

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**NEW YORK UNIVERSITY**

**and**

**INTERNATIONAL UNION, UAW  
& its affiliate CONTRACT FACULTY UNITED-UAW**

**September 1, 2025 – August 31, 2030**

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AGREEMENT made effective the 1st day of September, 2025, between NEW YORK UNIVERSITY and INTERNATIONAL UNION, UAW, AFL-CIO and its affiliate CONTRACT FACULTY UNITED-UAW, wherein it is mutually agreed as follows:

## **ARTICLE 1 – RECOGNITION**

- I. Pursuant to the Neutrality and Election Agreement executed on January 3, 2024 and Representation Election conducted by the American Arbitration Association on February 27-28, 2024, New York University (henceforth “New York University” or “NYU” or “the Employer”) recognizes the International Union, UAW, AFL-CIO and its affiliate Contract Faculty United-UAW (henceforth “CFU-UAW” or “the Union”) as the sole and exclusive bargaining agent for full-time continuing contract faculty employed by New York University in the bargaining unit as defined below:

INCLUDED IN BARGAINING UNIT: 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 School of Mathematics, Computing, and Data Science 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);
  - i. NYU 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. NYU 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 Paragraph 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.<sup>1</sup>

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<sup>1</sup> In disciplinary matters involving faculty who hold the Specified Administrative Position(s) in this Paragraph

## 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.

- II. Full-time continuing contract faculty members who are included in the bargaining unit as defined in this Article shall be hereafter referred to as “Contract Faculty Members.”

## **ARTICLE 2 – ACADEMIC FREEDOM<sup>2</sup>**

1. Academic freedom is essential to the free search for truth and its free expression. Freedom in research is fundamental to the advancement of truth. Freedom in teaching is fundamental for the protection of the rights of the Contract Faculty Member in teaching and of the student in learning. Academic freedom imposes distinct obligations on the Contract Faculty Member such as those mentioned hereinafter.
2. Contract Faculty Members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties, but outside occupations and research for pecuniary gain, except in the case of sporadic and wholly unrelated engagements should be based upon an understanding with the administration of New York University.
3. Contract Faculty Members are entitled to freedom in the classroom in discussing their subject, but they should not introduce into their teaching controversial matter that has no relation to their subject.
4. Contract Faculty Members are citizens,<sup>3</sup> members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but this special position in the community imposes special obligations. As persons of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they at all times should be accurate, should exercise appropriate restraint, should show respect for the opinions of others and for the established policy of their institution, and while properly identifying themselves to outside audiences as associated with New York University should clearly indicate that

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B, NYU agrees to confer in good faith with the Union to address whether the disciplinary matter pertains to the administrative role or the faculty role.

<sup>2</sup> This statement on academic freedom shall not be construed to mean that all Contract Faculty Members perform all of the responsibilities set forth therein.

<sup>3</sup> For avoidance of doubt, the term “citizens” herein is not intended to be limited to citizens of the United States.

they are not institutional spokespeople unless specifically commissioned to serve in such a capacity.

5. For avoidance of doubt, there shall be no retaliatory discipline or discharge (as discipline and discharge are defined in Article 9) against any Contract Faculty Member for exercising any of the rights set forth in this Article. Nor shall there be any retaliation against a Contract Faculty Member in connection with the reappointment or promotion process for exercising any of the rights set forth in this Article.

### **ARTICLE 3 – ADMINISTRATIVE POSITIONS**

1. This Article applies to administrative positions that are not excluded from this Agreement, and that carry additional compensation and/or course release(s).
2. A Dean or equivalent (or their designee) may, at their sole discretion, offer a Contract Faculty Member an at-will appointment or reappointment to an administrative position(s) as defined in Paragraph 1 above.
  - 2.1. The Contract Faculty Member is not required to accept the offer, and there shall be no adverse consequence to the Contract Faculty Member should they decline the offer.
  - 2.2. When making the offer, the Dean or equivalent (or their designee) shall confirm the following terms of the appointment or reappointment in writing to the Contract Faculty Member: the length of the appointment or reappointment, whether the appointment or reappointment is renewable, the amount of compensation and/or course release(s), the title of the administrative position(s), and a summary of the job responsibilities.
  - 2.3. In cases where an administrative position(s) is renewable, the Dean or equivalent (or their designee) shall provide at least ninety- (90) days notice to the Contract Faculty Member if they will not receive an offer of renewal.
3. For avoidance of doubt, if a Contract Faculty Member is discharged from their administrative position(s) during the term of the appointment but they remain employed in their faculty position, the following shall apply:
  - 3.1. Any course release(s) that the Contract Faculty Member was receiving from such administrative position(s) shall continue through the remainder of the semester in which they were discharged; or any course release(s) that the Contract Faculty Member was scheduled to receive from such administrative position(s) shall continue to apply where none of the course release(s) had been taken during the semester in which they were discharged but instead had been reserved for the subsequent semester of that academic year; and/or

- 3.2. The Contract Faculty Member shall retain access to any facilities, materials, data, and other resources used in connection with their administrative position(s), to the extent that such access is necessary to continue to perform the responsibilities of their faculty position. In the event such access is denied, the Dean or equivalent (or their designee) shall, upon revocation of such access, inform the Contract Faculty Member in writing of any changes to the responsibilities of their faculty position following the loss of such access.

