, Winter Intersession, or Spring semester. Such notification of re-appointment, shall be subject to course cancellation due to insufficiency of registration or changes in curriculum each semester. If, for other reasons, such employee:

(i) is not re-appointed to an adjunct position, they shall receive termination pay, by no later than September 1, equivalent to the monetary

¹For example, under Article X(A)(1)(ii), an adjunct appointed to three (3) courses for the Academic Year would be entitled to course load reduction pay for one (1) course, if they had been appointed to four (4) courses in each of the two (2) previous Academic Years.

compensation they received for the previous semester's appointment as an adjunct; or 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; or

(ii) is re-appointed to an adjunct position, but to a fewer number of courses for the Academic Year than the lowest consistent number of courses for which they were appointed in each of the previous four (4) consecutive Academic Years, they shall receive course load reduction pay, by no later than September 1, for each course reduced, at the contact hour pay rate of the previous Academic Year.

3. 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.

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

absence of a Chair, other appropriate University administrator, of their request to teach for the following Academic Year, and of their qualification under the provisions of paragraph A. Effective Fall 2024, an adjunct or part-time faculty member must notify the Chair of their department, or, in the absence of a Chair, other appropriate University administrator, of their request to teach for the following Academic Year, and of their 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 three times in the two (2) weeks prior to December 15. Relevant information about how to complete and submit a request to teach under this Article also shall be posted on a University webpage(s).

If an adjunct or part-time faculty member fails to timely submit the December 15 notification required under this Section B, they shall be permitted a grace period of up to ten (10) business days from December 15 to submit the notification. If the adjunct or part-time faculty member submits the December 15 notification required under this Section B during the grace period, the submission shall be deemed timely.

Effective Fall 2024, if an adjunct or part-time faculty member fails to timely submit the December 15 notification required under Section B, they shall still be eligible to receive termination pay or course load reduction pay, as applicable, under Section A, or for the privileges under Section C, provided that they otherwise meet the criteria to receive such pay or privileges under Article X. If the adjunct faculty member is not reappointed or if there is a course load reduction (as defined in Section A), termination pay or course load reduction shall be paid by September 1 of the following Academic Year.² If the adjunct faculty member is not reappointed or if there is a course load reduction (as defined in Section A) where the adjunct faculty member failed to accept an offer of appointment(s) within thirty (30) days of receiving the May 21st or March 21st letter of appointment, termination pay or course load reduction pay, as applicable, shall not be owed.

C. Declining Reappointment & Unpaid Time-Off

1(a). 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 four (4) Academic Years, may decline re-appointment for one (1) Academic Year and (i) still

² For example, an otherwise Article X eligible adjunct faculty member who fails to submit a December 15 letter by December 15, 2024 would receive termination pay or course load reduction pay, as applicable, by September 1, 2026.

retain the privileges of Article X, section (A) (1), and (ii) continue to maintain their existing service eligibility under Article XIX (Annuity Plans) during this period of time.

1 (b). An adjunct who qualifies for the benefits in Article X, section (A) (1) and who has had appointments for eight (8) semesters during the previous four (4) Academic Years, may decline re-appointment for one (1) academic year, and (i) still retain the privileges of Article X, section (A) (1), and (ii) continue to maintain their existing service eligibility under Article XIX (Annuity Plans) during this period of time.

2. An adjunct who qualifies for the benefits in this Article X, section (A) (2) and who has had appointments in one semester for six (6) consecutive Academic Years, may decline a re-appointment for any one (1) semester, and (i) still retain the privileges of Article X, section (A) (2), and (ii) continue to maintain their existing service eligibility under Article XIX (Annuity Plans) during this period of time.

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.

D. Reduction in Contact Hours. 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 their option, decline any appointment as an adjunct and accept full termination pay in lieu thereof.

E. Increased Pay for Termination Pay or Course Load Reduction Pay. 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 five (5) consecutive Academic Years but fewer than ten (10) consecutive Academic Years, any termination pay or course load reduction pay due and owing the adjunct faculty member shall be increased by ten-percent (10%).

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 ten (10) consecutive Academic Years, any termination pay or course load reduction pay due and owing the

adjunct faculty member shall be increased by twenty-five percent (25%).

F. "Insufficiency of Registration," as defined in this Article, describes a course cancelled with less than 50 percent of scheduled enrollment, or with 5 or fewer students enrolled, whichever is higher. **"Changes in curriculum,"** as defined in this Article, do not consist of: a) a change in course title or course number only; b) the elimination of one or more course sections (when additional sections of the same course continue to run); c) replacing a course or courses with a course or courses that is or are substantially similar; d) the renaming of an academic department or program without other changes to the course or program of study; or e) the appointment of a new dean, department chair or other supervisor with no other change to the course or program of study.

G. Course Cancellation. Except as otherwise provided in this Section G, courses cancelled due to insufficiency of registration or changes in curriculum do not count toward calculating the eligibility criteria for termination pay or course load reduction pay.

