

COLLECTIVE BARGAINING AGREEMENT

Between

NEW YORK UNIVERSITY

and

INTERNATIONAL UNION, UAW, AFL-CIO and LOCAL 7902,

ADJUNCTS COME TOGETHER, UAW

May 20, 2004 – August 31, 2010

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AGREEMENT made effective the _____ day of _____, 2004, 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, 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 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), 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 employ-

ees and guards and supervisors as defined by the National Labor Relations Act.

ARTICLE II - BARGAINING UNIT INFORMATION

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

ARTICLE III - UNION SECURITY AND CHECKOFF

A. All adjunct or part-time faculty who become employed by the University and covered by this Agreement and who fail voluntarily to acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their employment, or after the ratification of this Agreement, whichever is later, an Agency Fee (a service charge as a contribution toward the cost of administration of this Agreement and the representation of adjunct or part-time faculty). The amount of such Agency Fee shall be the equivalent to the amount uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union.

B. Payment of union dues and agency fees may be made via

the check off procedure provided by this Agreement. The Union shall hold the University harmless for any action taken in connection with this Article or the enforcement thereof.

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

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

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

a dues authorization form suitable to be transmitted electronically by the University to adjunct faculty after hire.

ARTICLE IV - APPOINTMENTS

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

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

ARTICLE V - PROBATIONARY PERIOD

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

ARTICLE VI - UNIVERSITY SERVICE

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

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

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

ARTICLE VII - ACADEMIC FREEDOM

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

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

C. Teachers are entitled to freedom in the classroom in

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

ARTICLE VIII - UNIVERSITY EMPLOYMENT POLICIES

Information regarding University-wide employment policies applicable to adjunct and part-time faculty, and any amendments, will be posted on the University's internet website. Adjunct and part-time faculty shall have access to the information services of the University's Human Resources department on the same basis as full-time employees.

ARTICLE IX - OBSERVATION POLICIES

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

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

ARTICLE X - RE-APPOINTMENT PROCEDURES AND CONTINUED SERVICE

A. Subject to the provisions of paragraph **B**:

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 six (6) consecutive semesters (exclusive of summer sessions) during the three (3) academic year period immediately preceding a re-appointment, shall be notified by that University department no later than May 21 of appointment for both the following Fall and Spring semesters. Such notification of re-appointment shall be subject to cancellation due to insufficiency of registration, course cancellation or changes in curriculum in each semester. If such an employee is not re-

appointed to an adjunct position for other reasons, he/she shall receive termination pay equivalent to the monetary compensation he/she received for the most recent Fall and Spring semesters. By mutual agreement between the adjunct and the department, in lieu of any termination pay, the adjunct may accept a terminal teaching assignment for the Fall and Spring semesters.

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

B. In order to be eligible and as a condition precedent to receiving re-appointment or termination pay under paragraph A, an

adjunct or part-time faculty member must notify the Chair of his/her department, or, in the absence of a Chair, other appropriate University administrator, of his/her request to teach for the following academic year, and of his/her qualification under the provisions of paragraph A. Such notification must be in writing and be received no later than the preceding December 15.

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 courses in degree-granting programs shall have reasonable access to desk and file space and computers. Such faculty also shall have access to University e-mail accounts and voice mail. Adjunct faculty shall not be required to conduct classes or instruction in his/her private residence or office.

C. A joint committee, consisting of two (2) university representatives and two (2) union representatives may meet up to four (4) times per academic year to consider issues relating to space and facilities for adjunct faculty described in paragraph B.

D. The University will, upon request of the Union no more than three (3) 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.

ARTICLE XII - ACCESS TO FACILITIES

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

ARTICLE XIII - PROFESSIONAL DEVELOPMENT FUND

The University shall establish an Adjunct Faculty Professional Development Fund effective September 1, 2004. The amount of one hundred thousand dollars (\$100,000.00) shall be designated for the Fund each academic year, such amount to be reasonably and equitably distributed among the Schools and Colleges of the University employing adjunct faculty. Adjunct and part-time faculty may apply to the Dean of the appropriate School or College for a grant of up to one thousand dollars (\$1000.00) 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.

