

New York University/UAW Local 7902
Memorandum of Agreement
March 30, 2011

1. Term: 9/1/10 – 8/31/16
2. Wages: Article XVIII - Compensation
For the academic year 2010 – 2011 a one-time bonus in the amount of \$300 to be payable to all bargaining unit members.

Salaries will be increased by the following amounts each year of the contract beginning 9/1/11. Minimums increased by the same amount

September 1, 2011	\$4.00 per contact hour
September 1, 2012	\$3.25 per contact hour
September 1, 2013	\$3.25 per contact hour
September 1, 2014	\$3.50 per contact hour
September 1, 2015	\$4.00 per contact hour

Increases for all adjuncts compensated on basis other than contact hours.
Minimums increased on the same basis.

September 1, 2011	3.5%
September 1, 2012	2.75%
September 1, 2013	2.75%
September 1, 2014	3.0%
September 1, 2015	3.5%

Equity committee established regarding Other Academic Duties. Grievances on Other Duties/Equity timeliness waived for three year period.

3. Effective 10/1/12 – itemized paychecks
4. Effective 10/1/12 – Option of pre-tax dollars for Wage Works Commuter Program
5. Effective 10/1/12 – V-CAP (Voluntary Community Action Program) contributions via checkoff.
6. Article XIX - Annuity Plans
 - Effective 12/1/15, annuity fund contribution to be raised to 6%.

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- Winter Intersession appointment shall be deemed to be Spring semester appointment.
- Summer contact hours/appointment to be included for determining annuity benefit

7. Article XX – Health Insurance

- Adjuncts teaching 168 contact hours in an academic year receive 100% individual contribution towards family coverage
- Summer contact appointment/contact hours to be included for determining health care eligibility/contribution.
- Winter Intersession appointment shall be deemed to be Spring semester appointment.

8. Article XIII – Professional Development Fund

2010-2011	\$125,000
2011-2012	\$125,000
2012-2013	\$125,000
2013-2014	\$150,000
2014-2015	\$150,000
2015-2016	\$150,000

Unused amount up to \$20,000 in an academic year, will be carried over to the next academic year. Committee to be constituted to develop equitable system for distributing funds among schools and semesters.

9. Article X – Re-Appointment Procedures and Continued Service

Eligibility and benefits to include summer and winter on the following basis:

- 3 academic years - 2 semesters each academic year (fall, spring or summer)
- 2 academic years – 3 semesters each academic year (fall, spring and summer)
- 6 academic years – 1 semester each academic year (fall, spring or summer)
- Winter appointment shall be deemed Spring appointment

Electronic mail notice of December 15 deadline will be distributed to adjunct faculty's NYU electronic mail address at least two weeks prior to December 15.

Notice of reappointment for summer, no later than March 21.

Adjuncts may decline to teach for up to 3 consecutive semesters provided they have had appointments for two semesters in each of the previous five academic years and still retain the privileges of Article X. Extensions of such leave may be

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granted due to illness for one semester and shall not be unreasonably denied. Further extensions due to illness shall be at the University's discretion.

Adjuncts serving at least 6 consecutive academic years, termination pay payable at 110%, effective academic year 2011- 2012.

A qualifying adjunct whose contact hours are reduced from the previous academic year by 50%, may decline any appointment as an adjunct and accept termination pay.

10. Article IX – Observation Policies and Student Evaluations
Student evaluations are for the purpose of improving the performance of the adjunct faculty. Adjunct faculty may request copies of his/her student evaluations. Student evaluations will not be submitted post-grades. Adjunct faculty may request a conference with an appropriate department representative to discuss or review the contents of any student evaluation. Such conference shall be held within a reasonable time.
11. Article XI – Space and Facilities
Joint committee to consider issues relating to space and facilities to also include adjunct faculty teaching non-credit courses.
12. Article XXII – Grievance and Arbitration Procedure
Add: All grievances, at the Union's option, may be initiated at Step 2.
13. Article XXVII – Discipline and Discharge
Add: The Union shall be sent a copy of any written suspension or discharge notice within 2 business days of the time it is issued. Failure to send such copy to the Union shall not serve as the basis to challenge or void the suspension or discharge.
14. Article III – Union Security and Checkoff Add:
Each semester as soon as practicable but no later than 30 days after the start of the semester, the University will provide a mutually agreeable notice from the Union to all newly appointed adjunct faculty of the Union's adjunct orientation session. The meeting space for such will be provided by the University in accordance with Article XI.

The University will provide all new adjunct faculty with an appropriate packet at or about the time that other payroll documents are supplied. The packet shall be supplied by the Union.

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15. Article IV – Appointments (Adjunct Representatives)
Union nominates 5 representatives for summer of which 3 are appointed, compensated \$3,000 each for summer. Adjunct Representatives will receive the applicable across-the-board rate increases.

Adjunct Representatives serving as such through the academic year to be treated for the purposes of health care coverage as if teaching 126 contact hours.

Summary of Side Letters:

- (1) The terms 'shall' and 'will' under the cba mean and have always meant the same thing.
- (2) The terms 'adjunct faculty', 'part-time faculty' and 'employee' under the cba mean and have always meant the same thing.
- (3) Article X Side Letter: Harmonize paragraph under "Adjunct Declining to Teach" to substitute "has had appointments" for "has taught" in second paragraph.
- (4) All proposals withdrawn without prejudice.

International Union UAW:

New York University:

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