

COLLECTIVE BARGAINING AGREEMENT

Between

THE NEW SCHOOL

and

ACADEMICS COME TOGETHER, ACT-UAW, LOCAL 7902

and

THE INTERNATIONAL UNION, UAW

SEPTEMBER 1, 2005-AUGUST 31, 2009

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I: RECOGNITION	1
ARTICLE II: BARGAINING UNIT INFORMATION	2
ARTICLE III: UNION SECURITY AND CHECKOFF	2
ARTICLE IV: V-CAP CHECKOFF	4
ARTICLE V: UNION ACCESS TO OFFICE	6
ARTICLE VI: BULLETIN BOARDS AND POSTING	6
ARTICLE VII: NON-DISCRIMINATION	6
ARTICLE VIII: ACADEMIC FREEDOM	8
ARTICLE IX: FACULTY RIGHTS & RESPONSIBILITIES	8
ARTICLE X: MANAGEMENT RIGHTS	10
ARTICLE XI: LABOR MANAGEMENT COMMITTEE	11
ARTICLE XII: NOTIFICATION OF FULL TIME POSITIONS	12
ARTICLE XIII: FACULTY APPOINTMENTS	13
ARTICLE XIV: EVALUATION	31
ARTICLE XV: DISCIPLINE AND DISCHARGE	32
ARTICLE XVI: ACCESS TO SERVICES	32
ARTICLE XVII: UNPAID LEAVES OF ABSENCE	33
ARTICLE XVIII: PAID ACADEMIC LEAVE	34
ARTICLE XIX: UNION LEAVE	35
ARTICLE XX: PROFESSIONAL DEVELOPMENT	35
ARTICLE XXI: CLASSROOM RELATED EXPENSES	35
ARTICLE XXII: HEALTH AND SAFETY LEAVE	36
ARTICLE XXIII: PAY DAY	36
ARTICLE XXIV: PERSONNEL FILES	37
ARTICLE XXV: DISPUTE/GRIEVANCE AND ARBITRATION PROCEDURE	37
ARTICLE XXVI: NO STRIKE, NO LOCKOUT	41
ARTICLE XXVII: COMPENSATION	42
ARTICLE XXVIII: MEDICAL AND DENTAL BENEFITS	48
ARTICLE XXIX: DOMESTIC PARTNER COVERAGE	51
ARTICLE XXX: RETIREMENT BENEFITS	51
ARTICLE XXXI: EMPLOYEE ASSISTANCE PROGRAM	53
ARTICLE XXXII: QUALIFIED TRANSPORTATION EXPENSE (QTE) BENEFIT PLAN	53
ARTICLE XXXIII: FLEXIBLE SPENDING ACCOUNTS	53
ARTICLE XXXIV: YMCA DISCOUNT ON MEMBERSHIP	53
ARTICLE XXXV: TUITION BENEFITS	54
ARTICLE XXXVI: MAINTENANCE OF BENEFITS	54
ARTICLE XXXVII: CONFORMITY TO LAW – SAVINGS CLAUSE	55
ARTICLE XXXVIII: ENTIRE AGREEMENT	55
ARTICLE XXXIX: TERM OF AGREEMENT AND TERMINATION AND RENEWAL OF AGREEMENT	55

AGREEMENT made effective the 1st day of September, 2005, between THE NEW SCHOOL, hereinafter termed the “Employer” or “University”, and ACADEMICS COME TOGETHER, ACT-UAW, LOCAL 7902 and THE INTERNATIONAL UNION, UAW, hereinafter termed the “Union”, wherein it is mutually agreed as follows:

ARTICLE I: RECOGNITION

A. Pursuant to the Certification of Representative, issued by the National Labor Relations Board in New School University and Academics Come Together/UAW (ACT-UAW), Case No. 2-RC-22697, the University hereby recognizes Academics Come Together, ACT-UAW, Local 7902 and the International Union, UAW, as the sole and exclusive collective bargaining representative of all part-time Faculty, part-time teaching staff and hourly Faculty, herein referred to as “Faculty” or “Faculty members”, employed by The New School.

B. All others employed by the University, including full-time Faculty, core-Faculty, half-time Faculty with multi-year appointments, salaried Faculty, department chairs and associate chairs, program directors and part-time Faculty teaching in the Jazz and Contemporary Music Program, Guitar Studies and in Ballston Spa, New York and Charleston, South Carolina and other programs contracted by the U.S. Military shall be excluded from this Agreement.

ARTICLE II: BARGAINING UNIT INFORMATION

A. The University will provide on August 1, December 1, and April 1, a list of all Faculty members who are scheduled to teach for the next semester. This list will include all currently available information: name, social security number, ID number, home address, home telephone number and e-mail address.

B. On or before forty-five (45) days after the first day of classes each semester and summer, the University will provide an updated list of all Faculty members who are scheduled to teach. This list will include the data elements noted above and Faculty date of birth, gender, race, School(s), date of first appointment, term of appointment, title, course schedule(s), department(s), hourly rates, credit hours and contact hours, and total compensation itemized for course(s) and other duties.

C. The University also will provide to the Union an annual list of Faculty members participating in the University's health and dental benefits programs and the employer and Faculty contributions to the University's pension plan. All information will be provided electronically.

ARTICLE III: UNION SECURITY AND CHECKOFF

A. It shall be a condition of employment that all Faculty members covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the

Union. It also shall be a condition of employment that all Faculty members covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment become and remain members in good standing of the Union. The term “member(s) in good standing of the Union” shall be construed in accordance with federal labor law and the Union shall take appropriate steps to ensure compliance with the law.

B. The University shall discharge any Faculty member covered by this Agreement within one (1) week after receipt of written notice from the Union that said individual is not a member in good standing of the Union as herein required.

C. Payment of union dues and/or fees may be made via the checkoff procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by a Faculty member arising from deductions made by the University hereunder or from the enforcement of this Article. Once the deductions are remitted to the Union, their disposition shall be the sole and exclusive obligation of the Union.

D. Each payday, the University shall deduct from a Faculty member’s wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the Faculty member has furnished the University a written assignment executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll deduction and as to new Faculty, the University will include that form in his/her initial employment packet. The Union shall be responsible for

obtaining executed written assignments from existing Faculty. The University shall remit the dues and/or fees to the Union or its duly authorized representatives not later than ten (10) working days after each payday. In the event no earnings or wages are due on the payday of any month, the University shall deduct from the first wages due thereafter the dues and/or fees so owed and remit the same to the Union within two (2) weeks from the time such deductions are made. Following receipt of any checkoff revocation, the University shall notify the Union, in writing, of the revocation. Should the University fail to make the above deduction notwithstanding its receipt of a valid written authorization, the University shall be liable to the Union for the amount thereof forty-eight (48) hours after receipt of written notice by the Union of the amount due. This shall not constitute a waiver of the right of the University to collect or recover the monies directly from the Faculty member.

E. The Union shall refund to the University, or to the Faculty member involved, any Union dues and/or fees erroneously deducted from any Faculty member's compensation by the University and remitted to the Union.

ARTICLE IV: V-CAP CHECKOFF

A. During the life of this Agreement, 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 the following "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form; provided further, however, that the University will continue to deduct the voluntary contributions to UAW V-CAP from the

pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

B. Deductions shall be made only in accordance with the provisions 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.

C. 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, except as to employees whose authorizations have heretofore been delivered. 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.

D. Deductions shall be made, pursuant to the forms received by the University, from the employees' first union dues period in the first month following receipt of the checkoff authorization card and shall continue until the checkoff authorization is revoked in writing. The University agrees to remit said deductions promptly to UAW V-CAP, in care of: Bank One, Dept. 78232, Article 23 Voluntary Exchange, PO Box 78000, Detroit, MI 48278-0232.

E. The University further agrees to furnish UAW V-CAP with the name, address, Social Security number, and date of last authorization of those employees for whom deductions have been made. The University further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each such employee's deductions. This

information shall be furnished along with each remittance electronically in a format conveniently available to the University's accounting system.

ARTICLE V: UNION ACCESS

The representatives of the Union shall have access to and shall be admitted to the University's places of business for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted.

ARTICLE VI : BULLETIN BOARDS AND POSTING

A. The University shall furnish bulletin boards at appropriate locations in each academic building on campus and shall permit representatives of the Union to post notices pertaining to legitimate and appropriate Union interests on the bulletin boards.

