

**SUMMARY OF THE CONTRACT BETWEEN  
ADJUNCTS COME TOGETHER (ACT-UAW, LOCAL 7902)  
and  
NEW YORK UNIVERSITY  
April 2004**

**RECOGNITION**

Adjuncts in the bargaining unit are those who teach at least 40 contact hours per year in one or more courses or who teach 75 contact hours of individualized instruction in a semester (for example, 5 hours per week for 15 weeks). A contact hour is defined as a 50- to 60\* minute period). The typical 4-credit course in CAS, or Gallatin meets 42 contact hours per semester (150 minutes per week for 14 weeks).

\*the 60 minute period primarily applies to individualized instruction.

**APPOINTMENTS**

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

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

In order to be eligible and as a condition precedent to receiving re-appointment or termination pay, an adjunct or part-time faculty member must notify the chair of his/her department, or, in the absence of a Chair, other appropriate University Administrator, of his/her request to teach for the following academic year, and of his/her qualification under the provision of this appointment

article. Such notification must be in writing and be received no later than the preceding December 15.

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

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

If an adjunct or part-time faculty member who has prior good performance for five consecutive semesters (exclusive of summer) and the appointment for the sixth semester is cancelled, the adjunct may obtain the qualifying sixth semester appointment if appointed to an eligible adjunct or part-time faculty position during the subsequent academic year.

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

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

An adjunct who qualifies for the benefits in this appointments article section A.2 and who has taught in either the fall or spring semesters for eight consecutive years, may decline a re-appointment for one semester and still retain the privileges of this article.

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

## **COMPENSATION**

All adjunct rates will be increased. The contract provides four different rates of pay based on contact hours:

### **Lecture Contact Hour Rates:**

2004-05	\$90
2005-06	\$92
2006-07	\$94
2007-08	\$97
2008-09	\$102
2009-10	\$110

**In the first year of the contract:**

An adjunct already teaching a Lecture course at the University will be brought up to the minimum rate or will receive a \$15 per contact-hour raise in their base pay, whichever increase is greater. Any adjunct who currently earns a contact-hour rate of \$135 or more will receive a 3 percent raise instead of a flat dollar amount.

Examples: If you currently earn \$70 per contact hour you will be raised to the \$90 per contact hour minimum. If you earn \$85 per contact hour you will be raised by \$15 per hour to \$100 per contact hour. If you earn \$95 per contact hour you will be raised by \$15 per hour to \$110 per contact hour. If you earn \$135 per contact hour you will be raised by 3% to \$139.05.

**Studio Contact Hour Rates:**

2004-05	\$65
2005-06	\$67
2006-07	\$69
2007-08	\$72
2008-09	\$78
2009-10	\$85

**In the first year of the contract:**

An adjunct already teaching a Studio course at the University will be brought up to the minimum rate or will receive a \$15 per contact-hour raise in their base pay, whichever increase is greater. Any adjunct who currently earns a contact-hour rate of \$135 or more will receive a 3 percent raise instead of a flat dollar amount.

Examples: If you currently earn \$45 per contact hour you will be raised to \$65 per contact hour minimum. If you earn \$60 per contact hour you will be raised by \$15 per hour to \$75 per contact hour. If you earn \$80 per contact hour you will be raised by \$15 per hour to \$95 per contact hour.

**Individual/Ensemble Contact Hour Rates:**

2004-05	\$55
2005-06	\$57
2006-07	\$59
2007-08	\$60
2008-09	\$62
2009-10	\$64

**In the first year of the contract:**

An adjunct already teaching an Individual/Ensemble course at the University will be brought up to the minimum rate or will receive a \$5 per contact-hour raise in their base pay, whichever increase is greater. Any adjunct who currently earns a contact-hour rate of \$135 or more will receive a 3 percent raise instead of a flat dollar amount.

Examples: If you earn \$20 per contact hour you will be raised to the \$55 per contact hour minimum. If you earn \$52 per contact hour you will be raised by \$5 per hour to \$57 per contact hour. If you earn \$60 per contact hour you will be raised by \$5 per hour to \$65 per contact hour.

**Non-Credit Contact Hour Rates:**

2004-05	\$50
2005-06	\$53
2006-07	\$55
2007-08	\$56
2008-09	\$58
2009-10	\$60

**In the first year of the contract:**

An adjunct already teaching a Non-Credit course at the University will be brought up to the minimum rate or will receive a \$5 per contact-hour raise in their base pay, whichever increase is greater. Any adjunct who currently earns a contact-hour rate of \$135 or more will receive a 3 percent raise instead of a flat dollar amount.

Examples: If you earn \$40 per contact hour you will be raised to \$50 per contact hour minimum. If you earn \$48 per contact hour you will be raised by \$5 per hour to \$53 per contact hour. If you earn \$60 per contact hour you will be raised by \$5 per hour to \$65 per contact hour.

**In the second and subsequent years of the contract:**

All continuing adjuncts will receive a pay raise of 3 percent each year.

