

**Memorandum**  
**of**  
**Agreement**  
**Between**  
**New York University**  
**and**  
**International Union, UAW**  
**and Local 2110, UAW**

**March 10, 2015**

## **ARTICLE I- RECOGNITION**

Pursuant to the Representation Election conducted by the American Arbitration Association in Case No. 13 500 121 10, except as modified herein, New York University ("the Employer" or "University") recognizes the International Union, UAW, AFL-CIO and its Local 2110, Technical, Office and Professional Workers, as the sole and exclusive bargaining agent for all graduate students who teach classes including those enrolled in Ph.D. programs and those enrolled in Master's degree programs; graduate assistants; research assistants, who are employed by the Employer. Excluding all other employees, graduate employees enrolled in Ph.D. programs beyond the 7<sup>th</sup> year who are classified as adjuncts, graders and tutors, graduate assistants at the School of Medicine, candidates for the Master of Business Administration degree in the University's Stern School of Business, research assistants at Polytechnic Institute, research assistants in the Biology, Chemistry, Neural Science, Physics, Mathematics, Computer Science and Psychology departments, guards and supervisors as defined in the National Labor Relations Act.

## **ARTICLE II - BARGAINING UNIT INFORMATION**

- A.** The University will provide to the Union a list of all graduate employees, including name, address, home telephone number, email address, gender, race, school, department (enrolled and employed), payroll code if any, term of the appointment, job title, compensation and date of hire as soon as reasonably practicable but within (30) days of the start of the semester.
- B.** The University will provide reasonable notice to the Union of a major re-organization of the University which has a substantial impact on the bargaining unit, provided that failure to give notice shall not be a basis to change or enjoin the decision on reorganization.

### **ARTICLE III - UNION SECURITY AND CHECKOFF**

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

**B.** Payment of union dues and agency fees may be made via the check off procedure provided by this Agreement. The Union shall hold the University harmless for any action taken in connection with this Article or the enforcement thereof.

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

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

The Union will provide to the University a suitable form, signed by a graduate employee, for the authorization of payroll deductions.

**Article IIIA – VOLUNTARY COMMUNITY ACTION PROGRAM (V-CAP)**

A. Effective October 1, 2015, the University agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

B. Deductions shall be made only in accordance with the provision of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.

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. 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.** The University agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, UAW. The University agrees to furnish UAW V-CAP with the names of those employees for whom deductions have been made.

#### **ARTICLE IV - TERMS OF APPOINTMENT OF GRADUATE EMPLOYEES**

- A. Each Graduate Employee shall, prior to ten (10) business days after the start of his/her on-site responsibilities, receive from the relevant Department or Program a Letter of Appointment. The Letter of Appointment shall set forth the amount of any compensation, the duration of the appointment, and the expected average number of hours per week for an adequately - prepared graduate student. The Letter of Appointment may also set forth such other relevant terms and conditions as may be established by the Department or Program.
- B. In the event the position described in the Letter of Appointment becomes unavailable due to cancellation or similar reasons the University shall assign the graduate employee to a comparable position for the duration of the appointment.
- C. No graduate employee shall be required to perform a service for the benefit of any other University employee that is entirely personal in nature.
- D. Graduate Employees who are required to enroll in any course, including ESL language training, as a condition of their employment, shall have the tuition and/or fees for such courses waived.
- E. Graduate Employees shall be paid bi-weekly, commencing no later than fourteen (14) days after the effective date of the appointment. The option of direct deposit of paychecks shall be made available to graduate employees.

**F.** Graduate Employees, whose appointments so specify, shall have fees waived for tuition, maintenance of matriculation, basic membership in the sports center, student activities and registration. Doctoral students who are graduate employees shall have maintenance of matriculation and related fees waived.

**G.** No graduate student employee receiving a fellowship stipend shall have the stipend reduced as a consequence of her/his assignment to a position covered by this Agreement.