B. The University's Human Resources website and any School Human Resources websites will have a link to the ACT-UAW website.

ARTICLE VII: NON-DISCRIMINATION

A. The University reconfirms its commitment to equal opportunity, affirmative action in employment and an environment free of discrimination and sexual and other discriminatory harassment as recognized under law and/or as stated in the applicable policies and procedures of the University that are in effect as of the effective date of this Agreement, reaffirms that it shall not discriminate against any Faculty member, in violation of law, on the basis of race, color, national origin, religion, religious practices, sex or gender, sexual orientation, age, disability, citizenship status, marital

status, or veteran status, and affirms that it also shall not discriminate against any Faculty member, in violation of law, on the basis of gender identity, parental status or, except as otherwise limited in this Agreement, because of his/her political or union beliefs or activity.

B. The Union reconfirms its commitment to equal opportunity, affirmative action in employment and an environment free of discrimination and sexual and other discriminatory harassment as recognized under law, and confirms that it shall not discriminate against any Faculty member, in violation of law, on the basis of race, color, national origin, religion, religious practices, sex or gender, sexual orientation, gender identity, age, disability, citizenship status, marital status, parental status or veteran status or, except as otherwise limited in this Agreement, because of his/her political or union beliefs or activity.

C. Both the University and the Union shall be bound, as well, by any applicable substantive and/or procedural change in law during the term of this Agreement.

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

E. Any claimed violation of this Article that involves a Faculty member, either as a claimant or as the subject of a claim shall be governed by, and processed pursuant to the procedures of, the applicable policies and procedures of the University. Such a claim shall not be considered a "grievance" or "dispute" within the meaning of the Dispute/Grievance And Arbitration Procedure article of this Agreement, nor shall it be subject to that article's procedures.

ARTICLE VIII: ACADEMIC FREEDOM

The University and the Union agree that academic freedom is essential to the fulfillment of the purposes of the University. University policies on Academic Freedom, adopted January 21, 1987 and October 4, 1989, attached hereto as Appendix A, shall be in effect for all Faculty.

ARTICLE IX: FACULTY RIGHTS & RESPONSIBILITIES

A. Faculty shall abide by the policies and procedures of the University and the School in which they are hired to teach.

B. Faculty shall meet the educational goals and objectives for each class as set forth in the approved course description and syllabus as determined and approved by the Dean or designee. Faculty shall be notified in writing, including e-mail, prior to submission of the course catalog to the printer if the University changes the course description.

C. Faculty shall have the following rights as pertains to each course, including but not limited to the right to decide appropriate goals of the course, establish standards of behavior in the classroom, determine the appropriate methods of evaluation of their students and assign grades where appropriate, select course materials, and plan off-site field trips or other course enhancements after appropriate consultation and department approval.

D. The time and/or location of each class may not be changed by Faculty without prior notification to and approval by the Dean or designee. Similarly, a Faculty

member shall notify and obtain approval from the Dean or designee before scheduling make-up sessions.

E. In the event that a Faculty Member is unable to conduct a class as scheduled, he/she shall notify his/her Chair or other appropriate supervisor as soon as possible and discuss all pertinent issues, including whether the class should be conducted as scheduled with a substitute or rescheduled and conducted by said Faculty Member.

F. A current course syllabus or outline for each course shall be submitted to the Chair or other appropriate supervisor by the Faculty member, in accordance with University Guidelines for Syllabi, and within the School's deadlines.

G. For each teaching assignment, Faculty shall provide a copy of the course syllabus to each student at the first class.

H. Faculty shall verify class rosters and report any inaccuracies to the Dean or designee. Faculty shall also maintain records of student attendance for each class meeting, report students who are not attending to the designated person in the School, and upon written request, including email, shall submit attendance records to the Dean or designee.

I. Faculty shall assign a grade to each student enrolled for credit or certificate status in accordance with the grading criteria outlined in the course syllabus or outline for each class, utilizing the University's grading definitions/criteria and submit them in accordance with University Registrar's policies, procedures and requirements. All grades shall be submitted by the deadline determined by the University Registrar.

J. Faculty are required to abide by all copyright laws and University guidelines regarding copying and distribution of materials.

K. Faculty shall have University email which they shall use regularly to communicate with students, administrators and other Faculty. In addition, Faculty Members are required to use the online University Web service account (“ALVIN”) to access student information and to submit grades.

L. New Faculty are required to attend an Orientation Session prior to or during the first semester of employment, and to complete the University's on-line training programs, such as those on Sexual Harassment and FERPA (Family Educational Rights and Privacy Act). Twenty (20) minutes of the orientation session will be allotted to the Union to make a presentation to new Faculty.

M. Faculty shall present a valid University ID card to gain access to buildings, facilities, libraries and other University services and equipment.

N. Faculty are responsible for maintaining a current c.v. or resume in the office of the Dean or designee.

O. Faculty shall remain current in their field.

ARTICLE X: MANAGEMENT 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 and programs; to determine and modify the number, qualifications, scheduling, responsibilities and

assignment of 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 the which the performance of Faculty is evaluated; to establish and require Faculty to observe University rules and regulations; to discipline or dismiss 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 all matters relating to Faculty hiring, reappointment, promotion, and retention; to determine all matters related to prospective and current student and alumni; 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. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University. The University will not exercise its management rights in an arbitrary or capricious manner.

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

ARTICLE XI: LABOR MANAGEMENT COMMITTEE

A. There shall be a Labor Management Committee which shall consider and make recommendations on matters of general importance to the Faculty including:

curriculum, working conditions, health and safety, class size, training, space and facilities and resources available to the Faculty. The Labor Management Committee will form a standing subcommittee on Affirmative Action matters.

B. The Committee shall meet at least once a semester. Additional meetings may be held by mutual agreement. The Union's Unit Chair and the Provost or designee will suggest agenda items two (2) weeks prior to each meeting. The Union will select its representatives and the Provost or designee will select the University representatives for each meeting.

C. Each year, the Union will appoint a representative to the University's Diversity Committee from among the grandfathered annual (see Article XIII, Section 3(h)) or multi-year faculty (Article XIII, Section 4).

ARTICLE XII: NOTIFICATION OF FULL TIME POSITIONS

A Faculty member who applies for a full-time position and meets the required qualifications shall be considered for such position and shall have his or her application processed in accordance with the hiring procedures established for the position. The University will reply to such Faculty member's application with an acknowledgement of receipt. As part of the review of an application of a qualified Faculty member, the Faculty member's teaching experience at the University shall be considered.

ARTICLE XIII: FACULTY APPOINTMENTS

A. This Article applies to all Faculty except in the cases of Mannes Faculty teaching private lessons, chamber music and opera coaches any of whom are selected by students. The title Part-Time Teaching Staff (PTTS) will be eliminated.

B. Categories of Appointments

1. Probationary:

- a. Appointment is by semester/session;
- b. Length of probation is from first (1st) semester/session through fourth (4th) semester/session;
- c. No presumption of reappointment;
- d. No set course load; course load varies;
- e. No remedy for pre-appointment course load reduction;
- f. No fee for post-appointment course cancellation; and
- g. Severance is not applicable.

2. Post Probationary:

- a. Appointment is annual;
- b. Length of post probation is from fifth (5th) semester/session through tenth (10th) semesters/sessions;
- c. No presumption of reappointment;
- d. No set course load; course load varies;
- e. No remedy for pre-appointment course load reduction;
- f. Fee for post-appointment course cancellation is 15% of wages per course if not replaced (except no fee is available

for the first 2 semesters/sessions that a newly developed course is offered in cases where such course was proposed and developed by a faculty member with the understanding that she/he will be assigned to teach that course); and

g. Severance is not applicable.

3. Annual:

a. Appointment is annual.

b. Length of service to qualify begins at the eleventh (11th) semester/session.

c. Presumption of reappointment if Faculty responds according to University timeline for notice of interest in teaching and preference in scheduling.

d. Course base load is set and preserved based on highest of last two (2) years of the post probationary period excluding private lessons, chamber music, and opera coaching; summer courses do not count for base load calculation.

e. Full semester/session non-credit courses will count toward base load, excluding private lessons, chamber music, and opera coaching if a Faculty member has been assigned a mixed load of credit and full semester/session non-credit courses. Non-credit courses are defined as courses or workshops of any length not offered for academic credit.