**Past Year Bonus Pay**

The University will pay \$350 to any adjunct who was eligible for membership in the Bargaining Unit during the 2003-2004 academic year. The sum will be paid prior to Dec. 1, 2004.

**Other Duties Compensation, i.e. advisement, proctoring, tutoring, grading, etc:**

For **Independent Studies**: the minimum rates are based on the number of credits of each study:

2004-05	\$110 per credit
2005-06	\$115 per credit
2006-07	\$120 per credit
2007-08	\$125 per credit
2008-09	\$130 per credit
2009-10	\$135 per credit

**In the first year of the contract:**

An adjunct already teaching independent studies at the University will be brought up to the minimum or will earn a 3 percent increase in the base rate, whichever is greater. In the second and subsequent years, the per credit rate will increase at an annual rate of 3 percent.

**Field Learning Supervision** effective 9/1/04 will be paid at the rate of \$180/day. The rate will be raised by 3% in each subsequent year.

**Gallatin Rates will be as follows:**

Internship - \$110 for the first credit and \$50 for each additional credit per student per semester or 3% whichever is greater

Advisement - \$160 per student per semester

Colloquia - \$55

Thesis Advisor - \$265

Thesis Committee - \$110

All other rates of compensation for other duties will be increased by 3% over the previous rate each year of the agreement.

**HEALTH INSURANCE**

Adjunct faculty who meet the eligibility requirements outlined below may annually apply to obtain health insurance coverage through any HMO which is available to the University's full-time faculty (currently Aetna, Oxford, and HIP).

Eligibility for participation each calendar year in health insurance shall be based on the following:

For those teaching a minimum of 84 contact hours during the Fall and/or Spring semesters (or 150 hours of individualized instruction, minimum of 75 hours each semester, the University will make the following contributions toward premiums:

- In the first year of the contract, 50 percent of the cost of individual coverage, which may be used for either individual or family coverage
- In the second year of the contract, 50 percent of the cost of individual coverage *or* 60 percent of the cost of individual coverage to be used for two person or family coverage

For those teaching a minimum of 126 contact hours during the Fall and/or Spring semesters (or 225 hours of individualized instruction, minimum of 75 hours each semester, the University will make the following contributions toward premiums:

- In the first year of the contract, 75 percent of the cost of individual coverage which may be used for either individual or family coverage
- In the second year of the contract, 75 percent of the cost of individual coverage *or* 85percent of the cost of individual coverage to be used for two person or family coverage

This insurance coverage will be provided on a "look back" basis. For example, teaching conducted in Fall-Spring 2003-2004 will determine eligibility for one year of coverage effective Jan. 1, 2005.

The qualifying period is one year. After qualifying, adjunct faculty must have an appointment for the next academic year to participate. Adjunct faculty who are employed for one

year and do not obtain an appointment for the next academic year may not participate. Service which occurred prior to the collective bargaining agreement (in recent years) will satisfy the qualification period.

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

Open enrollment period to be conducted in or about October of each year, or when conducted for full-time faculty.

In all cases, the date of coverage and the extent of coverage is determined by the terms of the insurance policies, as they may exist from time to time.

All adjunct faculty applying for insurance coverage under this program must certify and represent that they are not otherwise eligible for subsidized group health insurance coverage through other employment of their own.

Adjunct faculty will receive periodic bills, timely payment of which will be required to maintain insurance coverage.

Summer employment cannot be used to obtain eligibility

### **SIDE LETTER OF AGREEMENT – SCHOOL OF SOCIAL WORK**

Those Adjunct faculty in the School of Social Work who taught a 28-contact hour 3 or 4 credit course in the Fall or Spring of Academic Year 2002-2003 and were included in the bargaining unit shall continue to be so included provided that they teach a 28-hour contact course in a semester. For benefit qualification purposes the 28-contact hour course for these "grandparented" adjunct faculty shall be considered the equivalent of 42 contact hours. The union must provide its list of those it believes eligible for "grandparenting" to the University by August 1, 2004.

### **ANNUITY PLAN**

Adjunct faculty are eligible to participate immediately in the NYU Supplemental Tax Deferred Annuity Plan. Beginning in 2008, for adjuncts with two years service the University will automatically contribute the equivalent of 5 percent of each adjunct's compensation for fall and spring semesters to a new plan in December of each year.

### **BARGAINING UNIT INFORMATION**

Each semester, the University will provide the Union with the names of the adjuncts teaching that semester and their contact information, teaching schedule and compensation.

## **UNION SECURITY AND CHECKOFF**

All adjunct faculty must join the union or pay an agency fee equal to the amount of union dues. This fee will help defray the costs of administering the contract. You must be a member in order to participate in the union, including voting on the contract and in union officer elections

## **ACADEMIC FREEDOM**

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

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

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

(Note: These are based upon the standards of academic freedom articulated by the American Association of University Professors.)

## **UNIVERSITY EMPLOYMENT POLICIES**

The full contract and other information regarding University-wide employment policies applicable to adjuncts will be posted on the University's website.

