MEMORANDUM

OF

AGREEMENT

BETWEEN

NEW YORK UNIVERSITY

AND

INTERNATIONAL UNION, UAW

LOCAL 7902, ADJUNCTS COME TOGETHER, UAW

NYU TANDON SCHOOL OF ENGINEERING ADJUNCT FACULTY UNIT

April 7, 2016
ARTICLE 1.

The following articles of the collective bargaining agreement between New York University and Local 7902, for the term September 2010 – August 2016, which covers the existing ACT-UAW Local 7902 unit at New York University, Washington Square ("NYU/Local 7902 CBA"), shall apply prospectively to NYU Tandon School of Engineering adjunct faculty, who are bargaining unit eligible commencing Academic Year 2015-2016, pursuant to the Certification of Representative, issued by the National Labor Relations Board in New York University Tandon School of Engineering and Local 7902, Adjuncts Come Together (ACT-UAW), UAW, AFL-CIO, Case 29-RC-163860 ("Tandon Adjunct Unit"), dated January 5, 2016:

Article II. Bargaining Unit Information

Article III. Union Security- Check Off: Sections A-C. Section D and E will not apply to the Spring 2016 semester.

Article VI. University Service

Article VIII. University Employment Policies

Article XI. Space and Facilities. The Union has already had two meetings this academic year (AY 15-16), and any agreement to apply this Article to the Tandon Adjunct Unit does not increase the total number of meetings under this Article.

Article XII. Access to Facilities

Article XIV. Personnel Files

Article XV. Health and Safety

Article XVII. Discipline and Discharge

Article XXI. Maintenance of Benefits

Article XXII. Grievance and Arbitration Procedure

Article XXIII. No Strike, No Lockout

Article XXIV. Management and Academic Rights

Article XXV. Notices

Article XXVI. Entire Agreement

Article XXVII. Conformity to Law – Savings Clause

Article XXVIII. Term of the Agreement
ARTICLE 2.

Beginning September 1, 2016, the Tandon Adjunct Unit shall become part of the existing ACT-UAW Local 7902 unit at New York University, Washington Square, and will be included in the negotiations for the successor agreement to the NYU/Local 7902 CBA that is set to expire on August 31, 2016.
ARTICLE 3

The following articles of the NYU/Local 7902 CBA shall apply retroactively to the Tandon Adjunct Unit:

Article V. Probationary Period: The University will agree that this provision will be retroactive to the original date of hire of adjuncts in the Tandon Adjunct Unit.

Article VII. Academic Freedom

Article XVI. Non-Discrimination
ARTICLE 4.

NYU/Local 7902 CBA Article IV. Appointments

Section A.: The University will agree to apply this prospectively to the Tandon Adjunct Unit.

Section B.: The University will agree to apply this to the Tandon Adjunct Unit beginning with the Spring 2016 semester.

Section C.: The University will agree that on a temporary basis, the Union may nominate one (1) adjunct faculty member from the Tandon Adjunct Unit, and the University will appoint such adjunct faculty member on a temporary basis as an Adjunct Representative for the Spring 2016 semester, and Summer 2016 semester, to assist members of the Tandon Adjunct Unit with issues concerning the administration of this agreement. The Spring 2016 semester’s compensation for the Adjunct Representative appointed under this provision shall be prorated, and retroactive to April 1, 2016. This provision is temporary and expires on August 31, 2016. This provision does not increase the total number of Adjunct Representatives provided for under the NYU/Local 7902 CBA.
ARTICLE 5.

NYU/LOCAL 7902 CBA Article X. Re-Appointment Procedures and Continued Service

The University agrees to the following concerning re-appointment for the Summer 2016 term for the Tandon Adjunct Unit under Article X of the NYU/Local 7902 CBA:

- Waive requirement of “December 15th Request to Teach letter”
- NYU Tandon School of Engineering departments will issue the “March 21st Appointment letter” no later than April 21, 2016.
- Termination pay (including reduction in course load pay) does not apply to 2015-2016 Academic Year appointments.

The University agrees to the following concerning re-appointment for the 2016-2017 Academic Year for the Tandon Adjunct Unit under Article X of the NYU/Local 7902 CBA:

- Sections A and B shall apply prospectively to Tandon adjuncts, except that Tandon adjuncts must submit the “December 15th request to Teach Letter” by April 22, 2016, and in such letter certify that he/she meets the requirements under Section A.
- NYU Tandon School of Engineering departments will issue the “May 21st Appointment letter” no later than June 30, 2016.
- Sections D, E and F shall apply prospectively to the Tandon Adjunct Unit.
ARTICLE 6.

The Tandon School of Engineering shall provide $13,000 to fund a Professional Development Fund for the Tandon Adjunct Unit for the 2015-2016 Academic Year. The money shall be distributed in accordance with NYU/Local 7902 CBA, Article XIII. Professional Development Fund.
ARTICLE 7

The University shall offer to eligible adjunct faculty in the Tandon Adjunct Unit the ability to elect to participate in the existing HMO Insurance Plans for adjunct faculty under the NYU/Local 7902 CBA, Article XX. Health Insurance, with coverage to begin on June 1, 2016, and continue through December 31, 2016. Enrollment shall be open from June 1, 2016-June 30, 2016.

The categories in NYU/Local 7902 CBA Article XX regarding subsidized coverage will apply to the Tandon Adjunct Unit. Eligible adjunct faculty in the Tandon Adjunct Unit who do not meet the criteria for subsidized coverage may participate in the existing Aetna HMO Insurance Plan for Adjunct faculty, at their own expense.

The parties agree to the following process to address any challenges to the category (also known as tier) for benefits assigned to eligible adjunct faculty: (1) the Union and eligible adjunct faculty acknowledge that the enrollment period ends on June 30, 2016 and will not be extended due to any potential dispute regarding the category for benefits assigned; (2) eligible adjunct faculty shall enroll in the applicable insurance plan, and the Union shall present any dispute concerning the category for benefits assigned to the Assistant Vice President, Employee Relations, Human Resources for New York University, or her designee, prior to June 30, 2016, or as soon as possible thereafter; and (3) the University shall provide its response to the Union. Should the Union not be satisfied with the University’s response, it may then file a grievance under the Grievance and Arbitration Procedure.
ARTICLE 8

NYU/Local 7902 CBA, Article XIX – Annuity Plans

Section B.: This Section will be applicable to the Tandon Adjunct Unit for the 2015-2016 Academic Year, using the eligibility qualifications listed in NYU/Local 7902 CBA, Article XIX. Section B, with a contribution to be made on or about December 1, 2016. As clarification, the University will agree to make a contribution of 6% of the eligible adjunct faculty’s 2015-2016 compensation to the adjunct faculty’s account on or about December 1, 2016.
ARTICLE 9

All adjunct faculty in the Tandon Adjunct Unit who are bargaining unit eligible during the 2015-2016 Academic Year shall receive a one-time gross payment of $1200.00, less any withholdings or deductions required by law. 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. This one-time payment shall be made by the University no later than sixty (60) days after this Memorandum of Agreement is ratified and executed by the Union, and the University receives written notice from the Union of such ratification and execution.

Agreed to by, and subject to ratification:

For International Union, UAW and Local 7902, Adjuncts Come Together (ACT-UAW)

[Signature]

For New York University

[Signature]

Senior Vice Dean for Finance & Administration
NYU Tandon School of Engineering

[Signature]

Director of Labor Relations
New York University