



NEW YORK UNIVERSITY

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September 1, 2022

Zoe Carey, President
ACT-UAW Local 7902
256 W 38th St, Ste. 702
NYC, NY 10018
president@actuaw.org

Re: UAW Local 7902 / New York University

Dear Ms. Carey:

I write on behalf of NYU in connection with the negotiation of the renewed collective bargaining agreement between the University and the Union. This letter serves to confirm that a school or department shall not set a maximum limit on the number of courses or contact hours that adjunct faculty members may teach in a semester or over the course of the Academic Year. The Provost's Office will direct schools and departments of this requirement.

Sincerely,

Daniel L. Saperstein
Associate General Counsel
Chief Labor Counsel
New York University

AGREED TO:

Zoe Carey



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Zoe Carey, President
ACT-UAW Local 7902
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NYC, NY 10018
president@actuaw.org

Re: UAW Local 7902 / New York University

Dear Ms. Carey:

I write on behalf of NYU in connection with the negotiation of the renewed collective bargaining agreement between the University and the Union. This letter addresses the intent of the University to provide the Union representatives on the Article XI space and facilities committee with ongoing updates on the assessment and upgrades of space for teaching and meeting with students on campus, and of technology used by adjunct faculty in classrooms on campus.

As you know, the University manages a large portfolio of spaces which vary on several dimensions, including leased vs. owned, managed by a school vs. managed by central administration, dedicated vs. occasional classroom status, and general purpose vs. special purpose rooms. The University is currently conducting a survey of teaching spaces, with the intent of making the provisioning and management of those spaces more uniform. The University commits to meet and confer with the Union representatives on the Article XI space and facilities committee regarding the results of this survey and the planning for adjustments in classroom technology.

While the scale and variety of classrooms prevents NYU from having a one-size-fits all approach to technology in the classroom, it is the ultimate goal of the University for faculty not to have to use their own computers or tablets in the classroom. As such, the University's long-term objective is to increase the number of classrooms with dedicated computers, and where there are rooms without dedicated technology, provide computers that can be checked out on campus for use in those classrooms.

As this classroom survey has not been completed, the University cannot address further at this time the precise scale of the work to be done to upgrade classrooms, except to say that the overall ambition of the project may take an extended period of time. During this period of time, the University will commit to administer an adjunct technology fund, of no less than one-hundred thousand dollars (\$100,000) per Academic Year, to which adjuncts may apply for funding for teaching-related technological equipment. The University shall meet and confer with the Union representatives on the Article XI space and facilities committee regarding the scope and distribution of the fund.

Finally, the University also intends to review and increase or adjust the amount of space available to adjunct faculty for one-on-one meetings with students, secure lockers, and individual mailboxes. While space constraints will require that this review proceed campus by campus, school by school, and in some cases building by building, the University is committed to the process as well.

Sincerely,

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New York University

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Re: UAW Local 7902 / New York University

Dear Ms. Carey:

As UAW Local 7902 (the "Union") and New York University ("NYU") conclude negotiations for a renewed collective bargaining agreement effective September 1, 2022 - August 31, 2028, this Side Letter Agreement provides a one-time payment in recognition of the work of adjunct faculty during the pandemic, and otherwise resolves the below-described grievances filed under the previous collective bargaining agreement dated September 1, 2016 - August 31, 2022.

Pursuant to this Side Letter Agreement:

1. Within sixty (60) business days after the renewed CBA has been ratified and the University receives written notice from the Union of such ratification, NYU will provide a qualifying bargaining unit adjunct with one of the following one-time payments, whichever is the greatest:

a. two thousand dollars (\$2,000) to an adjunct faculty member who, between March 2020 and January 2022, had been a member of the bargaining unit and taught any course, for credit or not; or

b. three (3) percent of an adjunct's adjunct compensation for Academic Year 2020-2021 to any adjunct faculty member who, between September 2020 and August 2021, had been a member of the bargaining unit and taught any course, for credit or not, up to a maximum of five thousand dollars (\$5,000); or

c. three (3) percent of an adjunct's adjunct compensation for Academic Year 2021-2022 to any adjunct faculty member who, between September 2021 and August 2022, had been a member of

the bargaining unit and taught any course, for credit or not, up to a maximum of five thousand dollars (\$5,000).