## **ARTICLE 4 – APPOINTMENT AND REAPPOINTMENT**

*This Article will replace for Contract Faculty Members the appointment and reappointment provisions in the “Faculty Policies Applicable to Full-Time Continuing Contract Faculty” under the NYU Faculty Handbook.*

### **1. Preamble**

- 1.1. This Article applies to appointments and reappointments to a Contract Faculty Member’s faculty position.<sup>4</sup> This Article does not apply to appointments and reappointments to any administrative position(s) held by a Contract Faculty Member.
- 1.2. Appointment or reappointment of a Contract Faculty Member may be made only by an authorized representative(s) of NYU.
- 1.3. The appointment or reappointment of a Contract Faculty Member automatically terminates at the end date of their appointment or reappointment stated in their appointment or reappointment letter, unless there is an official notice of renewal from an authorized representative(s) of NYU. Reappointment is not automatic and can only occur after an authorized representative(s) of NYU has taken all steps necessary to effect the reappointment.
- 1.4. Contract Faculty Members may participate in the process for hiring of Contract Faculty Members in accordance with the applicable process of their school/college and/or department or program.

### **2. Notice of Appointment**

- 2.1. Effective the academic year following ratification of this Agreement, NYU shall provide a letter of appointment to a newly appointed Contract Faculty Member at least thirty (30) business days in advance of the start date of the appointment or as soon as is practical after the hiring decision is made.

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<sup>4</sup> The term “full-time continuing contract faculty member” as used in Sections 4, 6, 7, and 8 of this Article shall include any period of employment during which a Contract Faculty Member was previously excluded from the bargaining unit under Article 1 (Recognition) I(A)(2)-(3) of the Agreement.

- 2.2. NYU will provide all newly appointed Contract Faculty Members with Union welcome materials at or about the time that other payroll documents are supplied. The welcome materials shall be supplied by the Union, which will include a dues authorization form.

### **3. Letters of Appointment and Reappointment**

- 3.1. Effective the academic year following ratification of this Agreement, letters of appointment and reappointment provided to Contract Faculty Members shall include the following information:
  - 3.1.1. title and rank;
  - 3.1.2. school, department, and/or program;
  - 3.1.3. start and end date of the appointment/reappointment;
  - 3.1.4. whether the appointment/reappointment is 9 or 12 months;
  - 3.1.5. a statement that the position is eligible for reappointment and/or promotion in accordance with the applicable article of this Agreement, and whether the appointment is presumptively renewable or non-presumptively renewable;
  - 3.1.6. whether the appointment/reappointment is contingent on external funding and the source(s) of the external funding;
  - 3.1.7. summary description of job responsibilities - including as to teaching, service, and, where applicable, research/scholarship, creative activity, and/or professional activity - and reference to the article and page number of this Agreement addressing workload (Article 36);
  - 3.1.8. whether the appointment/reappointment is a joint appointment and, if a joint appointment, a summary of the breakdown of job responsibilities;
  - 3.1.9. summary of pay and benefits, including but not limited to salary;
  - 3.1.10. summary of individual development account funding and reference to the article and page number of this Agreement addressing professional development funds (Article 24);
  - 3.1.11. anticipated work site location (e.g. Washington Square Campus, Downtown Brooklyn Campus);
  - 3.1.12. an electronic link to the website referenced in Section 2 of Article 15 (International Contract Faculty Members);

3.1.13. an electronic link to the Faculty Handbook and the University policies webpage;

3.1.14. an electronic link to this Agreement; and

3.1.15. other terms and conditions which NYU reserves the right to include.

#### 4. Appointment and Reappointment Terms<sup>5</sup>

4.1. A newly appointed Contract Faculty Member may be appointed for a term length determined in NYU's sole discretion, which shall be no less than three years.

4.1.1. All appointments of newly appointed Contract Faculty Members are subject to a one-year probationary period as a full-time continuing contract faculty member.<sup>6</sup> If the Contract Faculty Member is discharged during their probationary period, such discharge shall not be subject to the grievance or arbitration provisions of the Agreement. Extensions of the probationary period may be agreed upon by NYU and the Union.

4.2. Where a Contract Faculty Member is reappointed, the length of the Contract Faculty Member's reappointment term shall be in accordance with the following table, unless otherwise provided in Section 5 or 6 below, as applicable. The number of years within a range in the following table is within NYU's sole discretion. Notwithstanding, the length of a Contract Faculty Member's reappointment term shall be at least as long as the term of their most recent appointment, unless otherwise provided in Section 5 or 6 below, as applicable.

Rank	Reappointment Term
Clinical Instructor (Unranked)	3 years
[Modified Title] Assistant Professor	3 years
[Modified Title] Associate Professor	4-6 years
[Modified Title] Professor	5-7 years

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<sup>5</sup> Notwithstanding paragraphs 4.1 and 4.2, the length of a Contract Faculty Member's appointment or reappointment term at the assistant rank at the Tisch School of the Arts shall be a minimum of four (4) years, unless otherwise provided in Sections 5 or 6 below, as applicable.

<sup>6</sup> Once a Contract Faculty Member has successfully completed their probationary period in one department, no other probationary period will be required if the Contract Faculty Member is appointed in a different department.