ARTICLE XIV - PERSONNEL FILES

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

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

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

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

part-time faculty member's response in the file.

ARTICLE XV - HEALTH AND SAFETY

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

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

ARTICLE XVI - NON-DISCRIMINATION

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

regulations, under statutory or common law.

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

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

ARTICLE XVII - DISCIPLINE AND DISCHARGE

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

ARTICLE XVIII - COMPENSATION

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

A. Definitions

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

2. "Credit Courses" - Scheduled contact hours carry-

ing academic credit toward an associates, bachelors, masters or doctoral degree.

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

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

B. Academic Year 2004-2005

1. Prior to December 1, 2004, all adjunct faculty eligible for the bargaining unit during the Fall 2003 or Spring 2004 semesters shall receive a one-time gross payment of \$350.00. This one-time payment shall not become part of any base rate nor shall it be used for the calculation of any benefit under the Agreement.

2. Effective September 1, 2004, all employees shall receive a minimum 3% increase in their rate of compensation or the following minimum rates, whichever is higher:

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

(i) \$90.00 per Contact Hour or an increase of \$15.00 per Contact Hour, whichever is higher, except that

adjunct or part-time faculty heretofore receiving a rate of \$135.00 per Contact Hour or higher shall receive an increase of 3%.

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

(i) \$65.00 per Contact Hour or an increase of \$15.00 per Contact Hour, whichever is higher, except that adjunct or part-time faculty heretofore receiving a rate of \$135.00 per Contact Hour or higher shall receive an increase of 3%.

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

(i) \$55.00 per Contact Hour or an increase of \$5.00 per Contact Hour, whichever is higher.

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

(i) \$110.00.

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

(i) \$50.00 per Contact Hour or an increase of \$5.00 per Contact Hour, whichever is higher.

C. Academic Year 2005 - 2006

1. Effective September 1, 2005, all employees shall receive a minimum 3% increase in their rate of compensation or

the following minimum rates, whichever is higher:

- (a) Credit Courses in Degree Programs - Minimum Rates Per Scheduled Contact Hour - Lecture and Laboratory Courses:
 - (i) \$92.00.

- (b) Performing/Studio Arts Instruction - Minimum Rates Per Scheduled Contact Hour:
 - (i) \$67.00.

- (c) Individual, Group or Ensemble Lessons - Minimum Rates per Scheduled Contact Hour:
 - (i) \$57.00.

- (d) Independent Study Supervision - Minimum Rates Per Credit Hour Per student Per Semester:
 - (i) \$115.00.

- (e) Non-Credit Courses - Minimum Rates Per Scheduled Contact Hour:
 - (i) \$53.00.

D. Academic Year 2006-2007

1. Effective September 1, 2006, all employees shall receive a minimum 3% increase in their rate of compensation or the following minimum rates, whichever is higher:

- (a) Credit Courses in Degree Programs - Minimum

Rates Per Scheduled Contact Hour - Lecture and Laboratory Courses:

(i) \$94.00.

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

(i) \$69.00.

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

(i) \$59.00.

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

(i) \$120.00.

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

(i) \$55.00.

E. Academic Year 2007-2008

1. Effective September 1, 2007, all employees shall receive a minimum 3% increase in their rate of compensation or the following minimum rates, whichever is higher:

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

(i) \$97.00.

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

(i) \$72.00.

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

(i) \$60.00.

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

(i) \$125.00.

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

(i) \$56.00.

F. Academic Year 2008-2009

1. Effective September 1, 2008, all employees shall receive a minimum 3% increase in their rate of compensation or the following minimum rates, whichever is higher:

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

(i) \$102.00.

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

(i) \$78.00.

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

(i) \$62.00.

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

(i) \$130.00.

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

(i) \$58.00.

G. Academic Year 2009-2010

1. Effective September 1, 2009, all employees shall receive a minimum 3% increase in their rate of compensation or the following minimum rates, whichever is higher:

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

(i) \$110.00.

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

(i) \$85.00.

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

(i) \$64.00.

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

(i) \$135.00.

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

(i) \$60.00.