**H.** (a) Each Fall and Spring semester, the Union may nominate at least five (5) graduate employees who are members of the bargaining unit in the subject semester, to serve as Graduate Employee Representatives. Of those nominated, the University will appoint three (3) Graduate Employee Representatives to assist members of the bargaining unit with issues concerning administration of this collective bargaining agreement. Should the Graduate Employee decline the appointment, the University shall appoint one of the other Union nominees. These graduate employees will receive an appointment as a Graduate Employee Representative and shall be relieved of any teaching responsibilities in connection with this additional appointment. Their teaching or other responsibilities for any other required graduate employee appointment shall be unaffected. Graduate Employee Representatives will be required to attend meetings called by the University's Assistant Vice President for Employee Relations or other designated University representative, up to four (4) times in each of the Fall and Spring semesters to review and discuss issues concerning administration of this collective bargaining agreement. Graduate Employee Representatives may also call such a meeting. A Graduate Employee Representative shall receive, for each such appointment, gross compensation equal to the



minimum compensation payable for teaching forty-two (42) contact hours, at no less than the for credit courses in degree program rate.

(b) Each Summer semester, the Union may nominate at least five (5) graduate employees to serve as a Graduate Employee Representative for the Summer semester, with the same duties and responsibilities as set forth in the preceding paragraph. The University shall select three (3) of those nominated as Graduate Employee Representatives for the Summer semester. The Graduate Employee Representatives, for each Summer semester appointment, shall receive gross compensation equal to the minimum compensation payable for teaching twenty-eight (28) contact hours, at no less than the for credit courses in degree program rate.

2. The following conditions apply to the nomination and appointment of a Graduate Employee Representative:

(a) The Graduate Employee Representative must have been appointed as a graduate employee and be a member of the bargaining unit at the time of his/her Graduate Employee Representative appointment.

(b) In carrying out the duties of a Graduate Employee Representative, there can be no disruption or interference with the normal functioning of University classes and operations. This shall not restrict the Graduate Employee representative's right to engage in protected concerted activity.

(c) For appointment for the Fall semester, the Union must notify the University's Office of Employee Relations of the identities of those nominated for appointment as Graduate Employee Representatives by the preceding July 1; for appointment for the Spring semester, such notification must be made by the preceding December 1; for appointment for the Summer semester, such notification must be made by the preceding April 1. Appointments will be made July 15, December 15, and April 15, respectively.

(d) The Union may nominate a substitute should a Graduate Employee Representative position become vacant, who shall be entitled to pro rata compensation.

## **ARTICLE V - UNION OFFICERS AND MEETINGS**

**A.** The Union may designate a Unit Chair and up to thirty stewards. As soon as practicable after the start of the fall semester, the Union will provide the University's Office of Labor Relations with a list of the names and departments of such representatives and will timely provide any changes thereto.

**B.** The University will, upon request of the Union no more than three (3) times per academic year, make available a suitable meeting space for general union membership meetings. Union requests must be made no later than ten (10) business days prior to the desired meeting date.

**C.** The University and the Union will mutually agree upon the text of a brief letter of information about the Union to be included with a union membership/agency fee authorization card to be included with a Graduate Employee Letter of Appointment.

**D.** The Union may have an information table for a one hour periods both before and after a school-wide graduate employee orientation.

## **ARTICLE VI - BULLETIN BOARDS**

The University shall provide six (6) 24 inch by 36 inch bulletin boards in reasonably accessible places for Union notices relating to meetings, dues, social activities and general union matters. One bulletin board shall be glass enclosed with a lock where there exists an electronic bulletin board for making school-wide announcements, for three 24-hour periods in a semester, the Union may submit a brief announcement for posting. No notices which are derogatory to the University shall be posted.

## **ARTICLE VII - GRADUATE EMPLOYEE RECORDS**

Notwithstanding union requests for information pursuant to collective bargaining and grievance-handling, Graduate Employees shall have the same access to their records of employment as graduate employees as exists for student records under the Family Educational Rights and Privacy Act.

## **ARTICLE VIII - PROFESSIONAL CONDITIONS**

**A.** Graduate Employees will have reasonable access to desk space, telephone, voicemail and photocopy equipment, as necessary to carry out their responsibilities.

**B.** Consistent with program guidelines, Graduate Employees shall have reasonable latitude, where appropriate, to exercise their professional judgment within their area of expertise in deciding how best to accomplish their assignments within the scope of the directions given by the individual supervisor as well as fiscal and time constraints. In addition, graduate employees shall receive appropriate acknowledgment of their projects or contributions to projects in such instances in which acknowledgment is customarily publicly given by the University.