- f. For Faculty who are eligible for an annual appointment as of Fall '05, their initial look back for base load will be set and preserved based on the highest out of the last three (3) years.
- g. Base load, excluding private lessons, chamber music, and opera coaching, will be maintained except when a course is not available as a result of a curricular change or insufficiency of enrollment.
- h. Faculty with at least twenty-four (24) semester/sessions of service as of Fall '05 will be entitled to pre-appointment course replacement within department based on length of service and can displace multi-year Faculty with less years of service. Course cancellation fees, paid academic leave, eligibility to serve on University Diversity committee are the same as for multi-year Faculty; the remedy for pre-appointment base load reduction is 50% of wages for base load reduction fee; summer counts for base load calculation.
- i. In the event of conflicts in scheduling of courses and/or replacement courses, seniority shall prevail.
- j. Private lessons, except in the case where a student has requested a specific member of the Faculty, shall be

assigned to Faculty on the basis of seniority and qualifications and shall be distributed evenly.

- k. In the event there is a curricular change or insufficient enrollment and an Annual Faculty member's course load is reduced below his/her base load, the University will proceed as set forth in Paragraph C, Pre-Appointment Replacement for Course Load Maintenance for Annual Appointee, below.

4. Multi-year

- a. Appointment is for three (3) consecutive years.
- b. Length of service to qualify begins at the eleventh (11th) semester/session.
- c. Faculty who have taught exclusively non-credit courses are not eligible for a Multi-year appointment.
- d. Faculty must apply for the multi-year appointment and are eligible to do so when they are in their last year of post probation or at any time thereafter.
- e. Faculty who apply for the Multi-year appointment and demonstrate a standard of excellence through a Multi-year Appointment Review will obtain a Multi-year appointment.
- f. If the Faculty member does not qualify for the multi-year appointment, the Faculty member shall receive an annual appointment, provided that the Evaluation components of

the Review were satisfactory. A Faculty member can reapply at any time in accordance with the Provost calendar.

- g. There is a presumption of reappointment if the Faculty member responds according to University timeline for notice of interest in teaching and preference in scheduling.
- h. In the event of conflicts in scheduling of courses and/or replacement courses, seniority shall prevail.
- i. Private lessons, except in the case where a student has requested a specific member of the Faculty, shall be assigned to Faculty on the basis of seniority and qualification and shall be distributed evenly.
- j. Course Base load will be set and preserved based on the highest of the last three (3) years prior to application excluding private lessons, chamber music, and opera coaching. Summer courses do not count for base load calculation.
- k. Full semester/session non-credit courses will count toward base load, excluding private lessons, chamber music, and opera coaching, if a Faculty member has been assigned a mixed load of credit and full semester/session non-credit courses. Non-credit courses are courses or workshops of any length not offered for academic credit.

- l. Base load, excluding private lessons, chamber music, and opera coaching where students make the selection, will be maintained except when a course is not available as a result of a curricular change or insufficiency of enrollment.
- m. In the event there is a curricular change or insufficient enrollment and a Multi-year Faculty member's course load is reduced below his/her base load, the University will proceed as set forth in Paragraph D, Pre-Appointment Replacement for Course Base Load Maintenance for Multi-year Appointee, below.

C. Pre-Appointment Replacement for Course Base Load Maintenance for Annual Appointees

1. In order to maintain an annual Faculty member's base load, those Faculty who are qualified will displace probationary and post probationary Faculty if no unassigned courses are available. If no replacement course is available from among these Faculty, senior Faculty will displace the least senior annual Faculty member who has completed his/her post probationary period.
 - a. An annual appointee cannot displace a multi-year appointee with less seniority unless the annual appointee is covered by the grandparenting provision (3h above)

2. If no course is available in the Faculty member's department, an effort shall be made to find an unassigned course in another department.
 - a. The University will make its best effort to identify replacement courses that are equivalent in hours. Faculty shall have the right to refuse such replacement courses.
 - b. If a Faculty member has proposed and developed a new course with the understanding that he/she will be assigned to teach that course, that Faculty member is protected from displacement by Faculty member with greater replacement rights for the first two semesters the course is offered and runs. After two semesters, such Faculty member can be replaced by a Faculty member who has greater replacement rights.
3. If no replacement course is found in accordance with pre-appointment replacement rights, the Faculty member will receive a base load reduction fee, which is 30% of wages for the course.
4. The University shall have a continuing obligation to make an effort to find a replacement course for a Faculty member still teaching at the University in accordance with pre-appointment replacement rights for up to fifteen (15) semesters/sessions but in no case more than five (5) academic years.

5. In the event the Faculty member's base load is not restored within the fifteen (15) semesters/sessions but in no case more than five (5) academic years, the Faculty member may apply for a specific unassigned course. If the Faculty member is qualified to teach said course, he/she will be assigned to it.
6. The base load will be reset if the Faculty member's full base load is restored for a period of five (5) consecutive academic years.
7. If the base load is reduced again after resetting, steps 1-4 above will apply.
8. If a course cancels post appointment and there is no replacement course, the Faculty member will receive length of service credit for the semester/session and a fee of 30% of wages per course (except no fee is available for the first 2 semesters that a newly developed course is offered in cases where such course was proposed and developed by a faculty member with the understanding that she/he will be assigned to teach that course).
9. Remedies for base load reduction and course cancellation do not apply when the reduction or cancellation is due to severance or has been requested by the Faculty member. Severance shall cover both Faculty affected by the discontinuance of a program and those who do not have any courses assigned to them because there are no equivalent or replacement courses. Severance shall consist of 50% of salary from the last year and recall rights for two (2) years.

D. Pre-Appointment Replacement for Course Base Load Maintenance for Multi-year Appointees

1. In order to maintain a multi-year Faculty member's base load, those Faculty who are qualified will displace probationary and post probationary Faculty if no unassigned courses are available. If no replacement course is available from among these Faculty, senior Faculty will displace the least senior Faculty member who has completed his/her post probationary period.
 - a. Note: An annual appointee cannot displace a multi-year appointee with less seniority unless the annual appointee is covered by the grandparenting provision (3h above)
2. If no course is available in the Faculty member's department, an effort shall be made to find an unassigned course in another department.
 - a. The University will make its best effort to identify replacement courses that are equivalent in hours. Faculty shall have the right to refuse such replacement courses.
 - b. If a Faculty member has proposed and developed a new course with the understanding that he/she will be assigned to teach that course, that Faculty member is protected from displacement by Faculty member with greater replacement rights for the first two semesters/sessions the course is

offered and runs. After two semesters/sessions, such Faculty member can be replaced by a Faculty member who has greater replacement rights.

3. If no replacement course is found in accordance with pre-appointment replacement rights, the Faculty member will receive a base load reduction fee, which is 50% of wages for the course.
4. The University shall have a continuing obligation to make an effort to find a replacement course for a Faculty member still teaching at the University in accordance with pre-appointment replacement rights for up to fifteen (15) semesters/sessions but in no case more than five (5) academic years.
5. In the event the Faculty member's base load is not restored within the fifteen (15) semesters/sessions but in no case more than five (5) academic years, the Faculty member may apply for a specific unassigned course. If the Faculty member is qualified to teach said course, he/she will be assigned to it.
6. The base load will be reset if the Faculty member's full base load is restored for a period of five (5) consecutive academic years.
7. If the base load is reduced again after resetting, steps 1-4 above will apply.
8. If a course cancels post appointment and there is no replacement course, the Faculty member will receive length of service credit for the semester/session and a fee of 30% of wages per course (except

no fee is available for the first 2 semesters/sessions that a newly developed course is offered in cases where such course was proposed and developed by a faculty member with the understanding that she/he will be assigned to teach that course).

9. Remedies for base load reduction and course cancellation do not apply when the reduction or cancellation is due to severance or has been requested by the Faculty member. Severance shall cover both Faculty affected by the discontinuance of a program and those who do not have any courses assigned to them because there are no equivalent or replacement courses. Severance shall consist of 75% of salary from the last year of the previous multiyear appointment and recall rights for two (2) years or, at the Faculty member's discretion, a one time terminable appointment as an annual Faculty member.