- 4.3. If the title of a Contract Faculty Member changes but they remain at the same rank as a Contract Faculty Member, their years in the rank shall not reset for purposes of eligibility for promotion.
- 4.4. Appointments and reappointments contingent on external funding shall be for a period equivalent to the duration of the funding and subject to termination based on lack of funding.

## **5. Review Process for Reappointment for Non-Presumptively Renewable Appointments**

- 5.1. This section shall apply to reappointment for Contract Faculty Members on non-presumptively renewable appointments.
- 5.2. Criteria for Reappointment of Non-Presumptively Renewable Reappointments
  - 5.2.1. Non-presumptively renewable Contract Faculty Members who are being considered for reappointment shall satisfy the criteria for performance evaluation set forth in Article 21 (Performance Evaluation), including as to teaching, service, and any other responsibilities of their position as defined in Article 36 (Workload & Responsibilities) and the Contract Faculty Member's terms of appointment, as well as their professional conduct.
  - 5.2.2. For non-presumptively renewable Contract Faculty Members whose job responsibilities do not include research/scholarship, creative activity, and/or professional activity, such is not a requirement for reappointment but may be included as part of the reappointment review if the Contract Faculty Member engaged in such work.
- 5.3. Timeline and Notice for Reappointment Review for Non-Presumptively Renewable Appointments
  - 5.3.1. For non-presumptively renewable Contract Faculty Members on multi-year appointments of three years or more, review for reappointment is conducted in the penultimate year of the Contract Faculty Member's current appointment. No later than the end of the first month of the penultimate year, the Contract Faculty Member shall be provided with written notice that they will be reviewed for reappointment.
  - 5.3.2. For non-presumptively renewable Contract Faculty Members on appointments of two years, review for reappointment is conducted in the final year of the Contract Faculty Member's current appointment. No later than the end of the first month of the year of their review, the Contract Faculty Member shall be provided with written notice that they will be reviewed for reappointment.

- 5.3.3. For non-presumptively renewable Contract Faculty Members on one-year appointments, review for reappointment is conducted in the year of the Contract Faculty Member's current appointment. No later than the end of the first month of their current appointment, the Contract Faculty Member shall be provided with written notice that they will be reviewed for reappointment.
- 5.3.4. The written notice referenced in subparagraphs 5.3.1-5.3.3 shall include: a link to this Agreement, including reference to this Article; list of relevant dates in the review process; and instructions for accessing and using the electronic system, if any, that a school/college or department uses for the review.
- 5.4. Required as part of the review process, non-presumptively renewable Contract Faculty Members shall submit to their Department Chair or equivalent an updated curriculum vitae, and the most recent version of the course syllabus for each course they have taught since their current appointment (*i.e.*, during the review period). The Contract Faculty Member also may choose to submit additional evidence of their teaching effectiveness, service, and, if applicable, research/scholarship, creative activity, and/or professional activity. However, a choice not to submit such additional evidence shall not be held against the Contract Faculty Member.
- 5.5. Required as part of the review process, the Contract Faculty Members in their department or equivalent shall elect a Faculty Advisory Committee on Reappointment and Promotion<sup>7</sup> comprising three Contract Faculty Members (or full-time faculty members)<sup>8</sup> (hereinafter referred to in this Article as the "Advisory Committee"), subject to footnotes 7 and 8 in this Article.
- 5.5.1. Where there are not sufficient Contract Faculty Members available within the same department or equivalent, the Department Chair or equivalent

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<sup>7</sup> In departments or the equivalent where there are, as of ratification of this Agreement, separate reappointment and promotion committees, there shall be a separate Advisory Committee on Reappointment and a separate Advisory Committee on Promotion. In departments or the equivalent where there are, as of ratification of this Agreement, a singular reappointment and promotion committee or no reappointment and promotion committee, there shall be a singular Advisory Committee on Reappointment and Promotion.

<sup>8</sup> In departments or the equivalent where there are reappointment and promotion committees, as of ratification of this Agreement, composed of both tenured/tenure-track and full-time continuing contract faculty, such committee compositions shall continue for the Advisory Committee on Reappointment and Promotion. In such cases, the Contract Faculty Member shall be elected as set forth in paragraph 5.5, and tenure/tenure track faculty shall be appointed by the Department Chair or equivalent. In departments or the equivalent where such committees are, as of ratification of this Agreement, composed of only full-time continuing contract faculty or where no such committee exists, the committee shall be composed of only Contract Faculty Members.

may select a suitable Advisory Committee member(s) from outside the department or school/college.<sup>9</sup>