H. Gallatin School of Individualized Study

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

(a) Internship Supervision:

(i) Effective September 1, 2004, the minimum rate shall be \$110.00 per student per semester for the first credit plus \$50.00 per student per semester for each additional credit or 3% above the adjunct faculty member's previous rate, whichever is higher.

(ii) Effective each subsequent September 1st of this Agreement, the above rates shall be increased by 3%.

(b) Individual Student Advisement

(i) Effective September 1, 2004, the minimum rate shall be \$160.00 per student per semester or 3% above the

adjunct faculty member's previous rate, whichever is higher.

(ii) Effective each subsequent September 1st of this Agreement, the above rates shall be increased by 3%.

(c) Colloquia

(i) Effective September 1, 2004, the minimum rate shall be \$55.00 per student per semester or 3% above the adjunct faculty member's previous rate, whichever is higher.

(ii) Effective each subsequent September 1st of this Agreement, the above rate shall be increased by 3%.

(d) Thesis Advisor

(i) Effective September 1, 2004, the minimum rate shall be \$265.00 per student per semester or 3% above the adjunct faculty member's previous rate, whichever is higher.

(ii) Effective each subsequent September 1st of this Agreement, the above rate shall be increased by 3%.

(e) Thesis Committee

(i) Effective September 1, 2004, the minimum rate shall be \$110.00 per student per semester or 3% above the adjunct faculty member's previous rate, whichever is higher.

(ii) Effective each subsequent September 1st of this Agreement, the above rate shall be increased by 3%.

I. Ehrenkranz School of Social Work

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

(a) Field Learning Supervisor

(i) Effective September 1, 2004, notwithstanding any other provisions of this Agreement, the rate in the first year shall be \$180.00 per day.

(ii) Effective each subsequent September 1st of this Agreement, the above rate shall be increased by 3%.

J. Other Academic Duties - Evaluations, Auditions, Advisement, Portfolio Reviews and Similar/Like Assignments

1. Effective September 1, 2004, the minimum rates applicable to such duties shall be increased by 3% above the adjunct faculty member's previous rate of compensation. Effective each subsequent September 1st of this Agreement these rates shall be increased by 3%.

ARTICLE XIX - ANNUITY PLANS

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

Rights and obligations under the Plan are governed exclusively by the relevant legal Plan documents.

B. The University will establish an Adjunct Annuity Plan (with the same investment options available to full-time faculty) effective December 1, 2008. For those adjunct faculty teaching during the Fall and/or Spring semesters of the previous three (3) academic years, the University will contribute 5% of the adjunct's immediately previous Fall-Spring compensation to the adjunct faculty's account annually on or about the following December 1.

ARTICLE XX - HEALTH INSURANCE

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

A. Eligibility for HMO insurance. Adjunct and part-time faculty who teach a minimum of 84 contact hours during the Fall and/or Spring semesters of an Academic Year or a minimum of 150 hours of individualized instruction in an Academic Year (with a minimum of 75 hours of such individualized instruction each in the Fall and Spring semesters) (Eligibility Requirements) may apply for health insurance coverage through any Health Maintenance Organization (HMO) 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. The Open Enrollment period for application for health insurance coverage through any HMO shall be conducted in or about October of each year, or in or about the time the open enrollment period is conducted for full-time faculty.

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

3. Those adjunct and part-time faculty who meet the criteria and apply for health insurance coverage may participate in an HMO for the calendar year beginning on January 1 following the Open Enrollment period, subject to the terms and conditions of the HMO insurance policies.

4. There is a one-year qualification period. After qualifying, adjunct faculty must have an appointment for the next academic year in order to participate. Adjunct faculty who are employed for one year and do not obtain an appointment for the next academic year are not qualified to participate. Service which occurred prior to the effective date of the collective

bargaining agreement may satisfy the qualification period.¹

5. Employment during the Summer semesters shall not be considered in meeting the Eligibility Requirements for HMO health insurance coverage.

6. Adjunct and part-time faculty who apply for an HMO or HIP Insurance Plan must execute a certification in the form set forth below at the time each application is made.

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

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

B. Cost of HMO health insurance coverage. Adjunct and part-time faculty who meet the above criteria and apply for health insurance coverage through an HMO shall pay a portion of the premium cost of such health insurance pursuant to the terms

¹ Insurance coverage to be provided on a "look back" basis; for example, service rendered in Fall-Spring 2003-2004 shall determine eligibility for one year of coverage effective January 1, 2005.

set forth below.