**C.** Graduate Employees who are required to attend a pre-semester training or organizational session shall receive \$150.00 per each day.

## **ARTICLE IX - TRAVEL AND MEAL ALLOWANCE**

A Graduate Employee who is required, as part of his/her duties as graduate employee, to engage in authorized out of town travel, shall, upon presentation of appropriate documentation, be reimbursed for ordinary and necessary expenses in accordance with University policies applicable to travel and meal expenses for University faculty and administration.

Graduate Employees who are required to engage in authorized local travel shall be reimbursed for the cost of public transportation. The use of other means of transportation will be reimbursed if approved by the supervisor.

**ARTICLE X - EMPLOYEE ASSISTANCE PROGRAM**

Graduate Employees shall have access to the services and programs of the University's Employee Assistance Program on the same basis as other University employees.



## **ARTICLE XI - HOLIDAYS/ VACATION**

**A.** The University's Administrative holiday schedule shall be applicable to graduate employees.

Any graduate employee required to work on a University holiday may arrange for a mutually agreeable alternative within the same semester with the appropriate supervisor. The University will provide to the Union a list of the University's Administrative holidays.

**B.** Graduate employees pursuing a doctorate who work twenty-six (26) consecutive weeks will be entitled to two (2) week's paid vacation at their regular rate of pay. All other graduate employees who work twenty-six (26) consecutive weeks will be entitled to one (1) week's paid vacation at their regular rate of pay. Scheduling of vacation is subject to supervisory approval. Approval shall not unreasonably be withheld.

## **ARTICLE XII - LEAVES OF ABSENCE**

**A.** The University will not unreasonably deny a graduate employee's request for a paid leave of reasonable duration due to the graduate employee's illness or spouse's or child's illness, religious observance or for bereavement due to the death of a parent, child, spouse, domestic partner, sibling or grandparent. A reasonable duration in the case of any illness shall not be less than a total of five (5) days in any academic year. Reasonable documentation may be required for an absence exceeding three days. The provisions of the New York City Earned Sick Time Act (Local Law 46 of 2013, as amended) are waived.

**B.** In the event of a graduate employee's illness for a period of fourteen (14) days or longer, the parties recognize that it is the University's responsibility to make alternative arrangements to cover the graduate employee's assignment.

**C.** Graduate Employees shall have all rights provided by law for military leave.

**D.** Graduate Employees shall not have any reduction of compensation due to service on jury duty. To the extent permitted by law, graduate employees shall request a postponement of jury service if requested to do so by their Department or program. Graduate employees shall advise their supervisor of their receipt of notice for jury service as soon as reasonably possible.

**E.** The University shall not, during the period of a graduate employee's appointment, unreasonably deny a graduate employee request for an unpaid personal leave of reasonable duration, including leave for required foreign military or civil service.

**F.** A maximum of three (3) graduate employees per academic year will each be entitled to one unpaid leave of absence for contiguous Fall and Spring semesters for union business. During such leave of absence, the graduate employees shall remain eligible for tuition remission and student health insurance coverage. Any individual graduate employee may be granted no more than one (1) such leave of absence.

### **ARTICLE XIII - HEALTH AND SAFETY**

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

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

#### **ARTICLE XIV - NON-DISCRIMINATION**

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

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

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

## **ARTICLE XV - DISCIPLINE AND DISCHARGE**

The University may discharge or discipline a graduate employee for just cause.

"Discipline" or "discharge" means termination of a graduate employee's employment or suspension with loss of pay and shall not include any adverse action based on academic performance by a graduate employee. In the event that the University relies upon previous warnings to justify disciplinary action, the Union may include the previous warnings as part of the grievance.

## **ARTICLE XVI – POSTING**

A. Departments which customarily employ only their own students as graduate employees will establish a system whereby each graduate employees is able to easily find out the graduate employee positions, not otherwise assigned, available within the department, and will post this information so that all qualified graduate students are given equal opportunity to apply. The department will also employ other appropriate channels of communication to maximize distribution of this information.

