

MEMORANDUM

OF

AGREEMENT

BETWEEN

NEW YORK UNIVERSITY

AND

UAW AND LOCAL 7902, UAW

MARCH 24, 2017

Handwritten signature or initials in the bottom right corner, possibly reading "SFO" and "SNO".

ARTICLE II: BARGAINING UNIT INFORMATION

NYU and the Union will agree to a side letter concerning bargaining unit information, attached hereto.

NYU and the Union will review the 2004 and 2010 side letters and update them, as applicable.

A handwritten signature in blue ink, appearing to be "S. M. S.", located in the bottom right corner of the page.

ARTICLE IV – APPOINTMENTS

(Proposed changes to Section B are in italics.)

B. Scheduled courses may be cancelled prior to the start of the course due to insufficient enrollment or for academic, programmatic or budgetary reasons. If a course is cancelled after it begins, the adjunct or part-time faculty member shall be paid ten percent (10%) of the compensation for the course for preparation and an additional proportional amount for actual class hours taught. *Effective September 1, 2017, if a course is cancelled after it begins, the adjunct or part-time faculty member shall be paid twenty percent (20%) of the compensation for the course for preparation and an additional proportional amount for actual class hours taught.*

C.1. The University agrees to increase the number of Adjunct Representatives to four (4).

Article IV. C.1(a) Each Fall and Spring semester, the Union may nominate at least five (5) adjunct faculty who are members of the bargaining unit in the subject semester, to serve as Adjunct Representatives. Of those nominated, the University will appoint four (4) Adjunct Representatives to assist members of the bargaining unit, including those teaching at Tandon School of Engineering, with issues concerning administration of this collective bargaining unit.

C.1(b). Each Summer semester, the Union may nominate at least five (5) adjunct faculty to serve as an Adjunct representative for the Summer semester, with the same duties and responsibilities as set forth in the preceding paragraph. The University shall select four (4) of those nominated as Adjunct Representatives for the Summer semester to assist members of the bargaining unit, including those teaching at Tandon School of Engineering, with issues concerning administration of this collective bargaining unit.

C.2(f) Adjunct representatives will receive the following compensation:

	<u>Fall</u>	<u>Spring</u>	<u>Summer</u>
Academic Year 2016-2017	\$6,989.00	\$6,989.00	\$3,495.00
Academic Year 2017-2018	\$7,303.50	\$7,303.50	\$3,652.28
Academic Year 2018-2019	\$7,493.50	\$7,493.50	\$3,747.00
Academic Year 2019-2020	\$7,699.50	\$7,699.50	\$3,850.00
Academic Year 2020-2021	\$7,915.10	\$7,915.10	\$3,957.80
Academic Year 2021-2022	\$8,132.80	\$8132.80	\$4,066.60

ARTICLE X – RE-APPOINTMENT PROCEDURES AND CONTINUED SERVICE

Effective for appointments in Academic Year 2019-2020, the March 21st and May 21st appointment letters shall include the applicable contact hour rate for any such appointment.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.

ARTICLE XI – SPACE AND FACILITIES

(Proposed changes to Section B are in italics.)

B. Adjunct faculty teaching credit *or non-credit* courses shall have reasonable access to *shared* desk and file space and computers *and reasonable access to printers/scanners consistent with school or department policy, as applicable.* Such faculty also shall have access to University e-mail accounts, voicemail, *and the learning management system(s) used by the University.* A “learning management system” (LMS) is defined as a digital platform used by faculty to provide course (instructional) content to NYU students. *If a specific LMS is used only for a specific program, access to such LMS shall only be granted to those adjuncts appointed to teach courses in that specific program.*

C. Add to Section C: The joint committee shall specifically discuss issues that arise concerning adjunct faculty’s ability to access Albert, or any successor application, prior to the semester in which they are appointed to teach.

D. The University will, upon request of the Union no more than six (6) times an Academic Year, make available a suitable meeting space for general union membership meetings. Union requests must be made no later than ten (10) business days prior to the desired meeting date.

(New Section – E.)

E. The Union may have an information table for a one-hour period both before and after an orientation for adjuncts. The information table is to be provided by the University and shall be on the same floor and in close proximity to the orientation, barring any safety issues posed by such placement.