E. Multi-Year Appointment Review Process

1. The Provost will establish a calendar for review of Faculty who apply for Multi-Year appointments.
2. An eligible Faculty member must submit a form requesting review for a Multi-Year appointment.
3. The University shall conduct a Review for each candidate to determine if she/he meets the requirements for a Multi-Year appointment.

4. Prior to the initiation of the Review, the University shall notify the Faculty member of the timing, criteria, and procedure that will be followed.
5. The Faculty member under review shall provide the following:
Curriculum Vitae (complete and up-to-date); examples of scholarly and/or professional productivity such as copies of published papers, conference presentations, documentation of performances, examples or reproductions of artistic work, books, book chapters, and/or references to online resources; personal statement with commentary on performance with regard to:
 - a. Teaching effectiveness
 - b. Standing in the field or discipline
 - c. University, School and department service
 - d. Goals for professional development
6. A Faculty committee shall review and make recommendations about Faculty performance pertaining to the Review for Multi-Year appointments. The committee shall be at the School level appointed by the Dean. The University shall make reasonable efforts to ensure that at least one Multi-Year Faculty will participate on such review committees although no individual shall be required to serve on the committee.
7. If the Faculty member successfully passes Review, the Faculty member shall receive a Multi-Year appointment.

8. If the Faculty member does not qualify for the Multi-Year appointment, the Faculty member shall receive an annual appointment, provided that the Evaluation components of the Review were satisfactory. A Faculty member can reapply at any time in accordance with #1 above (Provost's calendar)
9. Subsequent Multi-Year appointments are contingent upon obtaining a positive Evaluation during the final year of the Multi-Year appointment.

F. Multi-Year Appointment Review Criteria

Reviews of the academic qualifications and performance of Faculty for purposes of consideration for a Multi-Year appointment shall be made on the basis of demonstrated excellence in all three of the following areas:

- a. Teaching Excellence, as defined and measured by (i) and (ii) below.
 - (i.)
 - I. Demonstrated knowledge of the course material;
 - II. Ability to organize and present course materials;
 - III. The effectiveness of the Faculty member's communication skills in the classroom;
 - IV. Ability to arouse curiosity in beginning students and to stimulate advanced students to do creative work;

- V. Student achievement and progress in relevant academic work;
 - VI. The ability of the Faculty member to adhere, in both subject matter and timely fashion, to the approved course curriculum;
 - VII. The Faculty member's teaching experience and teaching accomplishments;
 - VIII. Sensitivity to the policies of the department and the University with respect to equal opportunity, affirmative action and an environment free of discrimination and sexual and other discriminatory harassment;
 - IX. Respect for and encouragement of the diversity of opinions and expressions of students and colleagues.
- ii. Teaching excellence, which is measured by:
- I. Student evaluations as provided for in Article XIV, Evaluation;
 - II. Observations as provided for in Article XIV, Evaluation;
 - III. Faculty member's statement to Review Committee as specified above.

IV. Departmental assessment as provided for in Article XIV, Evaluation;

V. Samples of student work (may be included at the request of Faculty member or Review committee).

b. Professional accomplishments, which are defined as:

- i. Quality and productivity in scholarly, professional and/or artistic pursuits such as shows, exhibits, performances, recordings, publications or other relevant artistic or scholarly activities;
- ii. Professional experience such as contributions to the profession and the field; and continued participation in such endeavors and activities.

c. Service, which is defined as:

- i. Demonstrated ability and/or willingness of the Faculty member to cooperate with other faculty, staff, administration, students, guests, and others;
- ii. Commitment to the University's policies;
- iii. Participation in departmental, School, and University activities;
- iv. Providing student mentoring, where appropriate.

G. Application of this Article, except for augmentation of courses as follows and probation, will be subject to grievance and arbitration.

H. Teaching Load Maximum

1. Faculty do not have an entitlement to augmentation of courses; however, the University will not augment teaching loads arbitrarily and capriciously. Grievance/arbitration regarding augmentation will be limited to a claim that the University augmented arbitrarily and capriciously.
2. There are three University categories: Liberal Arts Undergraduate; Liberal Arts Graduate; Studio.
3. Teaching up to the maximum is not an entitlement.
4. Faculty cannot grieve if University does not augment up to a maximum.
5. The University may, at anytime and at its sole discretion, allow Faculty to teach over the maximum.
6. Base load will not be set above the maximum (for exemptions see #7 below).
7. Only Faculty who qualify for an annual or a multi-year appointment as of Fall 2005 can have their base load set above the maximum based on the initial look back.
8. Maximum does not include non-credit workshops; individualized thesis/independent study/internships.
9. With the exception of grandparented Annual Faculty (with at least twenty-four (24) semesters/sessions of service as of Fall 2005), summer courses do not count for teaching load maximum.

10. Mannes administrators shall be restricted from teaching more than two private lessons a semester unless more than two students specifically request said administrators.

I. University Teaching Load Maximum

1. Liberal Arts Undergraduate = 12 credits/yr
2. Liberal Arts Graduate = 9 credits/yr
3. Studio (Grad & Undergrad) = 24 hours/yr
4. Mannes Liberal Arts & Studio = 28 hours/yr
5. Non-credit CE will be counted as equivalent to the above.

J. CALENDAR FOR PTF APPOINTMENTS (by contract type)

1. Multi-Year/Annual/Post Probationary and Fall-only (for probationary Faculty) Contracts

No later than:

December 15: Solicitation of Faculty for availability and schedule preferences for following academic year

February 1: Deadline for responses

May 1: Posting Fall Semester Classes

June 1: Deadline for mailing annual and fall-only contracts

July 1: Deadline for returning annual and fall-only contracts

2. Spring-only (for probationary Faculty) Contracts

No later than:

November 1: Posting spring-only classes

December 7: Deadline for mailing contracts for spring-only Faculty

December 22: Deadline for returning spring-only contracts

3. Summer (excluding Parsons CE and all non-credit Summer)
Contracts

No later than:

April 15: Posting summer regular Classes

May 1: Deadline for mailing summer session contracts

May 15: Deadline for returning summer contracts

4. Parsons CE and All Non-Credit Contracts (including non-credit summer)

April 15: Posting Parsons CE and All Non-Credit Summer
Classes

May 1: Deadline for mailing summer contracts

May 15: Deadline for returning summer contracts

June 15: Posting fall only classes

July 15: Deadline for mailing fall-only contracts

Aug 15: Deadline for returning fall-only contracts

November 15: Posting Spring only classes

December 15: Deadline for mailing spring-only contracts

Jan 15: Deadline for returning spring-only contracts

ARTICLE XIV: EVALUATION

A. The intent of evaluation is to support excellence in teaching. It is comprised of student evaluations, classroom observation and departmental assessment. Except in special circumstances, evaluation of Faculty members who have completed probation may occur as detailed below once every three years.

B. The procedures for Faculty evaluation, excepting probationary Faculty, are as follows:

1. Student evaluations will be administered for each course, in accordance with University policy.
2. Classroom Observation will be conducted. At least two (2) weeks prior to classroom observation the Faculty member shall be advised of the date for the visit and any forms and procedures to be used. The Faculty member may request an alternate date. Normally, classroom observation will occur during the first half of the semester with a report to be shared with the Faculty member within two (2) weeks. A Faculty member may request a second observation conducted by a different observer who will then be chosen by the University.
3. Department Assessment is a comprehensive evaluation of the Faculty member's performance based on student evaluation, classroom observation and the fulfillment of his/her responsibilities as outlined in the Faculty Rights and Responsibility article (Article IX).

4. The Chair prepares a written report for the Dean or designee, based on the above. The Chair's report will be made available to the Faculty member. Student evaluations will be made available at the end of every semester once all grades are submitted. The University will maintain all evaluation materials in a confidential manner.
- C. A Faculty member may submit a written appeal to the Dean or designee within three (3) weeks of a Faculty member's receipt of the Chair's report. The Dean or designee shall review the appeal and decide whether to accept, modify or require a new evaluation. The Dean's decision shall not be subject to the Dispute/Grievance and Arbitration Procedure, (Article XXV), except when it leads to discipline and/or discharge.

ARTICLE XV: DISCIPLINE AND DISCHARGE

The University shall have the right to discipline any Faculty member, up to and including discharge, for just cause. Except as otherwise expressly provided for in this Agreement, such disciplinary treatment shall be subject to the provisions of Article XXV (Dispute/Grievance and Arbitration Procedure).

