

**NEW YORK UNIVERSITY**  
*A private university in the public service*

Associate General Counsel  
and Director of Labor Relations

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August 2, 2005

Via Electronic Mail

Ms. Elizabeth Bunn, Secretary-Treasurer  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, MI 48214

Dear Ms. Bunn:

As I advised you in our telephone conversation today, this constitutes the University's final proposal for a successor agreement between New York University ("the University") and International Union, UAW, AFL-CIO and its Local 2110, Technical, Office and Professional Workers, UAW ("the Union") to replace the Agreement which expires August 31, 2005. Under the Agreement, the Union represents certain teaching, research and graduate assistants<sup>1</sup> who are graduate students at the University. The University has considered very carefully the public statements of the Union's representatives concerning the operation of the expiring agreement, particularly as they relate to the Union's use of the grievance procedure.

The University and the Union recognize that the University has no legal obligation to negotiate or renew the Agreement which expires August 31, 2005. In Brown University, the National Labor Relations Board held that GAS are students, not employees, and thus not covered by the provisions of the National Labor Relations Act. In doing so, the NLRB explicitly overruled New York University, which had held to the contrary and which resulted in the Agreement expiring on August 31, 2005. In Brown University, the NLRB reaffirmed the University's long-standing and present view that GAS are students, not employees. The University understands that the Union disagrees with the NLRB's Brown University decision. However, going forward, the new agreement must incorporate the University's perspective that GAS are our students, not

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<sup>1</sup> Collectively referred to as "GAs".

employees. The University and the Union recognize that, under existing law, their relationship is outside the jurisdiction of the NLRB.

Experience under the expiring Agreement has led the University and the Union to agree to the following principles regarding a new agreement. On March 1, 2001, the University and the Union entered into a written understanding which formed the foundation of the University's recognition of the Union as representative of certain GAs. Included in that understanding, among other things, was the Union's agreement to the principle that all academic assignments and decision-making (including type of instructor) were to be made in the sole academic discretion of the University.

Upon reviewing experience under the Agreement to expire on August 31, 2005, it is clear that certain grievances and arbitrations raised or brought concerning academic decision-making were inconsistent with the March 1, 2001 understanding between the University and the Union or with the terms of the Agreement, and therefore were improvidently brought or filed. The Union agrees that such grievances will be withdrawn and/or barred in the future. Such cases include, by way of example, those grievances relating to the Hebrew Department, Politics Department, Morse Academic Plan and Psychology Department, which arose during the course of the Agreement.

All such pending grievances and arbitrations will be withdrawn. In the new agreement, there will be no provision for arbitration. All grievances and disputes under the Agreement will be fully and finally decided by the Provost of the University or his/her designee, if not resolved under the University grievance procedure at the Department or School level. Moreover, the International Union represents that, under our agreement, claims of the nature in the foregoing paragraph -about who can teach, what is taught and how it is taught- are not grievable and will not be brought in the future.

The sole and exclusive means of review of any final decision of the Provost or his/her designee shall be under Article 78 of the New York Civil Practice Law and Rules. The standard of review of the Provost's or Provost's designee's decision shall be whether the decision was arbitrary and capricious. Any such proceeding must be brought exclusively in the Supreme Court, State of New York, County of New York. In any such proceeding, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees. This does not preclude the University and the Union from mutually agreeing, on an ad hoc basis, to arbitrate a particular dispute under the new agreement.

Minimum stipends for graduate assistants shall be increased by an amount of one thousand dollars (\$1,000.00) per year in academic years 2005-2006, 2006-2007 and 2007-2008. In each of these three (3) academic years, graduate assistants will receive a minimum one thousand dollar (\$1,000.00) increase. Minimum stipends will be raised, and individual increases will be, at least two percent (2%) per year in academic years 2008-2009, 2009-2010, 2010-2011 and 2011-2012. For the life of the Agreement, graduate assistants will be eligible for individual comprehensive coverage under the University's Student Health Insurance Plan, as it may exist from time to time, without payment of any premium or fee.

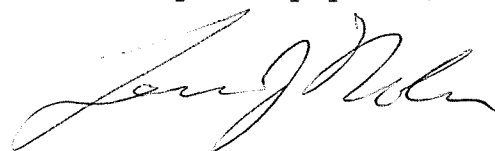
We should also inform you that effective September 1, 2005, the University will establish a Health Care Emergency Fund in the amount of two hundred thousand dollars (\$200,000.00) for use by all graduate students. Graduate students will be able to apply, under a procedure to be established, to have a portion of otherwise uncovered medical expenses reimbursed by the Fund.

Except as modified or affected by the terms of this letter, the existing agreement shall continue in effect through August 31, 2012. The existence of the agreement does not in any way affect the function or status of any other group or organization of University graduate students.

As students, both parties recognize that GA membership in, and/or obligation to pay dues or fees to, the Union is a voluntary decision to be made by individual GAs. Payment of dues or fees by GAs to the Union will not be a condition of any student's graduate assistantship. The University will deduct any such dues or fees from the stipends of any GA who authorizes the University in writing to do so, and will forward same to the Union for as long as such authorization remains in effect. The applicable provisions of the expiring agreement will be amended accordingly.

Please advise me in writing by 5:00 P.M. Thursday, August 4, 2005 whether this offer is accepted by the Union. The offer will remain open until that time. The University will not make any public reference to this offer until after that time. Any questions or concerns may be addressed to me.

Very truly yours,



Terrance J. Nolan

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