
New School Part-Time Faculty

CONTRACT SUMMARY OF RIGHTS & BENEFITS

To consult a union representative, email: mail@actuaw.org

INTRODUCTION

Coming together as a union gives us power over how the university treats us. Our union contract is an expression of our power. It ensures us rights and benefits as employees of The New School.

Our Contract comes up for renegotiation every couple of years. At the moment, in addition to the contract, we have a Memorandum of Agreement (MOA) with the university. The MOA temporarily modifies some parts of the contract, offering new protections for members during pandemic planning. The MOA is valid through Academic Year 2021-2022 depending on University enrollment numbers. When the MOA expires, we will bargain a new contract.

In solidarity,

the PTF Union Rep team

RIGHTS & BENEFITS GIVEN TO ALL PART-TIME FACULTY

General Rights

- Non-discrimination (Article 7 - VII)
 - Academic Freedom (Article 8 - VIII)
 - Safe working conditions and equipment to carry out assigned duties (Article 23 - XXIII)
 - Labor Management Committee meeting (1 per semester) (Article 11 - XI)
 - Just Cause: discipline or discharge will be for cause. This does not apply to the guarantee of course reappointment. (Article 15 - XV)
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Miscellaneous Benefits

- Access to an Employee Assistance Program (Article 32 - XXXII)
 - Qualified Transportation Expense Benefit Plan (Article 33 - XXXIII)
 - Flexible Spending Accounts (Article 34 - XXXIV)
 - YMCA Discount Memberships (Article 35 - XXXV)
 - Tuition Benefits (Article 36 - XXXVI)
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Evaluation Rights

- Protocols for performance evaluations (Article 14 - XIV)
- Access to review personnel files with or without Union reps (Article 25 - XXV)
- The right to have a union rep present at disciplinary and grievance meetings (Article 26 - XXVI). See page 12 for details.

Guaranteed Access to University Resources

- Access to email, computers with internet, and appropriate printing and photocopying (Article 16 - XVI)
 - Access to office space e.g. for advising (Article 16 - XVI)
 - Reasonable Access to storage space (Article 16 - XVI)
 - Access to University professional development activities and funds (Article 21 - XXI)
 - Supplies, materials, and software require by the department to teach (Article 22- XXII)
 - Notification of full time positions (Article 12 - XII)
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RIGHTS & BENEFITS BASED ON SENIORITY (SEMESTERS OF SERVICE)

Variable Healthcare and Retirement Benefits

- Union members become eligible for healthcare after 1 academic year of employment. Must have taught 2 classes at 90 contact hours or equivalent and be scheduled to teach 2 classes at 90 contact hours or equivalent in the upcoming academic year. (Article 29 - XXIX)
- Medicare Part B reimbursement (Article 29 - XXIX)
- 20% premium copay with no more than a 10% increase from year to year (Article 29 - XXIX)
- Domestic partners and dependents covered (Article 30 - XXX)
- Pension eligibility begins after 2 consecutive years of academic employment and 90 contact hours or equivalent — 10% of wages to TIAA (Article 31 - XXXI)
- *The July 2020 MOA establishes that the University will pay no pension contributions from September 1, 2020 through August 31, 2021.*

FACULTY APPOINTMENTS (ARTICLE 8 - VIII)

Seniority Level	Probationary	Post Probationary	Annualized	Multi-Year	Annual Grandparented
Title	Part-Time Lecturer	Part-Time Lecturer	Part-Time Assistant Professor	Part-Time Associate Teaching Professor	Part-Time Associate Teaching Professor
Semesters Taught (inc. summer)	1-4	5-10	11+	11+	24 semesters as of 2005
Appointment length	1 semester	Annual	Annual	3 years	1-3 years
Reappointment right	No	No	Yes	must re-apply	Yes
Severance	No	No	50% of salary from the last year or 65% of the average of the last two years, whichever is greater, and recall rights for two (2) years	75% of salary from the last year of the previous Multi-Year 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.	Same as Multi-Year
Baseload: the minimum number of hours the university must offer you each fall and spring semester	No	No	Yes (2-year lookback) set once	Yes (3-year lookback) can be re-set with each new MY review	Yes (3-year lookback)
Replacement rights	No	No	Can displace Probationary, Post-Probationary and Annualized with less seniority	Can displace Probationary, Post-Probationary, and Annualized	Can displace Probationary, Post-Probationary, Annualized, and Multi-Year
Displacement protection for self-designed course	No	4 semesters (no cancellation fees)	4 semesters (no cancellation fees)	4 semesters (no cancellation fees)	4 semesters (no cancellation fees)
Presumed qualified to teach in areas of experience	N/A	N/A	Yes	Yes	Yes

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Right to training and professional support if teaching a new course	N/A	N/A	Yes	Yes	Yes
Base load reduction fee	No	No	Yes	Yes	Yes
Course cancelation fee	No	15%	30%	50%	50%
Paid Academic Leave	No	No	Yes	Yes	Yes
Unpaid Leave	Only when legally mandated	Only when legally mandated	Any request may be considered	Any request may be considered	Any request may be considered
Emergency Absence**	Yes	Yes	Yes	Yes	Yes
Eligibility to serve on University Diversity Committee	No	No	No	Yes	Yes

**one hour of paid sick leave for each 30 contact hours of service (up to a maximum of 40 hours) or one emergency absence of one class per course per semester, whichever is greater.