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 or changes in curriculum and no replacement course is assigned for a total of 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 three semesters under Section A.1 or A.2 and the appointment for the fourth semester is cancelled, the adjunct may obtain the qualifying fourth semester appointment if appointed to an eligible adjunct or part-time faculty position during the subsequent academic year.

H. Individual Instruction and Tutoring. 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 based on individual instruction during each applicable semester, in covered schools at the University. Effective Fall 2024, the provisions of Article X shall apply to tutoring, except as it relates to the provisions in Article X on course load reduction and course cancellation.

I. All provisions in Article X shall continue unaffected should the adjunct or part-time faculty member's appointment(s) change from one instruction modality to another.

J. **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.

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.

Adjunct 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 their 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, including but not limited to, issues that arise concerning space to meet with students; equipment and supplies needed to teach in the adjunct's assigned classroom; and 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 ten (10) 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

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

B. Adjunct and part-time faculty will have access to the NYU Libraries and NYU email for one (1) year from their appointment end date. An adjunct who qualifies for the benefits in Article X, and declines a re-appointment under Article X, may request access to the NYU Libraries and NYU email through their department for up to one (1) additional year and such request shall not be unreasonably denied. For purposes of this section, "access to NYU Libraries" means the ability to enter NYU Libraries using an authorized NYU ID card, and the ability to borrow from NYU Libraries Collections. NYU may terminate an adjunct faculty's NYU ID card access or email access if the adjunct faculty is suspended or their employment with NYU is terminated.

ARTICLE XIII - PROFESSIONAL DEVELOPMENT FUND

A. The University shall establish an Adjunct Faculty Professional Development Fund. The amount designated by the University to the Fund shall be two-hundred thousand dollars (\$200,000.00) each Academic Year of this Agreement. Any unused funds shall carry over to the next Academic Year.

B. The University shall distribute the Fund among the Schools and Colleges of the University employing adjunct faculty. The amount distributed to a School or College shall be proportionate to the number of adjuncts it employed in the previous Academic Year as compared to the total number of adjuncts employed across the Schools and Colleges in the previous Academic Year. The amount distributed to the School/College shall be divided by the School/College equally; the first half shall be made available upon the first day of the fall semester, and the second half shall be made available upon the first day of the spring semester. Any funds not approved by the School/College during the fall semester shall be made available upon the first day of the spring semester of the same Academic Year.

C. Adjunct and part-time faculty may apply, through a standardized application form, to the Dean of the appropriate School or College for a grant of 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.

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

E. Relevant information about the Fund will be posted on a University webpage(s).

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 their personnel file by appointment with reasonable notice once an Academic Year. Said notice may be provided via email. A union representative, having written authorization from the adjunct 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.

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 adjunct or part-time faculty member shall have the right to dispute the contents by placement of the adjunct or part-time faculty member's response in the file.

E. The University may not use any documents contained in any adjunct's personnel file as evidence in an arbitration proceeding involving discharge or discipline unless the adjunct had been given a copy of such document or documents within ten (10) business days after the same was placed in the adjunct's personnel file.

ARTICLE XV - HEALTH AND SAFETY; PAID SICK AND SAFE LEAVE

A. The University shall make reasonable attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties. The University shall otherwise comply with University health and safety policies and procedures, including, but not limited to, NYU's Environmental Health and Safety Policy, as it may exist from time to time. For avoidance of doubt, there will be no retaliatory disciplinary action (as discipline is defined in Article XVII) against any adjunct faculty member for the good faith reporting of any suspected violation of this subparagraph, even if the reporting ultimately proves to be without merit. An adjunct faculty member may be subject to disciplinary action if shown to have knowingly filed a false report.

B. Adjunct faculty shall comply with all University directives, policies or procedures concerning workplace health and safety.

C. At least two University representatives and two Union-designated representatives, at the request of either party, will meet at a mutually agreeable time and place, as frequently as every two months during each contract year, to discuss information requests and any other matters relating to health and safety

including, but not limited to, environmental health and safety policies and procedures; occupational health policies and procedures; workplace violence prevention policies and procedures; and/or applicable standards under the Occupational Safety and Health Act, the New York Health and Essential Rights Act, or any other applicable local, state, and/or federal laws and regulations addressing employment health and safety.

D. Paid Sick and Safe Leave

This section sets forth the paid sick and safe leave (collectively, "sick leave" or "sick days") available to adjunct faculty.

1.) Uses/Number of Sick Days. Sick leave for adjuncts may be used for any of the purposes set forth in the New York City Earned Safe and Sick Time Act (Local Law 46 of 2013, as amended) and the New York State Paid Sick Leave Law (Section 196-b of the New York Labor Law). An adjunct may use up to seven sick days during the course of an academic year, subject to the following semester/term limits. An adjunct may use no more than four sick days during the fall semester, three sick days during J-term, four sick days during the spring semester, or three sick days during the summer semester, provided that the adjunct has sick days available during that semester or

term. The sick days available to an adjunct during a semester or term will be available as of the first day of the semester or term.

The current practice will continue where an adjunct may make up a class at a later date in lieu of using a sick day.