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

(a) During the first year of this Agreement, the University shall pay 50% of the cost of individual coverage, which may be applied either toward individual coverage for the faculty member, or family/dependent coverage.

(b) During the second year and thereafter of this Agreement, the University shall pay either (i) 50% of the cost of individual coverage, or (ii) 60% of the cost of individual coverage, provided it is to be applied toward family/dependent coverage.

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

(a) During the first year of this Agreement, the University shall pay 75% of the cost of individual coverage, which may be applied either toward individual coverage for the faculty member, or family/dependent coverage.

(b) During the second year and thereafter of this Agreement, 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.

C. **Eligibility for HIP insurance.** Adjunct and part-time faculty in the bargaining unit who do not meet the Eligibility Requirements may apply for health insurance coverage through a HIP Insurance Plan (HIP) for adjunct and part-time faculty in which the University, from time to time may participate, to obtain either individual or family/dependent coverage.

1. Those who are eligible for the bargaining unit but who do not meet the qualifying service criteria for coverage may participate in the existing HIP Insurance Plan for Adjunct faculty as long, and on such terms, as the program may exist from time to time, for both individual and family coverage. There is no University contribution toward this plan.

2. The Open Enrollment period for application for health insurance coverage through any HIP Insurance Plan shall be conducted in or about October of each year, or at such other times as determined by HIP or the University.

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

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

5. Adjunct and part-time faculty who successfully apply for health insurance coverage through the HIP Insurance Plan shall pay the full premium cost of such health insurance.

D. Payment for health insurance coverage. Adjunct and part-time faculty who successfully apply for health insurance coverage through an HMO or a HIP Insurance Plan shall make payments for the insurance 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 HMO or HIP Insurance Plan that the adjunct or part-time faculty member is no longer eligible to participate in the HMO or HIP Insurance 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 Insurance Plan's Summary Plan Description.

ARTICLE XXI - MAINTENANCE OF BENEFITS

A. All benefits to employees, attributable to the adjunct and part-time faculty positions held and which are set forth in written University policy heretofore existing, shall be continued unless discontinued or modified by terms of this agreement or by other written agreements between the University and the Union.

B. Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:

1. A consistent and ascertainable course of conduct.

2. Engaged in for some reasonable length of time.
3. Of which both parties are aware.
4. Which does not vary the express, written terms of this agreement.
5. Which is in respect to a given set of specific circumstances and conditions.

ARTICLE XXII - GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. This is the sole and exclusive procedure for the resolution of grievances under this Agreement.

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

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

Step 1. The adjunct or part-time faculty shall discuss the grievance with the immediate supervisor. If the

grievance is not adjusted satisfactorily to the adjunct or part-time faculty within ten (10) days, the Union may appeal the grievance to Step 2.

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

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

D. The University may present a grievance initially at step 3 by notice in writing addressed to the Union at its offices. The Union shall respond in writing to the University's grievance within five (5) days.

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

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

(2) The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in paragraph A above and shall not have authority to add to, subtract from,

modify or amend in any way the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the University and the adjunct or part-time faculty. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.

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

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

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

ARTICLE XXIII - NO STRIKE, NO LOCKOUT

A. The Union agrees that it will not nor will it permit any member of the bargaining unit to call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work. Any employee

engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge.

B. In the event that any of the employees violate the provisions of the foregoing paragraph hereof, the Union shall immediately use every means at its disposal to get employees who participate or engage in any such action to return to work, including the distribution to the employees and the University, within twenty-four (24) hours of notice of a violation of this Article by the University to any Union officer or to the Union offices, of a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately.

C. The University agrees that it shall not lock out any of the employees covered by this Agreement.

D. Nothing in this Agreement constitutes a waiver of the University's right to legal and/or equitable relief in a court of competent jurisdiction in the event of violation of this Article, provided that under no circumstances will the University seek or accept monetary damages of any kind.