The July 2020 MOA allows faculty to decline any course appointment without a baseload penalty. Additionally, academic year 20-21 baseload will be calculated on income instead of contact hours.

VARIABLE COMPENSATION	
Payday (Article 24 - XXIV)	Monthly
Instruction Compensation* (Article 28 - XXVIII)	Hourly rates** Hour =50 min of instruction
Lecture/Seminar/Discussion/ Mannes College	\$127.85/hr
Studio/Lab/Mannes Extension/ Chamber Music	\$95.54/hr
Non-credit	\$74.02/hr
Mannes Prep	\$71.31/hr
Administrative Hour (when required by the University)	50% of teaching rate
Senior Work/Senior Thesis and Independent Study	50% minimum seminar rate, or grand- parent higher rate/ 15 hours
Online Instruction: \$500 one-time pay for training \$500 equipment reimbursement \$500 conversion fee	Suspended by MOA
Tutoring	\$59.56/hr
Curriculum Development maximums: 20 hours for 2-day workshop 50 hours for full semester course 65 hours for an online course	\$74.14/hr
Performance	\$272.25/performance
Misc teaching	100% of teaching rate
Misc Non-teaching	\$44.66/hr
Evaluator	\$87.63/hr
Coordinator	50%-100% of teaching rate
Committee Service (inc. but not limited to LMC)	\$100/meeting maximum \$600 \$400 for LMC + \$400 for sub- committee on affirmative action
Academic Advising	\$2722.42/term
Registration Advising	\$44.66/hr
Professional Services	50% of teaching rate
Training	\$44.66/hr

*Base rate as of September 2018 may be higher based on annual increases and years of service

**While the MOA is in effect, faculty earning between \$75,000 and \$150,000 per year will have a 3% pay cut; faculty earning above \$150,001 per year will have a 6% pay cut. Union Leave funds paid to Faculty are exempt from this provision. There will be no Annual Wage Increase for the duration of the MOA.

WHEN THE UNIVERSITY DOESN'T FOLLOW THE CONTRACT

The grievance procedure (Article 26 - XXVI) is the means by which we enforce the contract and ensure the university respects its obligations to us. Here's how it works:

1. You are being mistreated in some way major or minor. You believe the university is violating our union contract.
2. You reach out to your union rep or email us to let us know about the problem. The sooner you report the problem to us, the better.
3. We will be in touch with you to discuss the problem. Sometimes, small problems can be resolved informally. You and the rep will help determine whether the problem can be resolved informally or not.
4. If the problem cannot be resolved informally, the rep. will set up an official grievance meeting with university officials. Depending on your problem and whether there are others experiencing it, we may need to have several meetings with the university or only one.
5. The university will propose a resolution to your problem. You and your union rep will discuss the resolution. If you and your rep do not find the university's decision satisfactory, we have the right to appeal your case to a neutral, third-party arbitrator.
6. An arbitrator is a neutral professional who resolves disputes between us and the university. We will make our case before the arbitrator and the university will make its case. The arbitrator will make a binding decision, meaning the university must follow the arbitrator's decision even if it doesn't like it.

Don't let the grievance procedure daunt you. We'll be with you every step of the way. We are here to support you and help you hold the university accountable.

THE RIGHT TO UNION REPRESENTATION

By law, union employees have a right to union representation at investigatory interviews. These rights have become known as the *Weingarten Rights*.

Employee's Responsibility

The employee is responsible to know their right to representation. If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation.

Management is not required to inform the employee of his/her Weingarten rights; it is the employee's responsibility to know and request.

During an investigatory interview, the Supreme Court ruled that the following rules apply:

Rule 1

The employee must make a clear request for union representation before or during the interview.. The employee cannot be punished for making this request.

Rule 2

After the employee makes the request, the employer must choose from among three options:

- Grant the request and delay questioning until the union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
- Deny the request and end the interview immediately; or
- Give the employee a clear choice between having the interview without representation, or ending the interview.

Rule 3

If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

You can invoke your right to representation by saying:

"If this discussion could in any way lead to my being disciplined, terminated, or cause an effect on my personal working conditions, I respectfully request that my Union Representative be present at this time. Until my representative arrives, I choose not to participate in this discussion."

PROTECTED CONCERTED ACTIVITY

You have the right to act together with co-workers to address work-related issues in many ways.

Examples include:

- talking with one or more co-workers about your wages and benefits or other working conditions
- circulating a petition asking for better hours
- participating in a concerted refusal to work in unsafe conditions
- openly talking about your pay and benefits
- joining with co-workers to talk directly to your employer about problems in your workplace.
- joining with co-workers to talk to media or a government office about problems in your workplace.

Your employer cannot discharge, discipline, or threaten you for, or coercively question you about, this "protected concerted" activity.

A single employee may also engage in protected concerted activity if he or she is acting on the authority of other employees, bringing group complaints to the employer's attention, trying to induce group action, or seeking to prepare for group action.

However, you can lose protection by saying or doing something knowingly and maliciously false, or by publicly disparaging your employer's products or services without relating your complaints to any labor controversy.