2.) Notification. In the case of needing to take a sick day, the adjunct should notify their school's HR department and their academic chair or director as soon as reasonably possible that they will not be able to teach a class session. An adjunct may also be required to log into the University's time and absence recording system and select the applicable sick leave code.

3.) Waiver/Acknowledgment. In light of the foregoing, the provisions of the New York City Earned Safe and Sick Time Act (Local Law 46 of 2013, as amended) and the New York State Paid Sick Leave Law (Section 196-b of the New York Labor Law) are waived. It is specifically acknowledged that the benefits/paid days off provided herein are comparable to, and therefore in lieu of, paid sick leave provided under Section 196-b of the New York Labor Law.

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 and expression, 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. The time limit for the adjunct or Union to present a grievance in Article XXII.B, i.e., within fifteen (15) days of its occurrence, shall not apply to grievances filed under this Article XVI.

C. The University will prominently post NYU's Sexual Harassment policy, and NYU's Non-Discrimination and Anti-Harassment Policy and Complaint Procedures for Employees.

D. The University commits to comply with the University's Affirmative Action and Equal Employment Opportunity policy statement.

E. The University commits to comply with its reasonable accommodation statements found on the Office of Equal Employment Opportunity webpage.

F. Consistent with state, federal and local law as well as the University's policies, upon request from an adjunct with a disability, the University shall engage in an interactive process and will provide reasonable accommodation, absent undue hardship, to enable the adjunct to perform the essential functions of their job.

ARTICLE XVII - DISCIPLINE AND DISCHARGE

A. The University may discharge or discipline an adjunct or part-time faculty member during the term of their 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 at or about 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.

C. An adjunct faculty member shall be entitled, upon their request, to have a union representative present at an investigatory interview that may result in their discipline or discharge. If the requested union representative is not immediately available, the adjunct faculty member may request that another union representative be present at the investigatory interview.

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, irrespective of the modality of 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.

4. "Tutoring" - A 60 minute period of time in which the adjunct provides group or individual tutoring to students. Tutoring is neither a course nor part of the course appointment; rather, tutoring requires a separate appointment.

5. "Advising and Mentoring for Masters Thesis and Capstone Thesis" - An assignment devoted to individual one-on-one instruction and feedback with a student in a degree granting program. Advising and Mentoring may be connected to Capstone project or Masters Thesis supervision. Any appointment shall be no less than a semester; compensation is per individual Capstone thesis or Masters thesis, per semester. Advising and Mentoring is a separate appointment from teaching a Capstone course and/or Masters Thesis course. Note: This Section (5) does not apply to the Gallatin School of Individualized Study, which is separately addressed in Section H(d) below (Thesis Advisor).

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

B. Academic Year 2022-2023

1. Effective September 1, 2022, all adjunct faculty 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, Laboratory, and Seminar Courses:

(i) \$200.00 or 8% above the adjunct faculty member's previous contact hour rate, whichever is higher.

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

(i) \$171.52 or 8% above the adjunct faculty member's previous contact hour rate, whichever is higher.

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

(i) \$138.02 or 8% above the adjunct faculty member's previous contact hour rate, whichever is higher.

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

(i) \$519.48 or 8% above the adjunct faculty member's previous rate, whichever is higher.

(e) Non-Credit Courses - Minimum Rates Per

Scheduled Contact Hour:

(i) \$132.66 or 8% above the adjunct faculty member's previous contact hour rate, whichever is higher.

(f) Tutoring - Minimum Rates Per Scheduled Hour:

(i) \$65.00 or 8% above the adjunct faculty member's previous hour rate, whichever is higher.

C. Academic Year 2023-2024

1. Effective September 1, 2023, all adjunct faculty 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, Laboratory, and Seminar Courses:

(i) \$206.99 or 3.5% above the adjunct faculty member's previous contact hour rate, whichever is higher.

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

(i) \$191.67 or 3.5% above the adjunct faculty member's previous contact hour rate, whichever is higher.

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

(i) \$142.85 or 3.5% above the adjunct faculty member's previous contact hour rate, whichever is higher.

- (d) Independent Study Supervision - Minimum Rates Per Credit Per Student Per Semester:
 - (i) \$537.66 or 3.5% above the adjunct faculty member's previous rate, whichever is higher.
- (e) Non-Credit Courses - Minimum Rates Per Scheduled Contact Hour:
 - (i) \$137.30 or 3.5% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (f) Tutoring - Minimum Rates Per Scheduled Hour:
 - (i) \$67.28 or 3.5% above the adjunct faculty member's previous hour rate, whichever is higher.

D. Academic Year 2024-2025

1. Effective September 1, 2024, all adjunct faculty 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, Laboratory, and Seminar Courses:
 - (i) \$214.24 or 3.5% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (b) Performing/Studio Arts Instruction - Minimum Rates Per Scheduled Contact Hour:
 - (i) \$214.24 or 3.5% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (c) Individual, Group or Ensemble Lessons -

Minimum Rates per Scheduled Contact Hour:

(i) \$147.85 or 3.5% above the adjunct faculty member's previous contact hour rate, whichever is higher.

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

(i) \$556.48 or 3.5% above the adjunct faculty member's previous rate, whichever is higher.