ARTICLE XVI: ACCESS TO SERVICES

- A. Faculty shall have access to email, computers with internet capability and appropriate printing and photocopying for classroom use in conformance with the copyright laws, and the University Copyrighted Materials Guidelines Policy.
- B. If a Faculty member is required to have an office to fulfill responsibilities (e.g. advising) access to an office or scheduled space will be provided.

C. As the University expands or renovates space, and in its current space, the University will make its best effort to provide Faculty resource and storage space.

ARTICLE XVII: UNPAID LEAVES OF ABSENCE

A. A Faculty Member may be considered for an unpaid leave of absence for any emergency or any other reason required by law.

B. Annual and Multi-Year Faculty may be considered for an unpaid leave of absence for reasons other than as set forth in A above, upon request.

C. Any request for unpaid leave of absence must be in writing and set forth the nature of and reasons for the request, as well as the proposed duration of the leave.

D. Except as required by law, the approval of an unpaid leave of absence, including its duration, shall be at the discretion of the University. Such discretion shall take into account all pertinent factors, including the needs of the University, with the understanding that approval shall not be unreasonably withheld. The leave of absence shall be deemed unauthorized unless approved, in writing, by the appropriate supervisor.

E. Except as required by law, any unpaid leave of absence, if approved, shall not exceed one (1) year in duration.

F. Upon return from an authorized leave of absence the Faculty member shall resume his/her Annual or Multi-year Appointment.

G. Upon return from an authorized leave, the University shall offer an assignment equal to the number of course hours taught just prior to the leave, and shall make its best effort to assign the Faculty member to the courses previously taught with the same proportion of required courses, if applicable.

H. Seniority, compensation, and any benefits related thereto held by the Faculty Member shall be retained upon return to the University at the completion of an authorized leave. Seniority shall not accrue, however, during the period of the authorized leave.

ARTICLE XVIII: PAID ACADEMIC LEAVE

A. Multi-year and grandparented Annual Faculty (with at least twenty-four (24) semesters/sessions of service as of Fall 2005) may apply for paid academic leave.

B. In applying for paid academic leave, eligible Faculty must describe a deliverable that said Faculty member will provide at the end of the leave and must commit to return to employment at the University the semester following the paid academic leave.

C. Paid academic leaves shall be available to be granted by the University as follows:

1. 06/07 – 25 Paid Academic Leaves
07/08 – 35 Paid Academic Leaves
08/09 – 50 Paid Academic Leaves
2. Paid academic leaves shall be weighted by School and no more than one person from a program/department shall be eligible to receive a paid academic leave per semester.

D. Faculty members who apply in accordance with the above, shall be granted Paid Academic Leave of one semester maximum at full pay in accordance with the above and on the basis of seniority.

ARTICLE XIX: UNION LEAVE

A. A maximum of five (5) Faculty in any semester shall be granted up to one-week paid leave of absence in order to attend union meetings, conferences, training and conventions.

B. The University shall compensate (including wages and benefits) up to five (5) Faculty when appointed by the Union for representational purposes. Reimbursement will be at the miscellaneous non-teaching rate.

C. A and B above shall not exceed an aggregate of \$50,000 in any calendar year.

ARTICLE XX: PROFESSIONAL DEVELOPMENT

Faculty will have full access to all University professional development activities and funds. The University shall post all such funds and activities on the University website.

ARTICLE XXI: CLASSROOM RELATED EXPENSES

A. The University shall provide all supplies, materials and/or software, required by the department or program to teach a class. If a Faculty member is authorized by the University to purchase said supplies, materials and/or software, he/she will be reimbursed under the guidelines of University policy.

B. Upon prior approval by the department or program, the University shall make direct payment to the institution or facility to cover the cost of field trips and similar expenses. Examples of such field trips include, but are not limited to, museum

trips, concerts, movies, plays, and readings. If a Faculty member is authorized to cover the costs of the approved field trip, he/she will be reimbursed under the guidelines of University policy.

ARTICLE XXII: HEALTH AND SAFETY

A. The University shall make its best effort to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.

B. The Labor Management Committee as provided for in Article XI, in addition to its other duties, shall discuss matters relating to health and safety. Either party may call additional meetings of the Labor Management Committee to resolve specific health and safety issues.

ARTICLE XXIII: PAY DAY

A. A Faculty member shall be paid on a monthly basis for the teaching and other compensable duties he/she performed provided he/she submitted to the University, in a timely fashion, all paperwork necessary for the processing of said payment.

B. The University shall be responsible for furnishing the Faculty member, on a timely basis, all paperwork necessary for his/her submission. The precise payday shall be the same day set for others in the University who are similarly situated.

C. Each semester (Fall and Spring) will be paid over a five (5) month period. Faculty members who teach in the summer shall be paid monthly during the summer.

D. Faculty members shall receive an itemized pay stub, reflecting a breakdown of all teaching payments and other duties and rate(s) of pay.

ARTICLE XXIV: PERSONNEL FILES

A. A Faculty member may review his/her personnel file by appointment with the Human Resources Department of the University. Upon his/her request and at his/her own expense (not to exceed \$0.10 per page), the Faculty member will be given a photocopy of any item(s) in such file(s). Such review may occur no more than once a semester.

B. Where the Faculty member seeks review of his/her personnel file in connection with Article XXV (Dispute/Grievance and Arbitration Procedure), the Union representative and/or steward may be present at the review and examine the documents.

ARTICLE XXV: DISPUTE/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. A prompt and efficient method of settling Disputes, as herein defined, is both desirable and necessary. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any Dispute is desirable.

B. An aggrieved Faculty member or the Union shall present a grievance within twenty (20) days of its occurrence or discovery. A Faculty member may be accompanied by a Union representative starting at Step 2 of the grievance procedure,

except that a Faculty member may be accompanied by a Union representative at any investigatory interview which the Faculty member reasonably believes may result in disciplinary action, including at Step 1 of the grievance procedure.

C. The following steps shall be followed in the processing of disputes/grievances:

1. Step 1. The Faculty member shall informally discuss the dispute/grievance with his/her Chair or other immediate supervisor within twenty (20) days of its occurrence or discovery. In the event an individual Faculty member and the University settle a dispute without the written and express agreement of the Union, it will not create a precedent for the interpretation or application of this Agreement.

a. If the dispute/grievance is not adjusted satisfactorily within ten (10) days thereafter, the grievance may proceed to Step

2. Furthermore, while Faculty and administration are encouraged to resolve disputes at Step 1, the Faculty member or Union may initiate a grievance at Step 2 provided it is so initiated within the twenty (20) days specified above.

2. Step 2. Disputes/grievances that proceed to Step 2 must be reduced to writing and sent to the Dean of the appropriate School or his/her designee within ten (10) days of the Step 1 response. The Dispute/Grievance must specify the nature of the grievance,

the provision(s) of this Agreement at issue and the relief requested. The Dean or his/her designee shall meet with the grievant and the Union within ten (10) days of receipt of the written grievance. The Dean or his/her designee shall respond to the Union in writing within ten (10) days of the meeting, with a copy to the University's Human Resources Department, Office of the Provost and Office of the General Counsel.

3. Step 3. A grievance not resolved at Step 2 may be appealed in writing within ten (10) days of the conclusion of Step 2 to the University's Grievance Committee, which shall consist of the University's Vice President of Human Resources, Provost and General Counsel or their respective designees, addressed to the Provost at his/her offices. The Grievance Committee shall meet with the grievant and the Union to discuss the grievance within ten (10) days of receipt of the written appeal. The Grievance Committee is not precluded from inviting other Employer representatives who are relevant to the grievance. The Grievance Committee shall respond to the Union in writing within ten (10) days of the meeting.

D. A grievance by the University will initiate at Step 3. A grievance by the University shall be in writing, addressed to the Union at its offices, within twenty (20) days of its occurrence or discovery, and shall specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. The Union shall respond

in writing within ten (10) days of its receipt, and shall send a copy of its response to the Office of the General Counsel.