- 5.5.2. An Advisory Committee member must be at the parallel rank or higher of the Contract Faculty Member being reviewed.
  - 5.5.3. The Department Chair or equivalent shall identify for the Advisory Committee the job responsibilities of the Contract Faculty Member being reviewed and the criteria for reappointment in Paragraph 5.2 and in Article 21 (Performance Evaluation), and shall provide the Advisory Committee with the materials in Paragraph 5.6 on a confidential basis.
  - 5.5.4. The Advisory Committee shall review the materials in Paragraph 5.6 and use their subject matter expertise to provide input in a letter (of three pages or less) to the Department Chair or equivalent on the performance of the Contract Faculty Member being reviewed. The Advisory Committee shall offer commentary on the Contract Faculty Member's performance of their job responsibilities. The Advisory Committee may offer commentary on the Contract Faculty Member's work beyond the scope of their required job responsibilities, but the Advisory Committee may not hold against the Contract Faculty Member a failure to do such work. The letter may include an advisory recommendation on whether the Contract Faculty Member being reviewed should be reappointed. The letter shall be treated as confidential.
  - 5.5.5. In the event of disagreement among the Advisory Committee members, the letter shall reflect the differing viewpoints.
  - 5.5.6. In the event of a grievance and/or arbitration regarding the reappointment of the Contract Faculty Member being reviewed, the Union and NYU agree that the members of the Advisory Committee shall not testify or otherwise serve as witnesses. As part of the grievance and/or arbitration process, a Union representative shall have access to the letter, provided that access is subject to a confidentiality agreement between NYU and the Union, and the Contract Faculty Member being reviewed does not receive access.
- 5.6. The Department administrator(s) or equivalent will assemble a review packet that includes the following:
- 5.6.1. The documents identified in Paragraph 5.4
  - 5.6.2. Annual Faculty Activity Report(s) (FAR) during the review period
  - 5.6.3. Performance evaluation(s) made during the review period
  - 5.6.4. Student course assessment(s) completed during the review period

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<sup>9</sup> If the appointment is a joint appointment, the Advisory Committee shall be representative of both departments.

- 5.6.5. Teaching observation(s) conducted during the review period
  - 5.6.6. Advisory Committee letter identified in Paragraph 5.5
  - 5.6.7. Other relevant materials regarding the Contract Faculty Member's performance, provided that the Contract Faculty Member had been informed of the underlying information.
- 5.7. The Department Chair or equivalent shall review and assess the review packet, and make a recommendation on reappointment, including the proposed number of years for reappointment, to the Dean or equivalent.
- 5.7.1. The Department Chair or equivalent may consider the Contract Faculty Member's work beyond the scope of their required job responsibilities, but they may not hold against the Contract Faculty Member a failure to do such work.
  - 5.7.2. In making their recommendation, the Department Chair or equivalent shall give due consideration to the commentary and, if applicable, advisory recommendation of the Advisory Committee.
- 5.8. The Dean or equivalent shall review and assess the review packet, including the recommendation of the Department Chair or equivalent. The Dean or equivalent shall make the final decision on reappointment, including the number of years on reappointment. In making their decision, the Dean or equivalent shall give due consideration to the commentary and, if applicable, advisory recommendation of the Advisory Committee. The Dean or equivalent shall notify the Contract Faculty Member of the decision in writing, together with a written rationale and, as appropriate, performance feedback.
- 5.8.1. In the event of non-reappointment, or a shorter reappointment term than set forth in Paragraph 4.2, the Dean or equivalent shall specify the reason(s) for the decision in the written rationale, whether for performance, misconduct, or other reason. Reasons for reappointing a Contract Faculty Member to a shorter reappointment term than set forth in Paragraph 4.2 do not include performance and/or misconduct.
    - 5.8.1.1. In the particular case of where a non-presumptively renewable Contract Faculty Member is not reappointed due to unsatisfactory performance and/or misconduct, the notification from the Dean or equivalent to the Contract Faculty Member shall include the following information regarding the rationale for the decision:
      - 5.8.1.1.1. The specific issue(s) with the Contract Faculty Member's performance and/or misconduct;
      - 5.8.1.1.2. The extent to which the decision was informed by the Contract Faculty Member's FAR(s), performance

evaluation(s), student course assessment(s), teaching observation(s), Advisory Committee letter, and/or other relevant materials during the review period;

5.8.1.1.3. How due consideration was afforded to the commentary and, if applicable, advisory recommendation of the Advisory Committee;

5.8.1.1.4. The specific reason(s) for the Dean or equivalent accepting or not accepting the assessment and recommendation of the Department Chair or equivalent.

5.9. Notification of the decision on reappointment shall be made by the applicable deadline below:

<b>Current Appointment Type</b>	<b>Date of Notification</b>
For Contract Faculty Members on Multi-Year Appointments of Three Years or More	Contract Faculty Member will be notified no later than August 31 of the penultimate year of their current appointment. Should the Contract Faculty Member not be reappointed, the last year of their current appointment shall constitute the final year of their employment as a Contract Faculty Member.
For Contract Faculty Members on One-Year or Two-Year Appointments	Contract Faculty Member will be notified no later than the March 1 preceding the end date of their current appointment (where the end date of their current appointment is August 31).  – or –  Contract Faculty Member will be notified no later than 180 days prior to the end date of their current appointment (where the end date of their current appointment is other than August 31).

**5.10. Basis of Grievance for Non-Presumptively Renewable Contract Faculty Members**

5.10.1. If a non-presumptively renewable Contract Faculty Member is not reappointed due to unsatisfactory performance and/or misconduct, the Contract Faculty Member may file a grievance pursuant to Article 12 (Grievance and Arbitration Procedure) on the bases listed in subparagraphs 5.10.1.1 – 5.10.1.3 below. The standard of review for

such grievance or subsequent arbitration shall be whether the Union has established:

5.10.1.1. a violation of the process (i.e., the procedures used to reach the decision were improper, or the case received inadequate consideration);

5.10.1.2. the decision violated the academic freedom of the Contract Faculty Member; or

5.10.1.3. the decision was arbitrary or capricious, or made in bad faith.