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

(i) \$142.11 or 3.5% above the adjunct faculty member's previous contact hour rate, whichever is higher.

(f) Tutoring - Minimum Rates Per Scheduled Hour:

(i) \$69.63 or 3.5% above the adjunct faculty member's previous hour rate, whichever is higher.

E. Academic Year 2025-2026

1. Effective September 1, 2025, all adjunct faculty 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, Laboratory, and Seminar Courses:

(i) \$222.27 or 3.75% above the adjunct faculty member's previous contact hour rate, whichever is higher.

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

- (i) \$222.27 or 3.75% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (c) Individual, Group or Ensemble Lessons - Minimum Rates per Scheduled Contact Hour:
 - (i) \$153.39 or 3.75% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (d) Independent Study Supervision - Minimum Rates Per Credit Per Student Per Semester:
 - (i) \$577.35 or 3.75% above the adjunct faculty member's previous rate, whichever is higher.
- (e) Non-Credit Courses - Minimum Rates Per Scheduled Contact Hour:
 - (i) \$147.44 or 3.75% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (f) Tutoring - Minimum Rates Per Scheduled Hour:
 - (i) \$72.24 or 3.75% above the adjunct faculty member's previous hour rate, whichever is higher.

F. Academic Year 2026-2027

1. Effective September 1, 2026, all adjunct faculty 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, Laboratory, and Seminar Courses:

- (i) \$235.61 or 6% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (b) Performing/Studio Arts Instruction - Minimum Rates Per Scheduled Contact Hour:
 - (i) \$235.61 or 6% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (c) Individual, Group or Ensemble Lessons - Minimum Rates per Scheduled Contact Hour:
 - (i) \$162.60 or 6% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (d) Independent Study Supervision - Minimum Rates Per Credit Per Student Per Semester:
 - (i) \$611.99 or 6% above the adjunct faculty member's previous rate, whichever is higher.
- (e) Non-Credit Courses - Minimum Rates Per Scheduled Contact Hour:
 - (i) \$156.28 or 6% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (f) Tutoring - Minimum Rates Per Scheduled Hour:
 - (i) \$76.58 or 6% above the adjunct faculty member's previous hour rate, whichever is higher.

G. Academic Year 2027-2028

1. Effective September 1, 2027, all adjunct faculty 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, Laboratory, and Seminar Courses:

 - (i)** \$249.75 or 6% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (b)** Performing/Studio Arts Instruction - Minimum Rates Per Scheduled Contact Hour:

 - (i)** \$249.75 or 6% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (c)** Individual, Group or Ensemble Lessons - Minimum Rates per Scheduled Contact Hour:

 - (i)** \$172.35 or 6% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (d)** Independent Study Supervision - Minimum Rates Per Credit Per Student Per Semester:

 - (i)** \$648.71 or 6% above the adjunct faculty member's previous rate, whichever is higher.
- (e)** Non-Credit Courses - Minimum Rates Per Scheduled Contact Hour:

 - (i)** \$165.66 or 6% above the adjunct faculty member's previous contact hour rate, whichever is higher.
- (f)** Tutoring - Minimum Rates Per Scheduled Hour:

 - (i)** \$81.17 or 6% above the adjunct faculty member's previous hour rate, 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, 2022 - \$240.00 (1st credit); \$110.00 (each additional credit). Or 8% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2023 - \$248.40 (1st credit); \$113.85 (each additional credit). Or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2024 - \$257.09 (1st credit); \$117.83 (each additional credit). Or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2025 - \$266.74 (1st credit); \$122.25 (each additional credit). Or 3.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2026 - \$282.74 (1st credit); \$129.59 (each additional credit). Or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2027 - \$299.70 (1st credit); \$137.36 (each additional credit). Or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

(b) Primary Academic Advisor (Per Student Per Semester):

September 1, 2022 - \$540.00, or 8% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2023 - \$558.90, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2024 - \$578.46, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2025 - \$600.15, or 3.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2026 - \$636.16, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2027 - \$674.33, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

Summer Semesters: Advisors will be paid at 50% of the student advisement rate for any student enrolled in the upcoming fall semester.

(c) Colloquia: Adjunct Committee member/panelist

September 1, 2022- \$320.00, or 8% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2023 - \$331.20, or 3.5% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2024 - \$342.79, or 3.5% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2025 - \$355.65, or 3.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2026 - \$376.99, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2027 - \$399.60, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

(d) Thesis Advisor (Per Student Defense, Per Semester):

September 1, 2022- \$850, or 8% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2023 - \$879.75, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2024 - \$910.54, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2025 - \$944.69, or 3.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2026 - \$1,001.37, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2027 - \$1,061.45, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

(e) Thesis Committee (Per Defense, Per Semester):

September 1, 2022 - \$350.00, or 8.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2023 - \$362.25, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2024 - \$374.93, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2025 - \$388.99, or 3.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2026 - \$412.33, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2027 - \$437.07, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

(f) Tutorials - Minimum Rates Per Credit Per Student Per Semester:

September 1, 2022 - \$538.17, or 8.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2023 - \$557.01, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2024 - \$576.50, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2025 - \$598.12, or 3.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2026 - \$634.01, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2027 - \$672.05, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

I. Silver School of Social Work

1. Faculty Practice Course Instructor

Adjunct faculty in the Silver School of Social Work who serve as a Faculty Practice Course Instructor shall be paid at the applicable contact hour rate for credit courses in degree programs.