E. Any dispute filed by the Union on behalf of two or more Faculty members, or involving the disciplinary suspension or discharge of a Faculty member or a grievance against a Dean, may be initiated at Step 3. Additionally, as to any other dispute, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

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

G. A grievance not resolved at Step 3 may be taken to arbitration by the Union or the University within thirty (30) days of the conclusion of Step 3. The time within which a party may take a grievance to arbitration is of the essence. A party shall take a grievance to arbitration by giving notice to that effect, with a copy to the other party, to the American Arbitration Association pursuant to its Labor Arbitration Rules. Unless the parties agree upon the selection of an arbitrator, such selection shall be in accordance with the procedures of the Labor Arbitration Rules of the American Arbitration Association.

H. The arbitration shall be in accordance with the procedures of the Labor Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, the arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article, and shall have no 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 Faculty member, the Union and the University. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the Union and the University.

I. If a Faculty member must miss a class because he/she is required to attend an arbitration, there will be no loss of teaching wages for that Faculty member. If the University subpoenas a Faculty member to appear at an arbitration and he/she loses wages from another employer, the University will reimburse that Faculty member his/her lost wages upon presentation of proof documenting such losses.

J. The time limits provided for in this Article shall not include Saturday, Sundays or University holidays. All time limits herein may be extended by mutual agreement.

ARTICLE XXVI: 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 employees violate the foregoing provisions, 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's 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 lockout any of the employees covered by this Agreement.

ARTICLE XXVII: COMPENSATION

A. INSTRUCTION

1. Except as otherwise provided herein, instruction shall be compensated based on an hourly rate. Each hour shall be calculated on the basis of fifty (50) minutes of instruction.
2. Faculty who taught during Academic Year 2004/2005, shall receive a one-time payment of \$200.00. This one time payment shall not become part of any base rate nor shall it be used for the calculation of any benefit under this Agreement.
3. Effective September 1, 2005, Faculty shall receive an increase of ten dollars (\$10.00), except Mannes Prep shall receive five dollars (\$5.00) per hour, across the board and the longevity increase, or the minimum plus longevity increase, in accordance with the schedule set forth below, whichever is greater:

Lecture/Seminar/Discussion/ & Mannes College	\$65.00
Studio, Lab* & Mannes Extension	\$58.00
Non-credit	\$48.00
Mannes Prep	\$45.00

4. Effective September 1, 2006, Faculty shall receive an increase of two percent (2%) + \$5.00 per hour, except Mannes Prep shall receive two percent (2%) + three dollars (\$3.00) per hour, across the board and the longevity increase, or the minimum plus longevity increase, in accordance with the schedule set forth below, whichever is greater:

Lecture/Seminar/Discussion/ & Mannes College	\$75.00
Studio, Lab* & Mannes Extension	\$62.00
Non-credit	\$50.00
Mannes Prep	\$48.00

5. Effective September 1, 2007, Faculty shall receive an increase of four and one-half percent (4.5%) per hour across the board and the longevity increase, or the minimum plus longevity increase, in accordance with the schedule set forth below, whichever is greater:

Lecture/Seminar/Discussion/ & Mannes College	\$84.00
Studio, Lab* & Mannes Extension	\$66.00
Non-credit	\$52.00
Mannes Prep	\$50.00

6. Effective September 1, 2008, Faculty shall receive an increase of four and one-half percent (4.5%) per hour across the board and the longevity increase, or the minimum plus longevity increase, in accordance with the schedule set forth below, whichever is greater:

Lecture/Seminar/Discussion/ & Mannes College	\$95.00
Studio, Lab* & Mannes Extension	\$71.00
Non-credit	\$55.00
Mannes Prep	\$53.00

7. Longevity Increases: Effective September 1, 2005, Faculty shall receive an increase in addition to the general wage increase added

to his/her base rate for years of service in accordance with the schedule below.

10 years of service:	\$2/hr
15 years of service:	\$3/hr
20 years of service:	\$4/hr
25 years of service:	\$5/hr

8. Longevity Increases: Effective September 1, 2008, the schedule below replaces section 7 above. Faculty shall receive an increase in addition to the general wage increase added to his/her base rate for years of service in accordance with the schedule below.

10 years of service:	\$4/hr
15 years of service:	\$5/hr
20 years of service:	\$6/hr
25 years of service:	\$7/hr

9. Nothing in this Agreement shall prevent the University from paying, or a Faculty Member from accepting, a rate of pay above that provided for in this Agreement.

* See attached March 16, 2006 Side Letter relating to Faculty teaching Lab Courses in Fall 2005 and Spring 2006.

B. ADMINISTRATIVE HOUR

1. Effective September 1, 2006, Faculty shall be compensated at the rate of 50% of his/her teaching rate for administrative hours when required by the University, with past practice not being applicable.

C. ON-LINE INSTRUCTION

1. Faculty shall receive a \$500 one-time payment at the completion of University required training.

2. The University shall provide technical support to Faculty teaching courses delivered on-line.

D. SENIOR WORK/SENIOR THESIS AND INDEPENDENT STUDIES

1. The minimum rate for Faculty Member's assigned Independent Study/Senior Work/Senior Thesis shall be 50% of the minimum teaching rate for Lecture/Seminar or grandparented at a higher rate, plus the across-the-board increases provided for in each year of this Agreement.
2. Payment shall be based on 15 hours per semester.
3. These provisions in no way restrict the University's ability to compensate Faculty at rates above the minimum.

E. ADDITIONAL DUTIES

- A. 1. Effective Academic Year 2005-2006, the minimum rates for additional duties shall be as set forth in the chart below.
Effective Academic Year 2006-2007, the minimum rates set forth below in flat dollar amount shall be increased by 3%.

Tutor: \$45.05

Curriculum development: \$56.10

Evaluator: \$66.30

Miscellaneous Non-Teaching, advising, and training: \$33.80

2. In academic years 2007-2008 and 2008-2009, the minimum rates shall be increased by 4.5%, respectively.
- B. A grandparented Faculty member earning above the minimum set forth below shall have his/her rates increased consistent with the

increases described in A above, effective Academic Year 2005-2006 and every year of this Agreement thereafter.

- C. Faculty who are assigned additional duties in Academic Year 2006–2007, but were not assigned additional duties in Academic Year 2005–2006, shall be grandparented at their previous rate plus all interim increases herein.

Teaching		Non-Teaching	
Task Description	Rate	Task Description	Rate
Tutor -- Faculty who provides individual instruction to students	\$40/hr	Evaluator -- Faculty who serves on jury, administers or grades exams and performs other evaluation activities	\$60/hr
Misc. Teaching - Faculty who is assigned additional teaching outside course(s) that he/she teaches	100% of Teaching Rate	Misc. Non Teaching - non-teaching based and non-supervisory management of a project, program or activity by Faculty, including Mannes accompanying, exams, juries, competitions, auditions	\$30/hr
Performance Rate	\$200/performance	Coordinator -- Faculty who supervises other employees or students as part of managing a program or activity (non-teaching).	Range of 50% - 100% of teaching rate, at discretion of University
Curriculum Development – Faculty who is hired to develop a new course distinct from course(s) he/she teaches; with a maximum of 20 hours for a 2-day workshop/course and a maximum of 50 hours for a full semester course	\$50/hr	Committee Service - Faculty who is assigned to serve on a departmental/program, School or University committee(including but not limited to Labor Management)	\$100/meeting, to a maximum of \$600, except for Labor Management committee, which is capped at \$400, plus another \$400 for the Subcommittee on Affirmative

			Action
		Advising -- Faculty who is hired to serve as academic advisor	\$4,000/yr
		Advising -- Faculty who is hired to serve as registration advisor	\$30/hr
		Professional Services - Faculty who is hired to consult or provide expert opinion to the Administration	50% of teaching rate
		Training - when required by the University	\$30/hr

ARTICLE XXVIII: MEDICAL AND DENTAL BENEFITS

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

1. He/she must have taught a minimum of two courses in the previous academic year (including fall, spring and summer terms).
2. Faculty must have worked at the University at least one academic year to be considered Health/Dental eligible. The Faculty member must teach in both the Spring and Fall to maintain coverage. Faculty must have taught a minimum of ninety (90) contact hours for two or more courses or the equivalent in teaching activities; or have taught two courses or the equivalent and received a minimum

of \$4,320 in 05/06 (\$3,500 in 04/05) in teaching wages during the previous academic year, and Faculty must be scheduled to teach a minimum of ninety contact hours in the academic year for which they are newly eligible (or \$4,320 in 05/06 (\$3,500 in 04/05) in wages for two courses or the equivalent.) The \$4,320 minimum benefit eligibility wages will increase at the same rate as the non-credit minimum under this Agreement.