## **OBSERVATION POLICIES**

The University will make available a school or department's classroom observation policies. If an adjunct is observed, s/he must be given advance notice, and s/he will be allowed a post-observation conference with the observer. In the case of a negative evaluation, the adjunct may request a second observation by another observer. The second observation may occur with or without advance notice.

## **SPACE AND FACILITIES**

Adjuncts teaching credit-bearing courses in degree-granting programs shall have reasonable access to desks, file space, computers, e-mail, and voicemail. The University and Union will meet up to four times each year to discuss matters relating to space and facilities for these adjuncts. The University will provide the Union with office space or a subsidy in lieu thereof near the Washington Square campus.

To the extent that it exists, e-mail for adjuncts teaching non-credit courses will continue.

## **UNIVERSITY SERVICE**

Adjuncts who have passed the probationary period (4 semesters) will receive good-faith consideration for reappointment to courses they have taught previously. Adjuncts who decline two consecutive offers to teach will no longer be eligible for this preferred status. (Note: The job security provisions take priority over this section once you have met the threshold therein.)

## **ACCESS TO FACILITIES**

Adjuncts will have access to University libraries, Faculty and Staff Assistance Program, the NYU Federal Credit Union, and the NYU transportation system on the same basis that these facilities are available to full-time faculty members.

## **PROFESSIONAL DEVELOPMENT FUND**

Each academic year, the University will contribute \$100,000 to a professional development fund to support the professional development activities of adjuncts, such as attending academic conferences, meetings or other professional development activity. The money will be divided between the schools employing adjuncts. Adjuncts in each school may apply to their dean for one grant per year of up to \$1,000.

## **PERSONNEL FILES**

Within one year of the effective date of the agreement, the University will establish a personnel file for each adjunct. An adjunct can examine and copy the contents of her/his file by appointment, and an adjunct can also authorize a union representative to do the same. Materials regarding peer evaluations or recommendations for appointments and/or promotions are not subject to examination or copying. If an adjunct's supervisor writes a disciplinary action against the adjunct, the adjunct may obtain a copy immediately. The adjunct may also dispute the action by placing a response in the file.

## **HEALTH AND SAFETY**

The University will make reasonable efforts to maintain safe working conditions. The University and Union will meet at least twice each year to discuss matters relating to health and safety.

## **NON-DISCRIMINATION**

The University will not discriminate against present or future adjuncts on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity, age, disability, marital or parental status, veteran status, union activity, or any other characteristic or factor protected by law.

In a side letter of agreement, the University acknowledges the input of the union and its membership on issues of concern such as non-discrimination, affirmative action and other matters. The union's input will be respected and expected as members of the broader University Community

## **PROBATIONARY PERIOD**

Each adjunct will be on probation during the first four semesters of employment. During this time, the University may discharge an adjunct and the discharge will not be subject to the grievance and arbitration provisions of the contract. Adjuncts who have already taught for four semesters, excluding Summers, prior to the ratification of the contract, will be considered as post-probation.

## **DISCIPLINE AND DISCHARGE**

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

## **MAINTENANCE OF BENEFITS**

Adjuncts will continue to receive all benefits they currently have, provided that the benefits are written policy and they are not discontinued or modified by this contract. Any current benefit that is not written policy will be treated as if it were written provided that the benefit has been a consistent course of conduct; it has existed for a reasonable length of time; it is one of which both parties are aware; and it does not vary the express written terms of the contract.

## **GRIEVANCE AND ARBITRATION**

An adjunct may dispute (grieve) the way the University seeks to interpret, apply, or allegedly violate any term or provision of the contract. The adjunct may be accompanied by a Union representative at each step of the grievance procedure. Typically, a grievance goes first to the adjunct's immediate supervisor. If it is not resolved to the adjunct's satisfaction, the grievance may then be appealed to the adjunct's dean and then to the provost. If the grievance is still not resolved to the adjunct's satisfaction, it may then be appealed to a neutral outside arbitrator for a final and binding decision.

## **DIRECT DEPOSIT**

If it is possible, the University will make direct deposit of payroll checks available to adjunct faculty.

## **NO STRIKE, NO LOCKOUT**

The Union will not call or participate in a strike during the course of the contract. The University will not lock out adjuncts as part of a labor dispute during the course of the contract.

## **MANAGEMENT AND ACADEMIC RIGHTS**

Management of the University is invested exclusively in the University. No action taken by the University with respect to a management or academic right shall be subject to grievance and arbitration unless it violates a provision of the contract. The University will maintain the authority to decide who is taught, what is taught and how it is taught.

Note: The Administration negotiators said on the record that the last sentence is redundant of management rights expressed in the first paragraph, and can be read together with adjunct rights under the academic freedom language of this agreement

## **CONFORMITY TO LAW—SAVINGS CLAUSE**

It is the intention of both the Union and the University that this contract conform to applicable federal, state, and local laws. In a situation where a provision of the contract is found to conflict with a law, that conflict with not affect the remaining parts of the agreement.

## **TERM OF AGREEMENT**

The agreement will be effective up to and including Aug. 31, 2010.