## **6. Presumption of Reappointment**

6.1. Except as provided in Paragraph 6.2, Contract Faculty Members who complete or who have already completed two successful reappointment reviews as a full-time continuing contract faculty member shall have a presumptively renewable appointment with their next reappointment review, subject to the terms of Paragraph 6.3 below.

6.2. Contract Faculty Members hired after ratification of this Agreement at the Full rank and who complete one successful reappointment review as a full-time continuing contract faculty member shall have a presumptively renewable appointment with their next reappointment review, subject to the terms of Paragraph 6.3 below.

6.3. The term “presumptively renewable” shall mean the Contract Faculty Member holding such an appointment may not be reappointed, or with respect to subparagraphs 6.3.3 – 6.3.9 may be reappointed to a shorter reappointment term than set forth in Paragraph 4.2, only for:

6.3.1. Unsatisfactory performance, subject to just cause standards.

6.3.2. Misconduct, subject to just cause standards.

6.3.3. Elimination, suspension, or downsizing of a department or program, or merging of a department or program within another department or program that necessitates a reduction in, or shorter reappointments for, faculty members.

6.3.4. Insufficient enrollment for more than one academic year in the school/college, department, or program, or a reduction that is expected to occur for more than one academic year in the number of courses or sections offered, that necessitates a reduction in, or shorter reappointments for, faculty with teaching responsibilities.

- 6.3.5. Material changes in curriculum or structural changes to an academic program that necessitate a reduction in, or shorter reappointments for, faculty with teaching responsibilities.
- 6.3.6. Serious financial considerations at the University, school/college, department, or program level that cannot be alleviated by less drastic means that necessitate a reduction in, or shorter reappointments for, faculty members.
- 6.3.7. The hiring or assignment of tenured/tenure-track faculty that necessitates a reduction in, or shorter reappointments for, Contract Faculty Members.
  - 6.3.7.1. For avoidance of doubt, Contract Faculty Members may apply and be considered for tenure/tenure-track faculty positions.
- 6.3.8. Material reduction in, loss of, or termination of grant funding for externally funded positions.
- 6.3.9. At the written request of the Contract Faculty Member.
- 6.4. For purposes of subparagraphs 6.3.1 and 6.3.2, the Department Chair or equivalent will review the materials identified in Article 21 (Performance Evaluation) to confirm satisfactory performance and conduct of the presumptively renewable Contract Faculty Member during the term of their current appointment, and the Dean or equivalent shall make the final decision on reappointment. For the avoidance of doubt, presumptively renewable Contract Faculty Members shall not be required to request or apply for reappointment, or to submit any additional material.
- 6.5. The Dean or equivalent shall notify the presumptively renewable Contract Faculty Member of the decision on reappointment in writing, together with a written rationale, by the applicable deadline in Paragraph 5.9 above.
  - 6.5.1. In the event of non-reappointment, or a shorter reappointment term than set forth in Paragraph 4.2, the Dean or equivalent shall specify the reason(s) for the decision in the written rationale.
    - 6.5.1.1. In the particular case of where a presumptively renewable Contract Faculty Member is not reappointed due to unsatisfactory performance and/or misconduct, the notification from the Dean or equivalent to the Contract Faculty Member shall explain the basis with particularity.
  - 6.5.2. The Employer shall also notify the Union when it notifies a Contract Faculty Member on a presumptively renewable appointment of non-reappointment or a shorter reappointment term than set forth in Paragraph

4.2. The Employer shall provide to the Union the Contract Faculty Member's employee ID, name, reason for non-reappointment or shorter reappointment, and end date of their appointment.

## **6.6. Basis of Grievance for Presumptively Renewable Contract Faculty Members**

6.6.1. A presumptively renewable Contract Faculty Member may file a grievance pursuant to Article 12 (Grievance and Arbitration Procedure) with regard to a decision not to reappoint due to subparagraphs 6.3.1 - 6.3.2. The standard of review for such grievance or subsequent arbitration shall be whether the Union has established that the Employer did not have clear and convincing evidence that the condition set forth in the subparagraph has been met.

6.6.2. Subparagraphs 6.3.3 – 6.3.8 are not subject to the grievance and arbitration provision of this Agreement except as provided herein. Within thirty (30) days of the notice of non-reappointment or shorter reappointment than set forth in Paragraph 4.2 due to subparagraphs 6.3.3 – 6.3.8, the Union may request information relied upon by the Employer in connection with the reason for the determination. The Employer shall respond to the information request in ten (10) business days. Following the Union's receipt of information, a grievance may be filed with regard to subparagraphs 6.3.3 – 6.3.8 only on the ground that the Employer's cited reason for non-reappointment or shorter reappointment was not based in fact. A grievance may not be filed on the ground that the Employer's cited reason was not sufficient to support the non-reappointment or shorter reappointment, or did not necessitate the non-reappointment or shorter reappointment.

## **7. Layoff**

7.1. NYU has the management right to lay off Contract Faculty Members or eliminate such positions in its sole discretion, subject to the provisions in this Article.