2. Faculty Field Learning Instructor:

(a) Adjuncts appointed as both a Faculty Practice Course Instructor and Faculty Field Learning Instructor for the same course shall receive one (1) additional contact hour per week for Faculty Field Learning Instruction, paid at the applicable contact hour rate for credit courses in degree programs.

(b) Adjuncts who are not appointed as both a Faculty Practice Course Instructor and Faculty Field Learning Instructor for the same course, but rather have a standalone Faculty Field Learning Instructor appointment, shall be paid one day per week at the rate per day set forth below, and shall receive 42 contact hours for purposes of bargaining unit coverage and eligibility for health insurance.

September 1, 2022 - \$381.44 per day, or 8.00%
above the adjunct faculty
member's previous rate,
whichever is higher.

September 1, 2023 - \$394.79 per day, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2024 - \$408.61 per day, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2025 - \$423.94 per day, or 3.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2026 - \$449.37 per day, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2027 - \$476.33 per day, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

*Faculty Practice Course Instructor and/or Faculty Field Learning Instructor appointments for the Fall or Spring semester shall be at least fifteen (15) weeks.

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

Effective

September 1, 2022 - \$148.32, or 8.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2023 - \$178.26, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2024 - \$214.24, or 3.50% above the adjunct faculty member's

previous rate, whichever is higher.

September 1, 2025 - \$222.27, or 3.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2026 - \$235.61, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2027 - \$249.75, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

K. Other Academic Duties - Other Academic Duties are performed as directed by the University, School, or Department Chair, including but not limited to, Evaluations; Auditions; Advisement, Portfolio Reviews; Mandatory Meetings; University, School, or Department Trainings; Learning New Educational, Teaching Platforms and/or Technologies; and Similar/Like Assignments. Course development and course conversion are addressed separately in (2) and (3) below, respectively.

1. Other Academic Duties Paid on Hourly Basis:

Effective September 1, 2022, for Other Academic Duties paid on an hourly basis, the hourly rate shall be \$65 per hour, or 8% above the adjunct faculty member's previous hourly rate, whichever is higher. Effective September 1, 2023, the rates for

Other Academic Duties paid on an hourly basis, shall be increased as follows:

Effective

September 1, 2023 - \$67.28, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2024 - \$69.63, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2025 - \$72.24, or 3.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2026 - \$76.58, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2027 - \$81.17, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

Other Academic Duties Not Paid on Hourly Basis:

Effective September 1, 2022, for Other Academic Duties that are not paid on an hourly basis, the minimum rates applicable to such duties shall be increased by the following increase to the adjunct faculty member's previous rate of compensation:

Effective

September 1, 2022 - 8.00%
September 1, 2023 - 3.50%

September 1, 2024	-	3.50%
September 1, 2025	-	3.75%
September 1, 2026	-	6.00%
September 1, 2027	-	6.00%

A Union-University Equity Committee regarding Other Academic Duties 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. 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.

Effective September 1, 2022, Minimum rate for Course Development is as follows:

Credit course (in any format):

\$1,901.97 per course

Non-Credit Course (in any format):

\$642.32 for courses 28 contact hours or less

\$1,309.63 for courses more than 28 contact hours

The minimum rates for Course Development shall be increased by the following increase each Academic Year:

September 1, 2023	3.50%
September 1, 2024	3.50%
September 1, 2025	3.75%
September 1, 2026	6.00%
September 1, 2027	6.00%

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.

3. 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, 2022, minimum rate for Course Conversion is as follows:

Credit course (in any format):

\$1810 per course

Non-Credit Course (in any format):

\$595 for courses 28 contact hours or less

\$1,215 for courses more than 28 contact hours.

The minimum rates for Course Conversion shall be increased by the following increase each Academic Year:

September 1, 2023	3.50%
September 1, 2024	3.50%
September 1, 2025	3.75%
September 1, 2026	6.00%
September 1, 2027	6.00%

L. 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.

M. Longevity Bonus

1. Within sixty (60) business days of ratification of this Agreement, each adjunct faculty member in the bargaining unit during Academic Year 2021-2022 will receive \$140 for each completed year of university teaching service of at least two semesters per Academic Year through Academic Year 2021-22, subject to a maximum bonus payment of \$1400.

2. Beginning in Academic Year 2022-23, upon reaching an additional five completed years of service of at least two

semesters per Academic Year or upon reaching twenty non-consecutive semesters, and thereafter upon the completion of each additional 5th year of service of at least two semesters per Academic Year or upon reaching twenty non-consecutive semesters, an adjunct faculty will receive a one-time bonus of \$1500. The counting of completed years of service or non-consecutive semesters under this paragraph shall begin with Academic Year 2022-23. This paragraph is not subject to "double-dipping"; i.e., upon payment of any such bonus, the clock shall reset with regard to both possible qualifications.

