

NEUTRALITY AND ELECTION AGREEMENT

This Agreement is made this 3rd day of January 2024, between NEW YORK UNIVERSITY, hereinafter referred to as "the Employer" or "the University," and the International Union, UAW, and its affiliate, CONTRACT FACULTY UNITED-UAW ("CFU-UAW") hereinafter collectively referred to as "the Union." The University and the Union are hereinafter referred to each as a "party" and together "the parties."

WHEREAS, by correspondence dated February 22, 2023, the CFU-UAW Organizing Committee invited the University to negotiate and agree to a fair and expeditious process to verify majority support for the Union; and

WHEREAS, the parties desire to establish a fair and expeditious method to enable the employees in the unit set forth in Part I below to decide for themselves, free of interference, whether they wish the Union to be designated as their exclusive collective bargaining representative;

WHEREAS, the parties desire to maintain a mutually respectful relationship throughout this process;

THEREFORE, the Employer and the Union agree as follows:

PART I: APPROPRIATE COLLECTIVE BARGAINING UNIT

INCLUDED: full-time continuing contract faculty employed by New York University.

A. EXCLUDED FROM THE BARGAINING UNIT:

1. All faculty in the School of Medicine (Grossman School of Medicine & Grossman Long Island School of Medicine), School of Law, College of Dentistry, and Stern School of Business; all tenured and tenure-track faculty; visiting faculty (all ranks), instructors, assistant professors/Courant instructors, assistant professors/faculty fellows, assistant professors/emerging scholars, assistant curators/faculty fellows, acting assistant professors, global professors, global distinguished professors, global instructors, global visiting professors, writers in residence, distinguished writers in residence, artists in residence, distinguished artists in residence, scientists in residence, distinguished scientists in residence, journalists in residence, distinguished journalists in residence, and library associates; faculty who are not full-time continuing contract faculty and hold the title of faculty fellows; all employees appointed as part-time or adjunct faculty; all emeritus faculty; all faculty employed by NYU global sites; all professional research staff; all post-docs;
2. All ranks of provosts, chancellors, and deans; all full chairs and heads of academic departments, divisions, or programs; Executive Directors; Director, Marron Institute; directors of global academic centers; Director, Center for Experimental Humanities & Social Engagement (Faculty of Arts and Science); Director, International Relations

(Faculty of Arts and Science); Director, Museum Studies (Faculty of Arts and Science); Director, Hellenic Studies (Faculty of Arts and Science); Director, Global and Environmental Public Health Program (School of Global Public Health); Director, Public Health Nutrition Program (School of Global Public Health); and any other directors of degree-granting academic programs in Faculty of Arts and Science and School of Global Public Health who do not report to a Chair and whose programs employ full-time continuing contract faculty;

3. Any full-time continuing contract faculty who holds one or more of the following administrative positions: vice/associate/assistant chair; directors of institutes (other than Marron Institute) and cultural houses; directors of degree-granting academic programs (outside of those listed in A(2) above); directors of studios in the Tisch School of the Arts; directors of undergraduate studies and graduate studies (except for Faculty of Arts and Sciences and the Courant Institute of Mathematical Sciences directors of undergraduate studies and graduate studies); Academic Directors in the School of Professional Studies and the Center for Urban Science and Progress; Coordinator of the Westchester and Rockland Campuses at the Silver School of Social Work; and all faculty with administrative titles in the Division of Libraries (hereinafter, Specified Administrative Positions), **and** who meet one of the following criteria: (a) receives course release from one or more of the Specified Administrative Positions that reduces the faculty member's standard course load for the academic year by 50% or more; or (b) receives administrative compensation from one or more of the Specified Administrative Positions that equals at least 50% or more of the faculty member's base salary; or (c) receives a combination of course release, and the monetary equivalent of a course release through administrative compensation, from one or more of the Specified Administrative Positions, that is equivalent to 50% or more of the faculty member's standard course load for the academic year. (The monetary equivalent of a course release through administrative compensation would be calculated at the school's established course buyout rate, or if no such established rate exists, then equal to 17% of the faculty member's base salary);

The University shall provide advance written notification to the faculty member that states the amount of course release and/or administrative compensation specifically associated with the Specified Administrative Position(s), and whether the position falls into this paragraph A(3). The University further agrees to develop an electronic tracking system for the course release and/or administrative compensation associated with the Specified Administrative Position(s).

B. EXCLUDED FROM THE BARGAINING UNIT AS TO SPECIFIED ADMINISTRATIVE POSITION ONLY

Any full-time continuing contract faculty who holds one or more of the Specified Administrative Positions, and who is not excluded under A(3) above, shall be included in the bargaining unit as to their faculty appointment, but their administrative position shall be excluded from coverage under the collective bargaining agreement. Specifically, the terms and conditions of such administrative appointment, including but not limited to,

appointment, reappointment, compensation, term length, and duties, shall be at the discretion of the Employer and not subject to any provisions of the collective bargaining agreement.