B. Faculty shall receive the Healthnet Medical Insurance and Delta Dental Insurance plans or comparable benefits in effect as of January 1, 2005, unless Faculty have been grandparented or greatgrandparented into another plan.

C. Premium co-pays shall be based on the following schedule:

1. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay effective January 1, 2006 for Academic Year 2005/2006:

For Individual Medical Coverage - \$1,309.80 for plan year.

For Individual Dental Coverage - \$106.68 for plan year.

2. Faculty scheduled to teach three classes or the equivalent in an academic year shall pay effective Academic Year 2005/2006:

For Individual Medical Coverage - \$1,000.00 for plan year.

For Individual Dental Coverage - \$70.40 for plan year.

3. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay effective January 1, 2009 for Academic Year 2008/2009:

For Family Medical Coverage - \$4,600 for plan year.

For Family Dental Coverage - \$225.00 for plan year.

4. Faculty scheduled to teach three classes or the equivalent in an academic year shall pay effective January 1, 2009 for Academic Year 2008/2009:

For Family Medical Coverage - \$4,000 for plan year.

For Family Dental Coverage - \$200.00 for plan year.

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

E. The University shall reimburse Medicare Part B, for any Faculty member who is eligible for medical benefits in accordance with Section A above, but is enrolled in Medicare, provided he/she is not also enrolled in the University health plan, and up to the amount the employer would have paid if he or she were in the University health plan.

F. Premium Increase CAPS

1. Effective January 1, 2007 – No increase for the first five percent (5%) of Faculty premium increase; up to no more than two percent (2%) Faculty premium increase for up to seven percent (7%) premium increase for the University.
2. Effective January 1, 2008 – No more than three percent (3%) Faculty premium increase tied to premium increase for the University.
3. Effective January 1, 2009 – No more than four percent (4%) Faculty premium increase tied to premium increase for the University.

ARTICLE XXIX: DOMESTIC PARTNER COVERAGE

Domestic partners and qualified dependants shall be entitled to all benefits provided herein to spouses and children of spouses. In the event a vendor is unable or unwilling to recognize domestic partner family relationships, the parties will meet to discuss alternatives.

ARTICLE XXX: RETIREMENT BENEFITS

- A. Pension Eligibility effective Fall 2005:
1. Faculty must have worked at the University a minimum of two consecutive academic years to be considered pension eligible.

2. Faculty must have taught a minimum of ninety (90) contact hours for two or more courses or the equivalent in teaching activities; or have taught two courses or the equivalent and received a minimum of \$4,320 in 05/06 (\$3,500 in 04/05) in teaching wages during the previous academic year, and
3. Faculty must teach a minimum of ninety contact hours in the academic year for which they are newly eligible (or \$4,320 in 05/06 (\$3,500 in 04/05) in wages for two courses or the equivalent).
4. Payment to the pension will occur at least once per year in the third quarter of the calendar year for all wages paid in the previous academic year.
5. The \$4,320 minimum benefit eligibility wages will increase each year by the increase in hourly non-credit wages in this Agreement.

B. Effective September 1, 2005, the University shall contribute five percent (5%) of all wages to TIAA-CREF.

C. Effective September 1, 2006, the University shall contribute five percent (5%) of all wages to TIAA-CREF.

D. Effective September 1, 2007, the University shall contribute seven percent (7%) of all wages to TIAA-CREF.

E. Effective September 1, 2008, the University shall contribute ten percent (10%) of all wages to TIAA-CREF.

ARTICLE XXXI: EMPLOYEE ASSISTANCE PROGRAM

The University agrees to provide The New School Employee Assistance Program (appended hereto). If at any time this program, or a portion of the program is not available, the University will make its best effort to provide an equivalent program, or portion in its place.

ARTICLE XXXII: QUALIFIED TRANSPORTATION EXPENSE (QTE) BENEFIT PLAN

The University agrees to provide The New School Qualified Transportation Expense (QTE) Benefit Plan (appended hereto). If at any time this program, or a portion of the program is not available, the University agrees to provide an equivalent program, or portion in its place, in accordance with applicable law.

ARTICLE XXXIII: FLEXIBLE SPENDING ACCOUNTS

The University agrees to provide The New School Flexible Spending Accounts (appended hereto). If any time this program, or a portion of the program is not available, the University agrees to provide an equivalent program, or portion in its place, in accordance with applicable law.

ARTICLE XXXIV: YMCA DISCOUNT ON MEMBERSHIP

The University agrees to provide The New School YMCA Discount Membership Discounts (appended hereto). If at any time this program, or a portion of the program is not available, the University will make its best effort to provide an equivalent program, or portion in its place.

ARTICLE XXXV: TUITION BENEFITS

All Faculty members and their immediate family shall be eligible for remission of tuition and fees on the basis of one course for every course taught. Courses must be taken in the same semester/session earned on a space available basis (excluding “income sharing” courses), or the next fall, spring or summer semester/session, provided the Faculty member has not voluntarily left the University.

ARTICLE XXXVI: MAINTENANCE OF BENEFITS

A. All benefits to employees, attributable to the 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 XXXVII: 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 is found to be invalid because of conflict with applicable federal, state or local law, such invalidity shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE XXXVIII: 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 unequivocally waives the right and 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, except individual Faculty appointment and/or reappointment letters issued pursuant to this Agreement, and may not be modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

**ARTICLE XXXIX: TERM OF AGREEMENT AND TERMINATION
AND RENEWAL OF AGREEMENT**

This Agreement shall be in full force and effect from September 1, 2005 to and including August 31, 2009, and thereafter shall continue in effect unless notice of a desire

to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) days thereafter.

THE NEW SCHOOL

INTERNATIONAL UNION,
UAW, AFL-CIO

By: _____
Lesley A. Cadman
Vice Dean, Parsons

By: _____
Philip A. Wheeler
Director, Region 9A

By: _____
Carol S. Cantrell
Vice President for
Human Resources

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

By: _____
Linda Dunne
Dean, The New School for General
Studies

By: _____
Mathew Jackson
International Representative,
Region 9A

By: _____
Eliza Nichols
Vice Provost

By: _____
Kyle Adams

By: _____
Shelley Reed
Vice President for Information
Technology

By: _____
Jan Clausen

By: _____
Marie Dormuth

By: _____
Greggory Keith Spence, Esq.
Vice President & General Counsel

By: _____
Susan Hambleton

By: _____
Nancy Stier
Vice President for Budget & Planning

By: _____
Dennis Longwell

By: _____
Keila C. Tennent, Esq.
Associate General Counsel

By: _____
Joel Schlemowitz

By: _____
Robert Schaefer

By: _____
Barbara Siegel

By: _____
John Silver

By: _____
Nick Stoia

By: _____
Christopher Stone

By: _____
Gregory Tewksbury

By: _____
Robert Weber

FREE EXCHANGE OF IDEAS

Adopted January 21, 1987

An abiding commitment to preserving and enhancing freedom of speech, thought, inquiry and artistic expression is deeply rooted in the history of the New School for Social Research. The New School was founded in 1919 by scholars responding to a threat to academic freedom at home. The establishment of the University in Exile, progenitor of the Graduate Faculty of Political and Social Science, in 1933 was a response to threats to academic freedom abroad. The by-laws of the institution, adopted when it received its charter from the State of New York in 1934, state that the “principles of academic freedom and responsibility...have ever been the glory of the New School for Social Research.” The New School, since its beginnings, has endeavored to be an educational community in which public as well as scholarly issues are openly discussed and debated, regardless of how controversial or unpopular the views expressed. Providing such a forum was seen, from the first, as an integral part of a university’s responsibility in a democratic society.

The New School is committed to academic freedom in all forms and for all members of its community. It is equally committed to protecting the right of free speech of all outside individuals authorized to use its facilities or invited to participate in the educational activities of any of the University’s academic divisions. A university in any meaningful sense of the term is compromised without unhindered exchanges of ideas, however unpopular, and without the assurance that both the presentation and confrontation of ideas takes place freely and without coercion. In this context and because of its distinctive, educational role as a forum for public debate, the University has deep concern for preserving and securing the conditions which permit the free exchange of ideas to flourish. Faculty members, administrators, staff members, students and guests are obligated to reflect in their actions a respect for the right of all individuals to speak their views freely and be heard. They must refrain from any action which would cause that right to be abridged. At the same time, the University recognizes that the right of speakers to speak and be heard does not preclude the right of others to express differing points of view. However, this latter right must be exercised in ways which allow speakers to continue and must not involve any form of intimidation or physical violence.