B. Departments or Programs which customarily employ non- departmental graduate employees for a course(s) will post these employment opportunities, not otherwise assigned, on a University-wide basis in order to ensure that all qualified graduate students are given equal opportunity to apply for anticipated openings. Such University-wide postings shall be made available via the internet or other University on-line information systems.

## ARTICLE XVII - COMPENSATION

A. Teaching Duties. Graduate Employees assigned to teaching duties (eg. instructor of record, teaching recitation or laboratory sections) shall be compensated per contact hour at no less than the then-current rates applicable in the UAW Local 7902 – New York University collective bargaining agreement governing adjunct faculty.\*

B. Other Duties. Graduate employees assigned to other duties shall be compensated at least at the following hourly rates:

<u>Effective</u>	<u>Hourly Rate</u>
September 1, 2015	\$15.00
September 1, 2016	\$16.00
September 1, 2017	\$17.00
September 1, 2018	\$18.00
September 1, 2019	\$20.00

Graduate employee positions carrying higher rates shall receive the percentage increases set forth in the Appendix.

C. (1) Within sixty (60) days of the execution of a collective bargaining agreement, all graduate employees at Washington Square eligible for the bargaining unit during Academic Year 2013-2014 shall receive a one-time gross payment of \$250.00. This one-time payment shall not become part of any base rate nor shall it be used for the calculation of any benefit under the Agreement.

(2) Within sixty (60) days of the execution of a collective bargaining agreement, all graduate

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\* See Appendix regarding fully-funded Ph.D. students.



employees at Washington Square eligible for the bargaining unit during Academic Year 2014-2015 shall receive a one-time gross payment of \$250.00 if employed during the Fall 2014 semester and a one-time gross payment of \$250.00 if employed during the Spring 2015 semester. This one-time payment shall not become part of any base rate nor shall it be used for the calculation of any benefit under the Agreement.

(3) Within sixty (60) days of the execution of a collective bargaining agreement, all graduate employees at the NYU Polytechnic School of Engineering eligible for the bargaining unit during Academic Year 2013 -2014 shall receive a one-time gross payment of \$750.00. This one-time payment shall not become part of any base rate nor shall it be used for the calculation of any benefit under the Agreement.

(4) Within sixty (60) days of the execution of a collective bargaining agreement, all graduate employees at the NYU Polytechnic School of Engineering eligible for the bargaining unit during Academic Year 2014 -2015 shall receive a one-time gross payment of \$750.00. This one-time payment shall not become part of any base rate nor shall it be used for the calculation of any benefit under the Agreement.

#### **D. Research Assistants<sup>†</sup>**

Academic Year 2015-2016        - \$26, 200

Increases as follows:

2016 – 2017	- 2.25%
2017 – 2018	- 2.5%
2018 – 2019	- 2.25%
2019 – 2020	- 2.5%

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<sup>†</sup> Research Assistants are Ph.D. students who have formal 20 hour per week appointments for a semester or academic year.

E. The University, in its sole discretion, may establish rates above the minimum rates for any graduate employee. Minimum rates contemplate an average of 20 hours per week. Any graduate employee assignment which has an established and required schedule which averages more than twenty (20) hours per week shall have the minimum rate proportionately adjusted. Examples of duties that shall be considered part of a normal workload are actual class time, reasonable office hours or time spent advising students, a reasonable amount of preparation time for an adequately prepared graduate student, reasonable time spent grading, proctoring, or programmatic tasks required for employment, and required training for which the employee receives no academic credit. However, in any single department, if the initial appointments of two (2) or more new graduate employees carry higher pay rates than the rates of any incumbent graduate employee, the rates for incumbents shall not be lower than those initially appointed.

## **ARTICLE XVIII - HEALTH INSURANCE**

- A.** For those graduate employees whose appointments so specify, the University will provide its student health insurance plan (Comprehensive Plan – Individual Coverage) at no cost to graduate employees.
- B.** Effective September 1, 2015, for the graduate employees not eligible for the provision of the above paragraph A, the University will provide its student health insurance plan (Basic Plan – Individual Coverage) at 10% of the applicable premium rate.<sup>†</sup> Graduate employees so covered may elect the Comprehensive Plan – Individual Coverage, at its additional cost.
- C.** Effective September 1, 2015, graduate employees will be covered by the Stu-Dent Plan for NYU students at no cost.
- D.** Effective September 1, 2015, the University shall establish a Graduate Employee Student Health Insurance Dependant Premium Support Plan. The Plan will be funded as follows:
- |  |                |
|--|----------------|
| Academic Year 2015 – 2016                | - \$150,000.00 |
| Academic Year 2016 – 2017                | - \$175,000.00 |
| Academic Year 2017 – 2018 and thereafter | - \$200,000.00 |