ARTICLE XIII - PROFESSIONAL DEVELOPMENT FUND

Academic Year 2016-2017	\$150,000
Academic Year 2017-2018	\$150,000
Academic Year 2018-2019	\$187,500
Academic Year 2019-2020	\$187,500
Academic Year 2020-2021	\$187,500
Academic Year 2021-2022	\$187,500

Individual grants may be provided up to a maximum \$1,000; beginning in 2018-2019, individual grants may be provided up to a maximum of \$1,250.



ARTICLE XVIII – COMPENSATION

1) Sections B-G shall read as follows:

B. Academic Year 2016-2017

All eligible adjunct faculty for the bargaining unit during Academic Year 2016-2017 shall receive a one-time gross payment of \$600.00. This one-time payment shall not become part of any base rate, nor shall it be used for calculation of any benefit under the agreement. The one-time payment shall be made by the University no later than sixty (60) days after this Memorandum of Agreement has been ratified and the University receives written notice from the Union of such ratification. For adjunct faculty who become eligible for this one-time payment during the Summer 2017 semester, the University shall make such one-time payment no later than sixty (60) days after August 13, 2017 (the end of the Summer 2017 session).

C. Academic Year 2017-2018

- Credit Courses in Degree Programs – Minimum Rates per Scheduled Contact Hour – Lecture and Laboratory Courses: \$134.00 or an increase of \$5.75 per contact hour, whatever is higher.
- Performing/Studio Arts Instruction – Minimum Rates Per Scheduled Contact Hour: \$109.00 or an increase of \$5.75 per contact hour, whichever is higher.
- Individual, Group or Ensemble Lessons - Minimum Rates Per Scheduled Contact Hour: \$87.75 or an increase of \$5.75 per contact hour, whichever is higher.
- Independent Study Supervision – Minimum Rates per Credit Hour per Student Per semester: \$163.00 or an increase of 4.5% per contact hour, whichever is higher.
- Non-Credit Courses – Minimum Rates Per Scheduled Contact Hour: \$83.75 or an increase of \$5.75 per contact hour, whichever is higher.

D. Academic Year 2018-2019

- Credit Courses in Degree Programs – Minimum Rates per Scheduled Contact Hour – Lecture and Laboratory Courses: \$137.50 or an increase of \$3.50 per contact hour, whatever is higher.
- Performing/Studio Arts Instruction – Minimum Rates Per Scheduled Contact Hour: \$114.00 or an increase of \$5.00 per contact hour, whichever is higher.
- Individual, Group or Ensemble Lessons - Minimum Rates Per Scheduled Contact Hour: \$91.25 or an increase of \$3.50 per contact hour, whichever is higher.
- Independent Study Supervision – Minimum Rates per Credit Hour per Student Per semester: \$166.50 or an increase of 2.60% per contact hour, whichever is higher.



- Non-Credit Courses – Minimum Rates Per Scheduled Contact Hour: \$87.25 or an increase of \$3.50 per contact hour, whichever is higher.

E. Academic Year 2019-2020

- Credit Courses in Degree Programs – Minimum Rates per Scheduled Contact Hour – Lecture and Laboratory Courses: \$141.25 or an increase of \$3.75 per contact hour, whatever is higher.
- Performing/Studio Arts Instruction – Minimum Rates Per Scheduled Contact Hour: \$118.75 or an increase of \$3.75 per contact hour, whichever is higher.
- Individual, Group or Ensemble Lessons - Minimum Rates Per Scheduled Contact Hour: \$95.00 or an increase of \$3.75 per contact hour, whichever is higher.
- Independent Study Supervision – Minimum Rates per Credit Hour per Student Per semester: \$170.25 or an increase of 2.75% per contact hour, whichever is higher.
- Non-Credit Courses – Minimum Rates Per Scheduled Contact Hour: \$91.00 or an increase of \$3.750 per contact hour, whichever is higher.

F. Academic Year 2020-2021

- Credit Courses in Degree Programs – Minimum Rates per Scheduled Contact Hour – Lecture and Laboratory Courses: \$145.25 or an increase of \$4.00 per contact hour, whatever is higher.
- Performing/Studio Arts Instruction – Minimum Rates Per Scheduled Contact Hour: \$124.00 or an increase of \$5.25 per contact hour, whichever is higher.
- Individual, Group or Ensemble Lessons - Minimum Rates Per Scheduled Contact Hour: \$99.00 or an increase of \$4.00 per contact hour, whichever is higher.
- Independent Study Supervision – Minimum Rates per Credit Hour per Student Per semester: \$174.25 or an increase of 2.8% per contact hour, whichever is higher.
- Non-Credit Courses – Minimum Rates Per Scheduled Contact Hour: \$95.00 or an increase of \$4.00 per contact hour, whichever is higher.

