

GRIEVANCE PROCEDURES FOR ADJUNCT AND OTHER PART-TIME FACULTY NOT COVERED BY COLLECTIVE BARGAINING AGREEMENT

The following establishes procedures by means of which adjunct and other part-time faculty employed by New York University, but not covered by the collective bargaining agreement between NYU and Local 7902,¹ can seek redress of their grievances.

Types of Grievances

Grievances are concerned with: (a) matters such as duties, compensation, perquisites, and working conditions during the term of the faculty member's current appointment; (b) suspension or termination without pay during the term of the faculty member's current appointment; or (c) if the faculty member has not received good faith consideration for re-appointment to courses offered by the University, which are to be taught by adjunct or part-time faculty, where they had previously taught the course, or the same course renamed and/or renumbered, or the same course with minimal revisions.

Basis for Grievance

A grievance must allege that: 1) the procedures used to reach the decision were improper, or that the case received inadequate consideration; or 2) the decision violated the academic freedom of the faculty member in question, in which case the burden of proof falls to the grievant.

Who Can Grieve

All adjunct and other part-time faculty employed by New York University,² but not covered by the collective bargaining agreement between NYU and Local 7902, are eligible to grieve under these procedures.

A grievant must be a faculty member of New York University when initiating the grievance procedure, except when grieving termination under (b) above or when grieving under (c) above. The faculty member must have completed two semesters of employment to be eligible to grieve termination under (b) above or to grieve under (c) above.

The Grievance Process

The faculty member shall present a grievance to their immediate supervisor within fifteen (15) working days of its occurrence or such grievance shall be deemed waived by the faculty

¹The grievance procedures for adjunct faculty covered under the collective bargaining agreement (CBA) between NYU and Local 7902 can be found in Article XXII of the CBA.

² These grievance procedures do not apply to the Grossman School of Medicine or the Long Island School of Medicine, which have their own procedures.

member. It is expected that most grievance cases will be settled between the faculty member and their immediate supervisor, and that attempts shall be made to settle the dispute by informal discussions. The faculty member's immediate supervisor may request a representative from Human Resources to observe and/or discuss the grievance.

If a grievance is not adjusted satisfactorily to the faculty member, within ten (10) working days of meeting with their immediate supervisor the faculty member may appeal by submitting their grievance in writing to the Dean. The faculty member's written statement shall include the substance of the grievance, a summary of the factual information in support of the grievance, together with documentation, if any; and the resolution requested, if appropriate.

The Dean or their designee shall initiate an inquiry into the matter within fifteen (15) working days of receipt of the written grievance and shall endeavor to render a decision within thirty (30) working days of receipt of the written grievance. The Dean or their designee may request a representative from Human Resources to observe and/or discuss the grievance.

If a grievance is not adjusted satisfactorily to the faculty member, within ten (10) working days of receiving the decision of the Dean or their designee the faculty member may appeal in writing to the Office of Employee Relations at hr-employeerelations@nyu.edu. Employee Relations shall initiate an inquiry into the matter within fifteen (15) working days of receipt of the written appeal and shall endeavor to render a decision within thirty (30) working days of receipt of the written appeal.