N. Administrative Service Payment - Effective September 1, 2022, an adjunct faculty member with a course appointment shall receive a payment for performance of services per course, per semester, as follows:

- For a non-credit, zero credit, one credit, or two credit course - \$1,000
- For a three credit course - \$1,500
- For a four credit course - \$2,000

Such payment shall be increased by the following percentage:

Effective

September 1, 2023	-	3.50%
September 1, 2024	-	3.50%
September 1, 2025	-	3.75%
September 1, 2026	-	6.00%
September 1, 2027	-	6.00%

Effective Fall 2022, payment shall be paid after completion of the course. Effective Fall 2023, payment shall be made in installments.

O. Advising and Mentoring for Masters Thesis and Capstone

Thesis (Per Thesis, Per Semester) -

Effective

September 1, 2022 - \$850.00, or 8.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2023 - \$879.75, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2024 - \$910.54, or 3.50% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2025 - \$944.69, or 3.75% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2026 - \$1,001.37, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

September 1, 2027 - \$1,061.45, or 6.00% above the adjunct faculty member's previous rate, whichever is higher.

ARTICLE XIX - ANNUITY PLANS

A. Adjunct and part-time faculty are eligible to participate in the NYU Supplemental Tax Deferred Annuity Plan ("STDA Plan").

B. The University also has established the NYU Retirement Plan for Adjunct Faculty Members ("Adjunct Retirement Plan"), with the same investment options available to full-time faculty.

1. **This Section (1) only applies to the annual contribution made to the Adjunct Retirement Plan on or about December 1, 2022 and on or about December 1, 2023.**

For those adjunct faculty teaching or tutoring³ during one semester (Fall, Winter, 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 Adjunct Retirement Plan account annually on or about the following December 1.

2. **This Section (2) only applies to the annual contribution made to the Adjunct Retirement Plan on or about**

³ With regard to tutoring, Section (1) will take effect with the annual contribution made to the Adjunct Retirement Plan on or about December 1, 2023.

December 1, 2024 and on or about each December 1 thereafter for the life of this Agreement.

For those adjuncts who annually meet the eligibility requirement under this Section (2)(a), 2(b), or 2(c) below, the University will contribute to the adjunct faculty's Adjunct Retirement Plan account annually on or about the following December 1 as set forth in subsections 2(i) and 2(ii) below.

Eligibility Requirement

(2) (a) teach a minimum of 40 contact hours of instruction in one or more courses during the Fall, Winter, Spring and/or Summer in each of the three previous Academic Years (or 75 hours of individual instruction or tutoring in a semester in each of the three previous Academic Years); or

(2) (b) teach a minimum of 126 contact hours of instruction in one or more courses during the Fall, Winter, Spring and/or Summer in the two previous Academic Years (or 150 hours of individual instruction or tutoring during the two previous Academic Years, with a minimum of 75 hours in at least one semester during each of the two previous Academic Years); or

(2) (c) teach a minimum of 126 contact hours of instruction in one or more courses during the Fall, Winter, Spring and/or Summer in the previous Academic Year (or 225 hours of individual instruction or tutoring during the previous Academic Year, with a minimum of 75 hours in at least one semester), except that an adjunct must teach a minimum of 168 contact hours of instruction in one or more courses during the Fall, Winter, Spring and/or Summer in their first Academic Year of employment with the University.

(2) (i) Non-Elective Contribution

For those adjuncts who annually meet the eligibility requirement under Section (2) (a), 2(b), or 2(c) above, a non-elective contribution will be made on or about December 1 in the amount of 5% of the adjunct's immediately previous Academic Year compensation.

(2) (ii) Matching Contribution:

For those adjuncts who annually meet the eligibility requirement under Section (2) (a), 2(b), or 2(c) above, a matching contribution will be made on or about December 1, equal to the amount the adjunct elected to contribute to their STDA plan account in the immediately previous Academic Year from the adjunct's immediately previous Academic Year compensation, up to a maximum

of 5% of the adjunct's immediately previous Academic Year compensation.⁴

C. Any contributions made to the STDA Plan or Adjunct Retirement Plan are subject to applicable IRS retirement plan limits.

D. Rights and obligations under the STDA Plan and the Adjunct Retirement Plan are governed exclusively by the relevant legal Plan documents.

ARTICLE XX - HEALTH INSURANCE

Adjunct and part-time faculty who meet the eligibility requirements may annually apply to obtain available health insurance coverage, as set forth in Appendices A-1 and A-2. For more information, please refer to Appendices A-1 and A-2.

⁴Example where an adjunct contributed less than 5% of their immediately previous Academic Year compensation: For an eligible adjunct whose immediately previous Academic Year compensation was \$20,000 and who contributed \$800 to their STDA plan account in the immediately previous Academic Year from their immediately previous Academic Year compensation, the University shall make a matching contribution of \$800 to the adjunct's Adjunct Retirement Plan account on or about the following December 1.