Beyond the responsibility of individuals for their own actions, members of the New School community share in a collective responsibility for preserving freedom of speech. This collective responsibility entails mutual cooperation in minimizing the possibility that speech will be curtailed, especially when contentious issues are being discussed, and in assuring that due process is accorded to any individual alleged to have interfered with the free exchange of ideas.

Consistent with these principles, the University is prepared to take necessary steps to secure the conditions for free speech. Individuals whose acts abridge that freedom will be referred to the appropriate academic division for disciplinary review.

STATEMENT ON FREEDOM OF ARTISTIC EXPRESSION

Adopted October 4, 1989

The University's Policy on the Free Exchange of Ideas states that, "An abiding commitment to preserving and enhancing freedom of speech, thought, inquiry and artistic expression is deeply rooted in the history of the New School for Social Research." The University's responsibility for and dedication to securing the conditions in which freedom of expression can flourish extend to all forms of artistic expression, including the fine arts, design, literature, and the performance of drama, music and dance.

The opportunity to display or perform works of art at the University is made available through several academic processes and procedures in which faculty members and other duly appointed individuals exercise their best professional judgment. Among these procedures are selection of student art work by faculty, selection of gallery shows by gallery committees, selection of works of art by the Committee on the University Art Collection, display or performance as part of an approved course curriculum. Such authorized display or performance, regardless of how unpopular the work might be, must be unhindered and free from coercion. Members of the University community and guests must reflect in their actions a respect for the right to communicate ideas artistically and must refrain from any act that would cause that right to be abridged. At the same time, the University recognizes that the right of artists to exhibit or perform does not preclude the right of others to take exception to particular works of art. However, this latter right must be exercised in ways that do not prevent a work of art from being seen and must not involve any form of intimidation, defacement, or physical violence. The University rejects the claim of any individual or outside agency to dictate on the appropriateness or acceptability of the display or performance of any work of art in its facilities or as part of its educational programs.)

Voluntary Benefits – Fully Paid by the Employee

Qualified Transportation Expense (QTE) Plan

You may elect to contribute tax-free dollars to a "mass transit expense" account and/or contribute tax-free dollars to a "workplace parking expense" account.

Mass Transit Expenses

A pre-tax mass transit program is available to help you pay for mass transit expenses. You may elect to contribute up to \$105 per month on a pre-tax basis for eligible mass transit commuting expenses.

Parking Expenses

A pre-tax reimbursement parking expense program is available to you to help pay for workplace parking expenses. You may elect to contribute up to \$205 per month on a pre-tax basis for reimbursement of eligible parking expenses.

Incentives/Conveniences of this program:

- Mass Transit expenses: an eTRAC MasterCard is issued to you. You use this card to pay for the eligible commuting expenses.
- Parking expenses: you must file a claim with receipts for reimbursement.
- No "use it or lose it" feature. Therefore balances may carry over from one calendar year to the next.
- Reduces your taxable wages.
- In addition, you can elect "post-tax" payroll deductions in excess of the "pre-tax" amounts mentioned above for both mass transit and parking.

This benefit is effective the later of the first of the month following employment or first of the month following receipt of your enrollment form in Human Resources.

The vendor is Benefit Resource, Inc. Their website is: www.ibenefitresource.com. Once your account is established, you can view your account online via their website.

Flexible Spending Accounts (FSAs)

Health Care Flexible Spending Account

A pre-tax Health Care Flexible Spending Account is available to you to help pay for medical and dental expenses NOT covered by health care and/or dental care insurance plans. The maximum annual amount that you can contribute on a pre-tax basis is \$5,000 per calendar year. The minimum annual amount that you can contribute on a pre-tax basis is \$300. You can receive reimbursement for expenses incurred by you, your spouse and eligible dependents.

Dependent Care Flexible Spending Account

The pre-tax Dependent Care Flexible Spending Account is available to you to help pay for eligible out-of-pocket dependent care expenses such as child daycare, in-home dependent care, nursery school or adult care dependent expenses. The maximum annual amount that you can contribute on a pre-tax basis is \$5,000, if single or if married and filing a joint return. The limit is \$2,500, if married and filing a separate income tax return.

Both accounts have a "use it or lose it" feature as required by law. Amounts contributed by you in a calendar year but not claimed for the plan year are forfeited. You have until March 31st of the following calendar year to file a claim. You may elect one or both accounts.

The vendor is ADP for both the HealthCare and Dependent Care Accounts. Their website is: www.flexdirect.adp.com. Once your account is established, you can access your account online via their

Website.

Tax- Deferred 403(b) Annuity Plan with TIAA-CREF (Voluntary Pre-Tax Contributions)

You are eligible to make contributions on a pre-tax basis towards your retirement. You may elect to contribute a percentage (i.e., 5%) of your pay, a fixed dollar amount (i.e., \$100) from each pay, or you may elect to contribute the maximum allowable amount. Your contributions and earnings grow on a tax-deferred basis.

Regular Contributions

The maximum annual deferral in 2006 is \$15,000.

Catch-Up Contributions

The maximum additional amount that may be contributed on a pretax basis in calendar year 2006 by individuals who will attain age 50 by December 31, 2006 is \$5,000.

The University's Voluntary Tax-Deferred Annuity Plan is administered by TIAA-CREF. Their Website is: www.tiaa-cref.org. Once your account is established, you can access your account online via their website.

Other Benefits - Paid by University

Employee Assistance Program (EAP)

This benefit is paid for by the University and is for all employees and close family and friends.

It is provided by an independent organization, the Employee Development Center (EDC), a division of the Cornell University Medical College. Free consultation is available with a licensed counselor. Participation is confidential.

To schedule an appointment, call 1-212-935-3030. Outside New York, call 1-800-327-9092.

Other Programs - Paid by Employee

The following are other programs which are fully paid for by the employee.

YMCA

The YMCA is located on 14th Street, between 6th and 7th Avenue. The following benefits are only available at this location.

- 20% discount on membership
- \$125 initiation fee waived

You may show your New School ID.

March 16, 2006

Julie Kushner
ACT-UAW, Local 7902
113 University Place 6th floor
New York, NY 10003

Re: Side Letter for 2005-2009 Collective Bargaining Agreement

Dear Ms. Kushner:

Reference is made to the Memorandum of Agreement dated October 31, 2005, and the recently completed discussions regarding the draft 2005-2009 Collective Bargaining Agreement. The parties agree as follows:

1. The University will not be arbitrary and capricious in the designation of renamed or redesigned courses so they are considered new for purpose of removing a Faculty from a course.
2. The University will make an effort to maintain the faculty member's distribution of base load courses. The University will make an effort to accommodate Faculty member's requests for a change in such distribution; this effort will not include reassignment of courses for replacement purposes.
3. There is no set percentage of Faculty who will be able to obtain a Multi-Year appointment; any Faculty member who meets the standard will obtain it.
4. The University will not be arbitrary in assignment of classes.
5. Multi-Year appointment shall only be withheld in the instance of a planned discontinuance of a program.
6. The parties agree to change Article XXVII (Compensation) to reflect that after Spring 2006, faculty members assigned to teach Lab courses will receive the salary rates that have been negotiated for the Studio courses and not the rates that have been negotiated for Lecture courses. Faculty members teaching Lab courses during Fall 2005 and Spring 2006 shall, however, receive the rates negotiated for Lecture courses as long as they teach Lab courses.
7. The University agrees to offer the following accommodation to existing faculty who were formerly "Part-time Teaching Staff." To the extent such faculty members participated in the PTTS Benefits Plan and elected during the 2004-05

fiscal year to use the \$500 benefit as a pension contribution, the University agrees to supplement each such faculty member's annual pension contribution to ensure that the faculty member maintains an annual \$500 pension contribution through August 31, 2008. The University's agreement only applies to the eligible faculty members who do not participate in the University's health plan through August 31, 2008.

Please indicate your agreement by signing below.

Sincerely,

Carol S. Cantrell
Vice President, Human Resources

Julie Kushner