In disciplinary matters involving faculty who hold the Specified Administrative Position(s) in this paragraph B, the University agrees to confer in good faith with the Union to address whether the disciplinary matter pertains to the administrative role or the faculty role.

C. FACULTY ON TEMPORARY INTERNATIONAL ASSIGNMENT

Full-time continuing contract faculty employed by New York University on temporary international assignment shall be included in the unit and the terms and conditions of the collective bargaining agreement shall apply to their international assignment to the extent they do not conflict with applicable foreign law or any applicable policies specific to the global site or campus.

PART II. DETERMINATION OF MAJORITY STATUS AND ELECTION PROCEDURES

1. ELECTION

The question of whether a majority of the employees in the unit set forth in Part I wish to be represented by the Union shall be determined in a secret ballot election conducted by the American Arbitration Association (the "AAA"). The Union agrees to present to the AAA valid, signed authorization cards (paper or electronic) from 30% of the bargaining unit defined in Part I to trigger the election procedure described herein. The election will be conducted by manual ballot. If a majority of employees voting in an election conducted by the AAA pursuant to the terms of this Agreement votes in favor of representation by the Union, the Employer immediately shall grant recognition to the Union as the exclusive collective bargaining representative of the employees in the unit, as defined in Part I, with all of the rights and obligations of a union certified by the National Labor Relations Board (NLRB) to the extent consistent with this Agreement. The Employer and the Union agree that those included in the unit described in Part I above are employees for the purpose of collective bargaining and agree to bargain in good faith upon certification by the AAA of the Union as the exclusive collective bargaining representative.

2. ELIGIBLE VOTERS

Eligible to vote shall be any employees in the unit described in Part I employed during the semester during which the election is conducted.

3. TIMING OF ELECTION

Within forty-five (45) days from the date of the execution of this Agreement, the Union

shall notify the AAA and the Employer, simultaneously, in writing of its decision to proceed to an election, and present the requisite authorization cards to the AAA. An election shall be conducted by the AAA within twenty-five (25) days of the date of such notice.

PART III. NEUTRALITY

The parties agree that the decision whether to be represented for purposes of collective bargaining should be made by the covered employees free from influence by the University administration, including those who have the authority to affect their employment status or class assignments. Nothing contained in this Agreement shall be construed as limiting either the Union's or the University's right to correct inaccurate statements made by the other. In order to provide a fair and expeditious procedure to enable the employees to exercise this right, the parties agree to the following procedure:

1. Upon written request by the Union, no earlier than January 3, 2024, the Employer shall, within seven (7) days, provide the Union with a list, in a searchable Excel format, of all employees in the unit, with addresses, telephone numbers, e-mail addresses, job titles, and departments. The Union will not use this list for other than internal Union administration and communication with the covered employees.
2. A reasonable number of Union representatives shall be permitted access to all areas of the campus that are open to employees in the unit for the purpose of communicating with employees and posting literature, provided that the Union does not disrupt the operations of the University. The names of such representatives, who are not University employees, shall be provided in advance to the University.
3. Employees in the unit shall be permitted to display posters consistent with University policy (e.g., on community bulletin boards) and to wear shirts, buttons, and other items expressing their position as to whether to select the Union as their collective bargaining representative.
4. The University administration's officers, agents or, representatives shall not engage in any efforts to influence the vote in any election conducted pursuant to this Agreement, including but not limited to speeches, one-on-one meetings, distribution of literature, organized get-out-the-vote campaigns, or other activities intended to influence the free choice of the covered employees. The University administration shall communicate this commitment to its officers, agents, and representatives, including to all presidents, provosts, chancellors, and deans of all ranks, full chairs and heads of academic departments, divisions, or programs, Executive Directors, and directors of degree-granting academic programs in the Faculty of Arts and Science and the School of Global Public Health who do not report to a Chair and whose programs employ full-time continuing contract faculty.
5. The University and the Union respect the covered employees' right to choose whether or not to be represented by a labor organization to act as their exclusive

bargaining representative for purposes of collective bargaining, as well as the right to refrain from engaging in any or all such activities.

6. The parties agree that they will treat each other with mutual respect and dignity throughout the process described in this Agreement.

PART IV: ENFORCEMENT

1. Neither party shall initiate any proceeding with the NLRB concerning the provisions of this Agreement, the decision by the employees in the unit whether to be represented by the Union, or the conduct of the parties in connection with the decision by the employees in the unit whether to be represented by the Union, or any other matter related to the employees in the unit.