ARTICLE XXIV - MANAGEMENT AND ACADEMIC RIGHTS

A. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement,

the Union agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of adjunct and part-time faculty; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which adjunct and part-time faculty's performance is evaluated; to establish and require adjunct and part-time faculty to observe University rules and regulations; to discipline or dismiss adjunct and part-time faculty; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine in its sole discretion all matters relating to faculty hiring and tenure and student admissions; to introduce new methods of instruction; or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

B. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment

and shall be made at the sole discretion of the University.

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

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

ARTICLE XXV - NOTICES

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

To the Union:

Local 7902, UAW, Adjuncts Come Together (ACT-UAW)
AFL-CIO
113 University Place, 6th Floor
New York, NY 10003

To the University:

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

Unless otherwise provided by law, correspondence and notices may be sent by electronic mail. Any change of address shall be

provided to the other party by its effective date.

ARTICLE XXVI - ENTIRE AGREEMENT

The University and the Union agree that all matters desired by either party have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not within the contemplation of the parties and whether or not referred to in this Agreement. This Agreement constitutes the complete understanding of the parties with respect to all issues between them, supersedes all oral or written agreements heretofore made and may not be changed, modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

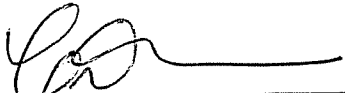
ARTICLE XXVII - CONFORMITY TO LAW - SAVINGS CLAUSE


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

ARTICLE XXVIII - TERM OF AGREEMENT

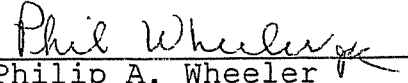
This Agreement shall be effective to and including August 31, 2010. The parties shall commence negotiations on a successor contract upon the request of either party on or after June 1, 2010.


NEW YORK UNIVERSITY

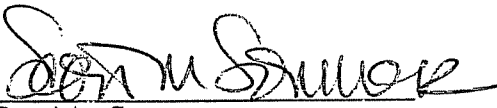
By: 
Cheryl D. Mills
Senior Vice-President
for Operations and
Administration

By: 
Terrance J. Nolan
Director of Labor
Relations

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

By: 
Philip A. Wheeler
Director, Region 9A

By: 
Julie Kushner
Sub-Regional Director,
Region 9A

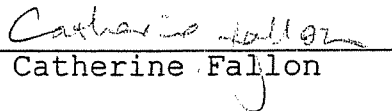
By: 
Scott Sommer
International
Representative, UAW

**Local 7902
Adjuncts Come Together
(ACT-UAW)**

By: _____
Walter Alvarez

By: _____
Martha Bordman

By: _____
Solo Dowuona-Hammond

By: 
Catherine Fallon

By: _____
Mona Greenfield

By: _____
Patrick McCreery

By: 
J. Ward Regan



NEW YORK UNIVERSITY
A private university in the public service

Associate General Counsel
and Director of Labor Relations

Elmer Holmes Bobst Library
70 Washington Square South
New York, NY 10012-1091
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Facsimile: (212) 995-3048
terrance.nolan@nyu.edu

August 19, 2004

Ms. Julie Kushner, Sub-Regional Director
International Union, UAW
113 University Place
New York, NY 10003

Re: Re-Appointment Issues - UAW Local 7902 (Adjuncts)

Dear Ms. Kushner:

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

Previous Service

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

Observations

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

Course Cancellations

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

If an adjunct or part-time faculty member who has prior good performance for five consecutive semesters (exclusive

of summer) and the appointment for the sixth semester (i.e., the Spring) is cancelled, the adjunct may obtain the qualifying sixth semester appointment if appointed to an eligible adjunct or part-time faculty position during the subsequent academic year.

Academic Year

Unless otherwise specified, "academic year" means the University's traditional Fall and Spring semesters. An "academic year period" commences with the Fall semester and ends with the Spring semester. For example, six (6) consecutive semesters of service (exclusive of summer semesters) during a three (3) academic year period must commence in a Fall semester.

Adjunct Declining to Teach

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

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

Individualized Instruction

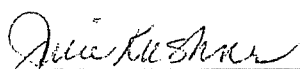
The provisions of Article X apply in the same manner to adjunct or part-time faculty, who meet the criteria for inclusion in the bargaining unit during each applicable semester, in covered schools at the University.