### **7.2. Definition of Layoff**

7.2.1. "Layoff" means the involuntary termination of a Contract Faculty Member during their appointment term due to programmatic, academic, operational, or financial reasons, as further defined in subparagraphs 7.2.1.1-7.2.1.4:

7.2.1.1. Elimination, suspension, downsizing, merger, or restructuring of a school/college, department or program;

- 7.2.1.2. Insufficient enrollment for more than one academic year in the school/college, department or program, or a reduction that is expected to occur for more than one academic year in the number of courses or sections offered;
- 7.2.1.3. Material changes in curriculum or structural changes to an academic program; or
- 7.2.1.4. Serious financial considerations at the University, school/college, department, or program level that cannot be alleviated by less drastic means.

**7.2.2. Notice**

- 7.2.2.1. Where practicable, NYU will provide affected Contract Faculty Members with at least sixty (60) days' written notice of a layoff prior to its effective date.

**7.2.3. Considerations**

- 7.2.3.1. In cases where NYU must decide which Contract Faculty Members are subject to layoff within an affected school/college, department or program, NYU shall consider, in its discretion, factors including academic and instructional needs; programmatic requirements and future offerings; qualifications, skills, and expertise; nature and source of funding for the position (as applicable); and seniority. When such factors are relatively equal, seniority within the affected department or program shall be the controlling consideration.
- 7.2.3.2. In cases where NYU must decide whether not to reappoint a presumptively renewable Contract Faculty Member(s) due to subparagraphs 6.3.3 – 6.3.7 or to lay off a Contract Faculty Member(s) within an affected school/college, department or program, NYU shall consider, in its discretion, factors including academic and instructional needs; programmatic requirements and future offerings; qualifications, skills, and expertise; nature and source of funding for the position (as applicable); and seniority. When such factors are relatively equal, seniority within the affected department or program shall be the controlling consideration.
- 7.2.3.3. Seniority, for purposes of this Agreement, is defined as years of full-time continuous employment as a full-time continuing contract faculty member, including leave time or other time off taken for any purpose recognized under this Agreement, applicable

University policy and/or applicable law, as well as any break in service recognized as such under this Agreement, applicable University policy and/or applicable law.

#### **7.2.4. Provision of Information**

7.2.4.1. Upon request by the Union, NYU will provide relevant information relating to a layoff, as consistent with applicable law. Such information shall include, where applicable, the general basis for the layoff decision and the affected school/college, department, or program, provided that nothing herein requires disclosure of confidential, privileged, or legally protected information.

### **8. Severance & Eligibility for Rehire**

8.1. In the event of layoff or position elimination before the expiration of a Contract Faculty Member's appointment pursuant to Section 7, or in the event that a Contract Faculty Member on a presumptively renewable appointment is not reappointed due to subparagraphs 6.3.3 – 6.3.7, the Contract Faculty Member shall be eligible for severance<sup>10</sup> as follows:

8.1.1. one full week of severance, at the annualized base pay of their faculty position<sup>11</sup> on their separation date, less deductions permitted or required by law, for each full year of full-time continuous<sup>12</sup> employment as a full-time continuing contract faculty member for the first 10 full years; and

8.1.2. two full weeks of severance, at the annualized base pay of their faculty position on their separation date, less deductions permitted or required by law, for each full year of full-time continuous employment as a full-time continuing contract faculty member starting with their 11th full year, up to a maximum of 52 weeks of total severance pay.

8.2. To be eligible to receive severance, the Contract Faculty Member must sign a separation agreement and general release satisfactory to NYU and the Union, and not revoke it.

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<sup>10</sup> A Contract Faculty Member shall not be eligible for severance under subparagraph 6.3.7 or otherwise if they applied for and were hired into a tenure/tenure-track faculty position at NYU.

<sup>11</sup> Contract Faculty Members on 9 month appointments are paid over 12 months; Contract Faculty Members on 12 month appointments are paid over 12 months. Annualized base pay refers to the annual base salary, which is paid over 12 months.

<sup>12</sup> "Continuous" includes leave time or other time off taken for any purpose recognized under this Agreement, applicable University policy and/or applicable law, as well as any break in service recognized as such under this Agreement, applicable University policy and/or applicable law.

- 8.3. Contract Faculty Members who receive severance under Section 7 remain eligible for rehire with the University, and may apply and be considered for other positions.
- 8.4. NYU will make the severance payment in two equal installments: one within thirty (30) business days of the separation of employment and one on or by March 15 of the calendar year following the first installment payment.
9. **School/College/Department/Program Guidelines/Policies.** This Article shall supersede any guidelines or policies pertaining to appointment or reappointment of Contract Faculty Members at the school, college, department or program levels, or the equivalent thereof.

## **ARTICLE 5 – BARGAINING UNIT INFORMATION**

1. As soon as reasonably practicable but within thirty (30) calendar days of the start of each Fall and Spring semester, the Employer will provide the Union with the following information regarding Contract Faculty Members, as input and available in NYU's human resources information system (PeopleSync/Workday or its successor), in an electronic format:
  - 1.1 Full legal name
  - 1.2 Preferred name, if specified by the Contract Faculty Member
  - 1.3 Unique Identifier
  - 1.4 Race/ethnic category
  - 1.5 Gender
  - 1.6 Preferred pronouns, if specified by the Contract Faculty Member
  - 1.7 Date of birth
  - 1.8 Hire date as a full-time continuing contract faculty member
  - 1.9 School, college, or division
  - 1.10 Department or program
  - 1.11 Job title of faculty position
  - 1.12 Number of months per year of faculty appointment
  - 1.13 Annualized base salary
  - 1.14 All email addresses on file
  - 1.15 All phone numbers on file
  - 1.16 All addresses on file
  - 1.17 Office building and room number
  - 1.18 Highest degree earned and the date it was earned on file

The Employer is under no obligation to provide any of the above information if it has been withheld from the Employer by the Contract Faculty Member, or where prohibited by law.