2. Should any dispute arise between the parties prior to an election concerning compliance with the provisions of Part II and/or Part III of this Agreement, a hearing shall be conducted before Arbitrator Daniel Brent, Esq. within 48 hours of notice by the party alleging a violation to the other party and to Arbitrator Brent. The parties agree to make themselves available during the evenings and on weekends in order to comply with this time limit. Any hearing conducted pursuant to this paragraph shall be limited to four hours, equally divided between the parties, including argument. Arbitrator Brent shall have the authority to issue such order as they deem necessary to ensure compliance with this Agreement, including bench decisions, temporary restraining orders or preliminary injunctions.

3. Should any dispute arise as to the eligibility of any employee to vote in an election conducted pursuant to this Agreement, such dispute shall be resolved by Arbitrator Brent, based upon the terms of this Agreement. The arbitrator may take into consideration the standards applied by the NLRB under the National Labor Relations Act (NLRA), provided that the employees included in the unit described in Part I, are deemed to be eligible to vote and those standards are otherwise consistent with this Agreement.

4. Should any dispute arise as to the results of an election conducted pursuant to this Agreement, such dispute shall be resolved by Arbitrator Brent, based upon the terms of this Agreement, and the arbitrator shall follow standards applied by the NLRB under the NLRA, to the extent applicable.

5. Any hearing to resolve issues arising under paragraphs 3 or 4 hereof shall be held within 21 days of the election, and shall be limited to one day in duration, equally divided between the parties, including argument. A decision, order and certification shall issue within 14 days following the conclusion of the hearing. If the arbitrator concludes that a majority of employees in the unit have selected the Union as their collective bargaining representative, they shall order the Employer to bargain collectively and in good faith with the Union.

6. Should any dispute arise between the parties after the Employer has recognized the Union, but before a collective bargaining agreement is ratified, Arbitrator Brent shall have the authority to resolve any issues which arise by application of the legal standards developed and applied by the NLRB pursuant to the NLRA. The procedures of the Labor Arbitration Rules of the AAA shall apply to any hearings conducted pursuant to this paragraph.

7. If Arbitrator Brent is unavailable to resolve issues pursuant to this Agreement, Arbitrator Lisa Charles shall serve in their place and shall have full authority to resolve such issues.

8. The arbitrator does not have the authority to add to, subtract from, modify, or amend in any way the provisions of this Agreement.

9. The fees and expenses of the AAA and the arbitrator shall be borne equally by the parties.

10. Following expiration of any collective bargaining agreement covering the employees in the unit described in Part I, any disputes that arise between the parties regarding the negotiation of a successor contract shall be resolved by an arbitrator who is a member of the National Academy of Arbitrators, selected pursuant to the procedures of the AAA. The arbitrator shall follow the legal standards developed and applied by the NLRB to employees covered by the NLRA.

11. All orders and decisions issued by an arbitrator pursuant to this Agreement shall be final and binding on the parties. Upon application of a party to this Agreement, any court of competent jurisdiction located within the County of New York, State of New York, shall, in accordance with law, enforce an order of the arbitrator, including temporary restraining orders and preliminary injunctions. The parties hereby consent to the entry of an order of an arbitrator as the judgment or order of the court, without findings of fact or conclusions of law. In the event of an unsuccessful challenge to an arbitration award issued pursuant to this Agreement, the party who challenged the award or who unsuccessfully objects to the entry of an award of the arbitrator as an order of the court shall pay the reasonable attorneys' fees and costs of the other party.

12. This Agreement shall be effective upon the execution of both parties.

For New York University:



Daniel Saperstein
Chief Labor Counsel

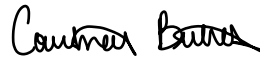
For International Union, UAW:



Brandon Mancilla, Regional Director, UAW Region 9A



Zoe Carey, President, UAW Local 7902



Courtney Bither, Servicing Representative, UAW



Alex Hastings, International Representative, UAW

For CFU-UAW:

Jeremy Nelson, Associate Arts Professor, Tisch School of the Arts



Heather Woodley, Clinical Associate Professor, Steinhardt School of Culture, Education and Human Development



Peter Li, Industry Assistant Professor, Tandon School of Engineering



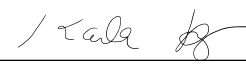
Esther Truzman, Clinical Associate Professor, Faculty of Arts and Sciences



Elisabeth Fay, Clinical Associate Professor, Expository Writing Program



Karla Rodriguez, Clinical Assistant Professor, Rory Meyers College of Nursing



Johann Jaeckel, Clinical Associate Professor, Liberal Studies



Jacob Remes, Clinical Associate Professor, Gallatin School of Individualized Study