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

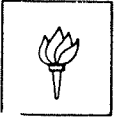
Very truly yours,



Terrance J. Nolan



Julie Kushner
International Union, UAW



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Associate General Counsel
and Director of Labor Relations

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terrance.nolan@nyu.edu

August 19, 2004

Ms. Julie Kushner, Sub-Regional Director
Region 9A - United Automobile Workers
113 University Place, Sixth Floor
New York, NY 10003

RE: Bargaining Unit Information

Dear Ms. Kushner:

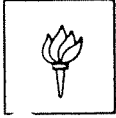
I am writing at your request in connection with the conclusion of negotiations for an initial collective bargaining agreement. It is understood and agreed that the University will provide the Union with a "NetID" for all adjunct and part-time faculty, in accordance with Article II of the Agreement. It is further agreed, that if in the future the University implements any change in the unique identifier assigned to adjunct and part-time faculty, the University will provide the union with a key code to match back to the "NetID" previously provided.

Very truly yours,

Terrance J. Nolan

Agreed:

Julie Kushner



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terrance.nolan@nyu.edu

August 19, 2004

Ms. Julie Kushner, Sub-Regional Director
Region 9A - United Automobile Workers
113 University Place, Sixth Floor
New York, NY 10003

Dear Ms. Kushner:

I am writing to clarify two (2) items in connection with the conclusion of negotiations for an initial collective bargaining agreement with UAW Local 7902.

"Direct Deposit" of payroll checks for adjunct faculty who choose this option by completing and submitting the necessary forms will be made available by the University.

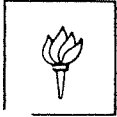
With respect to Article XVIII of the Agreement, the University has no intention of changing 50-minute contact-hour calculations where they presently exist. This, of course, is not a guarantee of any particular schedule or length of class time.

Very truly yours,

Terrance J. Nolan

Agreed:

Julie Kushner



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terrance.nolan@nyu.edu

August 19, 2004

Ms. Julie Kushner, Sub-Regional Director
International Union, UAW
113 University Place
New York, NY 10003

Dear Ms. Kushner:

I am writing to you in connection with the conclusion of the first collective bargaining negotiations between Adjuncts Come Together, Local 7902/UAW and the University. The contract contains the agreements we have made pursuant to the parties' obligations to bargain over terms and conditions of employment. The University further recognizes and acknowledges the Union as representing a part of the larger University community, just as the Union recognizes the University's multiple responsibilities. The input of the Union and its membership on issues of concern such as non-discrimination, affirmative action and other matters will be respected and expected as members of the broader University community.

Very truly yours,

Terrance J. Nolan

Agreed:

Julie Kushner



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August 19, 2004

Ms. Julie Kushner, Sub-Regional Director
Region 9A - United Automobile Workers
113 University Place, Sixth Floor
New York, NY 10003

Re: Union Security Clause

Dear Ms. Kushner:

I am writing at your request in connection with the conclusion of negotiations for an initial collective bargaining agreement. It is understood and agreed that any adjunct or part-time faculty shall have one (1) 31-day waiting period prior to joining the Union or authorizing the deduction of union dues or agency fees. 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. It is further understood and agreed that the University's implementation of the dues check off provisions of the union security clause shall commence no later than December 1, 2004.

Very truly yours,

Terrance J. Nolan

Agreed:

Julie Kushner



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August 19, 2004

Mr. Philip A. Wheeler, Director
Region 9A, UAW
113 University Place
New York, NY 10003

Dear Mr. Wheeler:

I am writing at your request in connection with the conclusion of negotiations for an initial collective bargaining agreement between the University and UAW Local 7902.

As provided in the agreement, in order to be eligible for group health insurance, employees must represent and certify that they are not eligible for subsidized group health insurance through their own employment elsewhere. This is to set forth our understanding that, for the term of our initial collective bargaining agreement, an employee who inaccurately makes such a representation will not be discharged for a first offense. Such an employee may be required to reimburse the University for the costs of group health insurance provided as a result of such an inaccurate representation.

Very truly yours,

Terrance J. Nolan

Agreed:

Philip A. Wheeler