G. Academic Year 2021-2022

- Credit Courses in Degree Programs – Minimum Rates per Scheduled Contact Hour – Lecture and Laboratory Courses: \$149.25 or an increase of \$4.00 per contact hour, whatever is higher.
- Performing/Studio Arts Instruction – Minimum Rates Per Scheduled Contact Hour: \$128.00 or an increase of \$4.00 per contact hour, whichever is higher.



- Individual, Group or Ensemble Lessons - Minimum Rates Per Scheduled Contact Hour: \$103.00 or an increase of \$4.00 per contact hour, whichever is higher.
- Independent Study Supervision – Minimum Rates per Credit Hour per Student Per semester: \$178.25 or an increase of 2.75% per contact hour, whichever is higher.
- Non-Credit Courses – Minimum Rates Per Scheduled Contact Hour: \$99.00 or an increase of \$4.00 per contact hour, whichever is higher.

2) Section H: Gallatin School of Individual Study

Minimum rates shall be increased by the following % per year, and for adjunct faculty whose previous rate is higher than the minimum rate, such rate shall be increased by the following % per year:

AY 17-18: 4.5%

AY 18-19: 2.60%

AY 19-20: 2.75%

AY 20-21: 2.80%

AY 21-22: 2.75%

The minimum rates shall be calculated and set forth in the collective bargaining agreement in the same form as such rates are currently stated.

3) Section I: Silver School of Social Work

Minimum rates shall be increased by the following % per year, and for adjunct faculty whose previous rate is higher than the minimum rate, such rate shall be increased by the following % per year:

AY 17-18: 4.5%

AY 18-19: 2.60%

AY 19-20: 2.75%

AY 20-21: 2.80%

AY 21-22: 2.75%

The minimum rates shall be calculated and set forth in the collective bargaining agreement in the same form as such rates are currently stated.

4) Section K: College of Nursing

Minimum rates shall be increased by the following % per year, and for adjunct faculty whose previous rate is higher than the minimum rate, such rate shall be increased by the following % per year:

AY 17-18: 4.5%

AY 18-19: 2.60%

SH
Sue

AY 19-20: 2.75%
AY 20-21: 2.80%
AY 21-22: 2.75%

The minimum rates shall be calculated and set forth in the collective bargaining agreement in the same form as such rates are currently stated.

5) Section J.

Add additional category of Course Development and Course Conversion (proposed changes are in italics)

Other Academic Duties – Evaluations, Auditions, Advisement, Portfolio Reviews, and Similar/Like Assignments, *and Course Development.*

1. Effective September 1, 2017, increases to minimum rates applicable to such duties shall be increased by the following increase to the adjunct faculty member's previous rate of compensation, *excluding Course Development and Course Conversion (which is addressed separately below):*

Effective	
September 1, 2017	4.5%
September 1, 2018	2.6%
September 1, 2019	2.75%
September 1, 2020	2.80%
September 1, 2021	2.75%

A Union-University Equity Committee will be established regarding Other Academic Duties. *The Committee shall be comprised of two Union representatives (one Union representative shall be an Adjunct Representative (as per Article IV)) and two University representatives. This Committee shall meet at least two (2) times an academic year, beginning January 2018. The Committee's charge is as follows: to review and endeavor to categorize with some uniformity Other Academic Duties, as defined in the contract, across departments and schools, as well as make recommendations on possible changes to compensation and categorization of such Other Academic Duties, recognizing that the parties are not obligated to adopt the Committee's recommendations. The Committee's discussions and recommendations are not binding on either the University or the Union and cannot be used in any grievance or arbitration proceeding under Article XXII. The parties may agree to adopt any proposed recommendations, subject to the approval of*



their respective governing bodies. [The following sentence in section J.1. is deleted:
Grievances on Other Academic Duties/Equity timeliness waived for three-year period.]