2. Effective the Fall or Spring semester that begins after twelve months following this

Agreement's ratification and thereafter, the Employer will furnish the following additional data elements to the Union when it provides the above-referenced information in Section 1:

- 2.1 Appointment/reappointment start date of faculty position
  - 2.2 Appointment/reappointment end date of faculty position
  - 2.3 Title of administrative position(s), if any, not excluded from the Agreement to the extent they carry course release or administrative compensation.
3. Within one month of the ratification of this Agreement, the Employer will furnish a list containing all of the available data in Section 1 to the Union.
  4. Effective with the Fall or Spring semester that begins after twelve months following this Agreement's ratification and thereafter, the Employer shall provide current and accurate Section 1 and Section 2 data.
  5. The Employer will provide to the Union a list of all Contract Faculty Member gross pay and union dues and agency fees deducted on or by the tenth (10th) business day of each month.
  6. Within twelve months of this Agreement's ratification, the Employer shall develop a system to provide notice to the Union of which full-time continuing contract faculty members are exiting and returning to the bargaining unit at the start and conclusion of an administrative position held under Article 1 (Recognition) I.A.2 or I.A.3.
  7. Upon the Union's request, the Employer agrees to meet through the UMC for Bargaining Unit Information no less than four (4) times an academic year. The UMC may discuss information requests concerning the above-referenced bargaining unit information, updates on the Employer's progress in making any improvements to its process for providing the current and accurate bargaining unit information reports referenced above, and the Employer's progress on developing the systems specified in Section 6 above and Article 1 (Recognition) I.A.3.i.

## **ARTICLE 6 – BENEFITS**

### **1. Medical Insurance**

- 1.1. Contract Faculty Members may enroll in medical insurance coverage through the Aetna Point-of-Service Plans (Value or Advantage Plans), Aetna Langone Care Plan, or Aetna High Deductible Health Plan (HDHP) with Health Savings Account (HSA), or their reasonable equivalents in which NYU, from time to time, may participate and which is available to NYU's tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty.

- 1.2. The Employer shall continue to make available to Contract Faculty Members and their eligible dependents the NYU Langone Health Copay Waiver Program for as long as it is made available to tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty.
- 1.3. The Employer shall continue to offer Contract Faculty Members and their eligible dependents the Progyny family building benefit, or its reasonable equivalent, on the same terms and conditions made available to tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty.
- 1.4. For Contract Faculty Members who elect the Aetna HDHP with HSA plan, the Employer shall contribute, if applicable, to the Contract Faculty Member's HSA on the same terms and conditions applied to tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty.
- 1.5. Contract Faculty Members shall make monthly premium contributions towards the cost of coverage for the applicable medical insurance plan in which they enroll for the 2026 calendar year in accordance with the 2026 Benefits Guide for Full-Time Faculty.
- 1.6. Beginning January 1, 2027 and for each subsequent calendar year thereafter through the duration of the Agreement, Contract Faculty Members shall make monthly medical insurance premium contributions based upon a percentage of the applicable year's total cost of coverage as follows:<sup>13</sup>

	Aetna Value Plan	Aetna Advantage Plan	Aetna HDHP with HSA	Aetna Langone Plan
Base Salary of Faculty Position: under \$50,000				
Employee only	1.71%	5.33%	2.73%	3.43%
Employee + Spouse	6.98%	11.26%	5.65%	7.31%
Employee + Child(ren)	6.89%	11.37%	5.75%	7.33%
Family	6.97%	11.25%	5.72%	7.26%

<sup>13</sup> The Contract Faculty Member's monthly cost of contribution shall be rounded to the nearest whole dollar.

	Aetna Value Plan	Aetna Advantage Plan	Aetna HDHP with HSA	Aetna Langone Plan
Base Salary of Faculty Position: \$50,000 to \$74,999				
Employee only	6.32%	10.31%	5.07%	6.74%
Employee + Spouse	10.69%	15.26%	7.71%	9.85%
Employee + Child(ren)	10.72%	15.28%	7.78%	9.89%
Family	10.63%	15.38%	7.82%	9.94%
Base Salary of Faculty Position: \$75,000 to \$124,999				
Employee only	10.86%	15.57%	7.79%	10.04%
Employee + Spouse	15.19%	20.37%	10.37%	13.21%
Employee + Child(ren)	15.34%	20.59%	10.34%	13.30%
Family	15.25%	20.41%	10.34%	13.20%
Base Salary of Faculty Position: \$125,000 to \$174,999				
Employee only	14.58%	19.21%	9.74%	12.44%
Employee + Spouse	20.75%	26.62%	13.55%	17.22%
Employee + Child(ren)	20.70%	26.68%	13.53%	17.25%
Family	20.80%	26.58%	13.49%	17.22%
Base Salary of Faculty Position: \$175,000 or higher				
Employee only	18.45%	22.86%	12.16%	14.77%
Employee + Spouse	23.80%	30.13%	14.93%	19.48%
Employee + Child(ren)	23.75%	30.11%	14.98%	19.47%
Family	23.77%	30.09%	14.99%	19.46%

In the event that the applicable monthly medical insurance premium cost share of tenure/tenure-track faculty and non-bargaining unit full-time continuing

contract faculty employed by NYU at the applicable salary range is less than the premium cost share according to the table above, that cost share shall apply to Contract Faculty Members for that calendar year.