The funds for each academic year shall be divided equally between the Fall and Spring

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<sup>†</sup> The student health insurance plan at Polytechnic School of Engineering will remain in effect at least through August 31, 2015.

semesters. Those graduate employees who are doctoral candidates who actually purchase dependant coverage under the Basic Student Health Insurance Plan, and provide proof thereof, may, during the subject semester, apply for up to 75% reimbursement of dependant coverage premiums. Actual reimbursement will depend on the number of applications and the funds allocated for that semester. Unused funds, if any, will not carry over to a future semester.

#### **ARTICLE XVIII - CHILD CARE**

The University will allocate \$60,000 for the calendar year beginning January 1, 2016 to provide a child care subsidy to bargaining unit employees. It will increase the allocation to \$70,000 for the year beginning January 1, 2017; \$80,000 for the year beginning January 1, 2018; \$90,000 for the year beginning January 1, 2019; and \$100,000 for the year beginning January 1, 2020 and thereafter. The funds will be distributed, on a mutually agreed to basis, into dependant care spending accounts established for eligible employees for reimbursement of eligible child care expenses for children under the age of 6, in accordance with the Internal Revenue Service requirements. The formula for distribution shall be established by the Union, subject to approval by the University. Such approval shall not be withheld unreasonably. Any money not allocated to employee spending accounts in a calendar year will be added to the money provided in the next calendar year.

## **ARTICLE XIX - MAINTENANCE OF BENEFITS**

No provision of this Agreement shall be construed as to lower the compensation rate of any graduate employee. Graduate employees receiving wages and conditions of employment higher or better than specifically provided for herein shall continue to receive same throughout the period of this Agreement.

## **ARTICLE XX - GRIEVANCE AND ARBITRATION PROCEDURE**

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

**B.** An aggrieved graduate employee or the Union shall present a grievance within fifteen (15) days of its occurrence or such grievance shall be deemed waived by the graduate employee and the Union. A graduate employee may be accompanied by a union representative at each step of the grievance procedure.

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

**Step 1.** The graduate employee shall discuss the grievance with the appropriate faculty member or administrator, as the case may be, within the graduate employee's department or in the appropriate unit of the assistantship. If the grievance is not adjusted satisfactorily to the graduate employee within ten (10) days, the Union may appeal the grievance to Step 2.

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

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

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

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

**F. (1)** If either party is not satisfied with the Step 3 response, the grievance may be taken to arbitration by the University or the Union within thirty (30) days of the Step 3 response. The time within which a party may request arbitration is of the essence. A party shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to the other party. The American Arbitration Association shall designate as arbitrator from the following panel, in rotating order: Martin Scheinman, Ralph Berger, Daniel Brent, and Jack Tillem. Should there be a vacancy on the panel, the University and Union shall mutually choose a substitute. If they cannot agree on a substitute within thirty (30) calendar days of a vacancy, they will choose a substitute by alternately striking names from a list of twelve (12) arbitrators submitted by the American Arbitration Association until one name remains, who will fill the vacancy.

**(2)** The Arbitrator shall have jurisdiction only over disputes arising out of grievances,

as defined in paragraph A above and shall not have authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the University and the graduate employee. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.

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

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

**I.** Grievances concerning the discharge of a graduate employee, and/or grievances pertaining to more than one graduate employee may be initiated by the Union at Step 3 of the grievance procedure.



## **ARTICLE XXI - NO STRIKE, NO LOCKOUT**

**A.** The Union agrees that it will not nor will it permit any member of the bargaining unit to call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work. Any employee engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge.