Example where an adjunct contributed more than 5% of their immediately previous Academic Year compensation: For an eligible adjunct whose immediately previous Academic Year compensation was \$20,000 and who contributed \$1,200 to their STDA plan account in the immediately previous Academic Year from their immediately previous Academic Year compensation, the University shall make a matching contribution of \$1,000 to the adjunct's Adjunct Retirement Plan account on or about the following December 1.

ARTICLE XX(A) - OTHER BENEFITS/RESOURCES

A. Breastfeeding and Infant Feeding Support

Consistent with NYU policy, the University will accommodate requests from adjunct or part-time faculty who need to express breast milk during the workday.

B. Work Life Support Programming

Effective beginning Fall 2023, NYU's Work Life office (or equivalent) will offer programming for adjunct or part-time faculty at least once in an Academic Year covering the following topics: childcare and K-12 education, and adult caregiving.

C. Working Family Solutions - Bright Horizons

Effective beginning Fall 2023, adjunct or part-time faculty shall have access to Bright Horizons Enhanced Family Supports benefits.

D. Health Advocate

Effective beginning Fall 2023, adjunct or part-time faculty shall have access to the Health Advocate program.

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 shall 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 and the Union shall discuss the grievance with the adjunct's immediate supervisor. The adjunct's immediate supervisor may request a representative from Human Resources to observe and/or discuss the grievance. 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 their designee, with a copy to the appropriate Department Chair and the University's Office of Employee Relations. The written grievance must set forth the basis of the grievance 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 Employee Relations.

Step 3. A grievance not settled in Step 2 may be appealed in writing to the Office of Employee Relations within ten (10) days of the Step 2 denial. The Office of Employee Relations shall meet with the Union to discuss the grievance within ten (10) days of the receipt of the written appeal. The Office of Employee Relations 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, Academics Come Together (ACT-UAW)
AFL-CIO
350 W 31st St, 4th Floor
New York, NY 10001

To the University:

Office of General Counsel
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, 2028. The parties shall commence negotiations on a successor contract upon the request of either party on or after March 1, 2028.

NEW YORK UNIVERSITY

**INTERNATIONAL UNION,
UAW, AFL-CIO**

By: _____
Martin Dorph
Executive Vice-President

By: _____

By: _____
Daniel Saperstein
Associate General Counsel
Chief Labor Counsel

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

APPENDIX A-1 (Health Insurance)

**This Appendix applies to the Academic Year 2021-2022 eligibility requirements for 2023 health insurance coverage.*

A. Eligibility for subsidized insurance. Adjunct and part-time faculty who teach a minimum of 56 contact hours of instruction in one or more courses during Academic Year 2021-2022 (Fall, Spring or Summer) or a minimum of 150 hours of individual instruction in Academic Year 2021-2022 (with a minimum of 75 hours of such individual instruction in at least one semester) (Fall, Spring or Summer) (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 is available to the University's full-time faculty. Provided the Eligibility Requirements were met, such health insurance will be effective in the 2023 calendar year.

1. Annual Enrollment. Adjunct and part-time faculty who meet the Eligibility Requirements may apply for health insurance coverage during Annual Enrollment. The Annual Enrollment period for application for health insurance coverage through a United Healthcare Point-of-Service plan, or its reasonable equivalent shall be conducted in or about October 2022, or in or

about the time the annual enrollment period is conducted for full-time faculty.

Those adjunct and part-time faculty who meet the Eligibility Requirements and apply for health insurance coverage may participate in a United Healthcare Point-of-Service plan, or its reasonable equivalent for the 2023 calendar year beginning on January 1 following the Annual Enrollment period, subject to the terms and conditions of the United Healthcare Point-of-Service insurance policies.

2. Qualification Period. 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.⁵

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

⁵ Insurance coverage to be provided on a "look back" basis; for example, service rendered in Academic Year 2021 - 2022 shall determine eligibility for one year of coverage effective January 1, 2023.

3. Certification. Adjunct and part-time faculty who apply for a 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 United Healthcare Point-of-Service plan.

B. Cost of subsidized health insurance coverage. Adjunct and part-time faculty who meet the above criteria and apply for health insurance coverage through 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 56 contact hours (and less than 126 contact hours) of instruction in one or more courses during the Fall, Spring and/or Summer of Academic Year 2021-2022 (or 150 hours of individual instruction during the Academic Year 2021-2022, 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 (and less than 168 contact hours) of instruction in one or more courses during the Fall, Spring or Summer semesters of Academic Year 2021-2022 (or 225 hours of individual 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 of instruction in one or more courses during the Fall, Spring or Summer semesters of Academic Year 2021-2022, 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 United Healthcare Point of Service Value plan unsubsidized insurance.** Adjunct and part-time faculty in the bargaining unit who do not meet the Eligibility Requirements for subsidized coverage may apply for health insurance coverage through a United Healthcare Value plan in which the University, from time to time may participate, to obtain either individual or family/dependent coverage. There is no University contribution toward this plan.