2. *Definition: "Course Development" – the development of or building of new content for a credit or non-credit course that has not been previously offered by the University in any format.*

3. *Effective September 1, 2017, Minimum rate for Course Development is as follows:*

Credit course (in any format): \$1500 per course

Non-Credit Course (in any format): \$500 for courses 28 contact hours or less

\$1,000 for courses more than 28 contact hours

Effective September 1, 2018, the minimum rates for Course Development shall be increased by the following increase:

<i>September 1, 2018</i>	<i>2.6%</i>
<i>September 1, 2019</i>	<i>2.75%</i>
<i>September 1, 2020</i>	<i>2.80%</i>
<i>September 1, 2021</i>	<i>2.75%</i>

Both the adjunct faculty and the University must agree, in writing, that the adjunct has been engaged to develop a specific course, and payment shall not be due until the course has been delivered. Delivered, as used in the previous sentence, shall not be construed as to mean the course being offered and/or taught. An approved form must be completed by both the adjunct and the University in order for an adjunct to be eligible for Course Development pay under this Article. Such form shall include, at a minimum, the name of the course to be developed, the adjunct faculty's name, the School engaging the adjunct, the payment amount, and signatures of both the adjunct faculty and an authorized University signatory. Any other details of the course development, including but not limited to other forms required by a School and how the course shall be delivered, shall be addressed individually between the adjunct and the School.



4. *Definition: "Course Conversion" – the conversion by an adjunct of a course taught by the adjunct in an in-person format to an on-line format, at the direction and/or approval of the University. An approved form must be completed by both the adjunct and the University in order for an adjunct to be eligible for Course Conversion pay under this Article. Such form shall include, at a minimum, the name of the course to be converted, the adjunct faculty's name, the School engaging the adjunct, the payment amount, and signatures of both the adjunct faculty and an authorized University signatory. Any other details of the course conversion, including but not limited to other forms required by a School, shall be addressed individually between the adjunct and the School.*

Effective September 1, 2017, minimum rate for Course Conversion is as follows:

Credit course (in any format): \$1500 per course

Non-Credit Course (in any format): \$500 for courses 28 contact hours or less

\$1,000 for courses more than 28 contact hours

A handwritten signature in blue ink, appearing to be 'SAC', is located in the bottom right corner of the page.

ARTICLE XX – HEALTH INSURANCE

Beginning with open enrollment for calendar year 2018 health insurance benefits, adjunct faculty who meet the eligibility requirements, may apply for health insurance coverage through the United HealthCare Point-of-Service plans (Value and Advantage plans), or their reasonable equivalents, in which the University, from time to time, may participate and which are available to the University's full-time faculty.

The HMO plans will be eliminated effective December 31, 2017.

Category C adjuncts are only eligible to enroll in the United HealthCare Value plan.

Beginning with open enrollment for calendar year 2019 health insurance benefits, the University will offer to adjunct faculty who meet the eligibility requirements for health insurance coverage the opportunity to elect dental coverage, and participate in the existing New York University's Dental Assistance Benefits Plan, or equivalent coverage, (including the provisions setting forth exclusions, limitations, deductibles and service requirement), as long, and on such terms, as the program exists from time to time for individual, individual plus dependents, and family coverage at the same subsidy levels that apply to health insurance premiums.

Beginning with open enrollment for calendar year 2019 health insurance benefits, the University will offer to adjunct faculty who meet the eligibility requirements for health insurance coverage, the opportunity to participate in the University's vision plan, in which the University from time to time, may participate and which is offered to the University's full-time faculty. There is no University contribution towards this plan. Health and dental insurance subsidy levels do not apply to vision plan premiums.

Beginning in calendar year 2019, the Category B subsidy shall be as follows:

B.1 For adjunct and part-time faculty who teach a minimum of 56 contact hours (and less than 126 contact hours) during the Fall, Spring and/or Summer of an Academic Year (or 150 hours of individualized instruction during the Academic Year, with a minimum of 75 hours in at least one semester), the University shall make the following contributions towards premiums:

(a) The University shall pay either (i) 50% of the cost of individual coverage, or (ii) 60% of the cost of individual coverage, provided it is to be applied toward family/dependent coverage.




ARTICLE XXVIII – TERM OF AGREEMENT

This Agreement shall be effective to and including August 31, 2022. The parties shall commence negotiations on a successor contract upon the request of either party on or after March 1, 2022.

SUBJECT TO RATIFICATION:

NEW YORK UNIVERSITY



Director of Labor Relations,
NYU

INTERNATIONAL UNION, UAW, AFL-CIO



LOCAL 7902, ADJUNCTS COME TOGETHER,
UAW