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

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

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

## **ARTICLE XXII - MANAGEMENT AND ACADEMIC RIGHTS**

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

B. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

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

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

### **ARTICLE XXIII - NOTICES**

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

**To the Union:**

Local 2110, UAW, Technical, Office and Professional Workers AFL- CIO  
256 West 38<sup>th</sup> Street – Suite 704  
New York, NY 10018  
[local2110@2110UAW.org](mailto:local2110@2110UAW.org)  
Fax: (212) 228-0198

**To the University:**

Office of Labor Relations  
New York University  
Elmer Holmes Bobst Library  
70 Washington Square South – Room 1150  
New York, NY 10012  
[olr@nyu.edu](mailto:olr@nyu.edu)  
Fax: (212) 995-3048

Unless otherwise provided by law, correspondence and notices may be sent by electronic mail. Any change of address shall be provided to the other party by its effective date.

#### **ARTICLE XXIV - ENTIRE AGREEMENT**

The University and the Union agree that all matters desired by either party have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not within the contemplation of the parties and whether or not referred to in this Agreement. This Agreement, with the letter agreement between the University and the Union dated November 26, 2013, constitutes the complete understanding of the parties with respect to all issues between them, supersedes all oral or written agreements heretofore made and may not be changed, modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

#### **ARTICLE XXV - CONFORMITY TO LAW - SAVINGS CLAUSE**

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


## ARTICLE XXVI - TERM OF AGREEMENT


This Agreement shall be effective to and including August 31, 2020. The parties shall commence negotiations on a successor contract upon the request of either party on or after April 1, 2020.

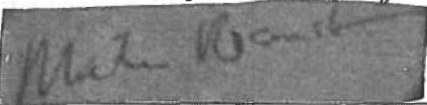
Subject to Ratification:

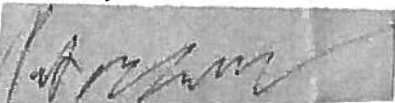
For  
INTERNATIONAL UNION, UAW  
AND LOCAL 2110, UAW

  
Julie Kushner  
Regional Director, UAW


  
Scott Sommer  
International Representative, UAW

  
Ken Lang  
International Representative, UAW

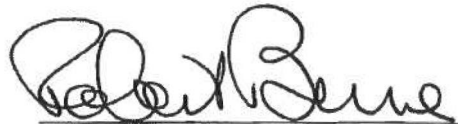
  
Maida Rosenstein  
President, UAW Local 2110

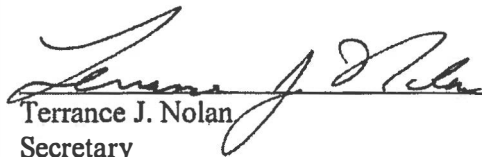
  
Patrick Gallagher  
Representative, UAW Local 2110

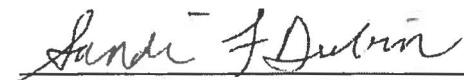
Committee:  
  
Lily DeFriend

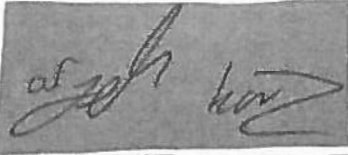
  
Brady Fletcher

For  
NEW YORK UNIVERSITY

  
Robert Berne  
Executive Vice President

  
Terrance J. Nolan  
Secretary

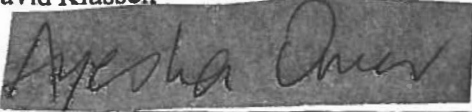
  
Sandi F. Dubin  
Director of Labor Relations



Aryeh Katz



David Klassen



Ayesha Omer



Natasha Raheja



Shelly Ronen



Ella Wind



### Appendix

The following shall be applicable to fully-funded Ph.D. candidates who are assigned to teaching:

The combined payments to such Ph.D. candidates shall consists of stipend payments and adjunct faculty compensation. Such combined payments shall, *in toto*, be increased by at least the following minimum percentages per acadernic year:

2015 – 2016	- 2.5%
2016 – 2017	- 2.25%
2017 – 2018	- 2.5%
2018 – 2019	- 2.25%
2019 – 2020	- 2.5%

**Note:** These are minimum increases in combined payments and may be exceeded by announced increases in stipends and/or increases in adjunct faculty compensation under the NYU/UAW Local 7902 collective bargaining agreement. Stipend payments are not separately negotiable.