1. Adjunct and part-time faculty may apply for health insurance coverage during Annual Enrollment. The Annual Enrollment period for application for health insurance coverage through a United Healthcare Value Plan shall be conducted in or about October 2022, or at such other times as determined by United Healthcare or the University.

2. Those adjunct and part-time faculty whose application for health insurance coverage are accepted may participate in the United Healthcare Value Plan for the 2023

calendar year beginning on January 1 following the Annual Enrollment period, subject to the terms and conditions of the United Healthcare Value Plan insurance policy.

3. Adjunct and part-time faculty who successfully apply for health insurance coverage through the 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 a United Healthcare Point-of-Service plan shall make payments for the insurance premiums as provided for below. In accordance with sections E and F below, adjunct and part-time faculty who are eligible for and enroll in the University's Dental Benefits Plan and/or Vision Plan, also 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. Dental Insurance. 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 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. Vision Plan. 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.

APPENDIX A-2 (Health Insurance)

**This Appendix A-2 applies to the duration of the contract not covered in Appendix A-1.*

A. Eligibility for insurance. Adjunct and part-time faculty who teach a minimum of 40 contact hours of instruction in or more courses during an Academic Year (Fall, Winter, Spring or Summer) or a minimum of 75 hours of individual instruction or tutoring in a semester in an Academic Year (Fall, Winter, Spring or Summer) (Eligibility Requirements) may apply for health insurance coverage through the United Healthcare Point-of-Service Plans (Value or Advantage Plans), or their reasonable equivalents 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.

1. Annual Enrollment. Adjunct and part-time faculty who meet the Eligibility Requirements may apply for health insurance coverage each year during Annual Enrollment. The Annual Enrollment period for application for health insurance coverage through 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 annual enrollment period is conducted for full-time faculty.

Those adjunct and part-time faculty who meet the Eligibility Requirements and apply for health insurance coverage may participate in a United Healthcare Point-of-Service plan, or its reasonable equivalent for the calendar year beginning on January 1 following the Annual Enrollment period, subject to the terms and conditions of the United Healthcare Point-of-Service insurance policies.

Adjunct and part-time faculty who meet the Eligibility Requirements may also apply for health insurance coverage in the instance of a qualifying life event, subject to the terms and conditions of the health insurance policies in which adjunct and part-time faculty are eligible to enroll.

2. Qualification Period. There is a one-year qualification period. After qualifying, adjunct faculty must have an appointment for the current or the next Academic Year in order to participate. Adjunct faculty who are employed for one year and do not obtain an appointment for the current or 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.⁶

3. **Certification.** Adjunct and part-time faculty who apply for a United Healthcare Point-of-Service plan must execute the applicable certification in the form set forth below at the time each application is made.

(a) (1) **Certification for Individual Coverage:**

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.

(a) (2) **Certification for coverage for those adjuncts electing individual and spouse/domestic partner; individual and child(ren); or individual and spouse/domestic partner and child(ren).**

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; and if I am electing coverage that would cover my spouse, domestic partner, or dependent child, I further certify that my spouse, domestic partner, or dependent child is not

⁶ Insurance coverage to be provided on a “look back” basis; for example, service rendered in Academic Year 2022 - 2023 shall determine eligibility for one year of coverage effective January 1, 2024.

eligible to participate in any subsidized group insurance coverage through their 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 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 a 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 40 contact hours (and less than 56 contact hours) of instruction in one or more courses during the Fall, Winter, Spring and/or Summer semesters of an Academic Year (or 75 hours of individual instruction or tutoring in a semester during the Academic Year), the University shall make the following contributions towards premiums:

(a) The University shall pay either (i) 50% of the cost of individual coverage, or, as applicable, (ii) 30% of the cost of coverage for those adjuncts electing individual and

spouse/domestic partner; individual and child(ren); or individual and spouse/domestic partner and child(ren).

2. For adjunct and part-time faculty who teach a minimum of 56 contact hours (and less than 126 contact hours) of instruction in one or more courses during the Fall, Winter, Spring and/or Summer semesters of an Academic Year (or 150 hours of individual instruction or tutoring 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) 60% of the cost of individual coverage, or, as applicable, (ii) 50% of the cost of coverage for those adjuncts electing individual and spouse/domestic partner; individual and child(ren); or individual and spouse/domestic partner and child(ren).

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

(a) The University shall pay either (i) 80% of the cost of individual coverage, or, as applicable, (ii) 55% of the cost of coverage for those adjuncts electing individual and spouse/domestic partner; individual and child(ren); or individual and spouse/domestic partner and child(ren). If in any case, the amount defined in (ii) is less than 100% of the cost of individual coverage, then the University shall pay 100% of the cost of individual coverage, provided it is to be applied toward family / dependent coverage.

C. Payment for health insurance and other benefit coverage.

Adjunct and part-time faculty who successfully apply for health insurance coverage through a United Healthcare Point-of-Service plan shall make payments for the insurance premiums as provided for below.

In accordance with sections D and E below, adjunct and part-time faculty who are eligible for and enroll in the University's Dental Benefits Plan and/or Vision Plan, also 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.

D. **Dental Insurance**. 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 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.

E. Vision Plan. 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.