This one-time payment shall be less deductions permitted or required by law, including Union dues. This one-time payment shall not become part of any base rate, nor shall it be used for calculation of any benefit.

2. This Side Letter Agreement resolves fully and finally any and all of the Union's grievances, beginning with the Spring 2020 semester, brought under Article XVIII, Section K of the collective bargaining agreement for course conversion pay relating to the pandemic, and the Union will withdraw said grievances with prejudice. The Union further agrees not to pursue any action within any arbitratative, administrative or judicial form concerning the facts of this matter, other than action to enforce the terms of this Side Letter Agreement.

3. This Side Letter Agreement shall not serve as precedent in any other grievance, arbitration or matter between the Union and NYU, and may not be used in any other matter or proceeding, unless required by law, or in connection with a proceeding to enforce the terms of the Side Letter Agreement.

Sincerely,

Daniel L. Saperstein
Associate General Counsel
Chief Labor Counsel
New York University

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Zoe Carey, President
ACT-UAW Local 7902
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Re: UAW Local 7902 / New York University

Dear Ms. Carey:

As UAW Local 7902 (the "Union") and New York University ("NYU") conclude negotiations for a renewed collective bargaining agreement effective September 1, 2022 - August 31, 2028, this Side Letter Agreement resolves the below-described grievance and arbitration filed under the previous collective bargaining agreement dated September 1, 2016 - August 31, 2022.

1. This Side Letter agreement settles for the sum of one-hundred twenty thousand dollars (\$120,000) representing the payment for the past six (6) years to be equitably distributed among members affected by the unilateral change to the terms and conditions of their employment as field learning supervisors.

2. This Side Letter Agreement resolves fully and finally the Union grievance and arbitration brought under Article XVIII, Section I of the previous collective bargaining agreement relating to compensation for field learning supervision, and the Union will withdraw said grievance and arbitration with prejudice. The Union further agrees not to pursue any action within any arbitral, administrative or judicial form concerning the facts of this matter, other than action to enforce the terms of this Side Letter Agreement.

3. This Side Letter Agreement shall not serve as precedent in any other grievance, arbitration or matter between the Union and NYU, and may not be used in any other matter or proceeding, unless required by law, or in connection with a proceeding to enforce the terms of the Side Letter Agreement.

4. This Side Letter Agreement shall also supersede the settlement agreement regarding field learning supervision entered into May 3, 2007.

Sincerely,

Daniel L. Saperstein
Associate General Counsel
Chief Labor Counsel
New York University

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Re: UAW Local 7902 / New York University

Dear Ms. Carey:

As UAW Local 7902 (the "Union") and New York University ("NYU") conclude negotiations for a renewed collective bargaining agreement effective September 1, 2022 - August 31, 2028 ("CBA"), this Side Letter confirms the following:

Contact Hours

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

Public Service Loan Forgiveness

The University commits to provide the necessary information for eligible adjuncts applying for public service loan forgiveness in a manner that is consistent with applicable law and requirements.

Unique Identifiers

In connection with Article II, it is agreed that if in the future, the University changes its unique identifier assigned to adjunct and part-time faculty, the University will provide the Union with a reference guide to match back to the unique identifier (currently "NetID") previously provided.

Terminology of CBA

The terms "shall" and "will" in the CBA have the identical meaning. The terms "Adjunct faculty", "part-time faculty" and "employee" in the CBA (unless the context indicate otherwise e.g. recognition clause) have the identical meaning.

Withdrawal of Proposals

All proposals made in the recent negotiations are deemed withdrawn without prejudice.

Sincerely,

Daniel L. Saperstein
Associate General Counsel
Chief Labor Counsel
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