**2. Dental Insurance**

- 2.1. Contract Faculty Members may enroll in dental insurance coverage through the MetLife base dental plan or enhanced dental plan, or their reasonable equivalents in which NYU, from time to time, may participate and which is available to NYU's tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty.
- 2.2. Contract Faculty Members shall make monthly premium contributions towards the cost of coverage for the applicable dental insurance plan in which they enroll for the 2026 calendar year in accordance with the 2026 Benefits Guide for Full-Time Faculty.
- 2.3. Beginning January 1, 2027 and for each subsequent calendar year thereafter through the duration of the Agreement, Contract Faculty Members who enroll in the base dental plan shall make monthly dental insurance premium contributions based upon a percentage of the applicable year's total cost of coverage as follows:

	Base Dental Plan
Employee	25.35%
Employee + Spouse	41.89%
Employee + Child(ren)	42.22%
Employee + Family	37.09%

In the event that the applicable monthly dental insurance premium cost share of tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty employed by NYU is less than the premium cost share according to the table above, that cost share shall apply to Contract Faculty Members for that calendar year.

- 2.4. Beginning January 1, 2027 and for each subsequent calendar year thereafter through the duration of the Agreement, Contract Faculty Members who enroll in the enhanced dental plan shall make monthly dental premium contributions based upon the base dental plan in accordance with Paragraph 2.3 plus the full incremental additional cost of the enhanced dental plan.<sup>14</sup>

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<sup>14</sup> For example, the cost of the employee-only base dental plan is \$71 per month; the cost of the employee-only enhanced dental plan is \$101 per month. A Contract Faculty Member who enrolls in the employee-

### **3. Vision Plan**

- 3.1. NYU will offer to Contract Faculty Members the opportunity to participate in the University's vision plan, in which NYU, from time to time, may participate and which is offered to NYU's tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty.
- 3.2. There is no NYU contribution towards this plan.

### **4. Long-Term Disability Insurance**

- 4.1. NYU will offer basic long-term disability insurance coverage for Contract Faculty Members, which is offered to NYU's tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty. Contract Faculty Members shall be responsible for one-half of the cost of the basic long-term disability insurance, and NYU shall be responsible for one-half of the cost.
  - 4.2. Contract Faculty Members may purchase optional long-term disability insurance coverage in accordance with the terms and conditions of the applicable plan document. There is no NYU contribution towards the cost of this coverage.
5. Contract Faculty Members shall be eligible for the following other benefits as made available to the tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty employed by NYU, on the same terms and conditions, as may be amended by NYU from time to time:
- 5.1. Flexible Spending Account Plan(s)
  - 5.2. Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment Insurance Plan(s)
  - 5.3. New York University Retirement Plan for Members of the Faculty, Professional Research Staff, and Administration
  - 5.4. New York University Section 457(b) Deferred Compensation Plan
  - 5.5. Group Legal Plan
  - 5.6. Employee Assistance Program (EAP) Plan
  - 5.7. BlueCross BlueShield Global Solutions Plan and Aetna International Plan

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only enhanced dental plan is responsible for 25.35% of the cost of the base dental plan (\$18) plus they are responsible for \$30, the incremental additional cost of the enhanced dental plan (i.e., the difference in cost between the employee-only enhanced dental plan and the employee-only base dental plan).

- 5.8. Commuter Benefits
  - 5.9. Long-Term Care Benefits
  - 5.10. Health Care Advocacy
  - 5.11. Identity Theft and Privacy Protection
  - 5.12. Auto, Home, and Pet Insurance
  - 5.13. Fitness Membership
  - 5.14. Back-up Child and Elder Care
  - 5.15. Tuition Remission
  - 5.16. Mortgage Origination Fee Reimbursement Program under the Guidelines for Tenured, Tenure-Track, and Continuing Contract Faculty
  - 5.17. LiveSmart Wellness Program
  - 5.18. NYU Employee Computer Deferred Payment Program
  - 5.19. NYU Dining's Employee Meal Plans
6. NYU has sole discretion to select the vendors for its benefit plans, including but not limited to, insurance carriers, third-party administrators, custodians and record keepers, and may change vendors or elect to self-insure or self-administer such plans at any time, and without negotiation with the Union. NYU shall notify the Union prior to the change becoming effective.
7. The terms and conditions of the benefits listed in this Article are governed exclusively by the applicable plan or program documents, as they may exist from time to time, and are subject to their legal and other terms. For the benefits listed in 1, 2, 3, 4, and 5.1 through 5.7 above, all questions concerning coverage, vesting, entitlement to benefits or any aspect of those benefit plans are to be resolved in accordance with the procedures contained in the applicable plan and are not subject to grievance and arbitration provisions of this Agreement. For the benefits listed in 5.8 through 5.14 above, claims are to be resolved in accordance with the third-party procedures governing those benefits, not the grievance and arbitration provisions of this Agreement. Disputes about whether the benefit plans violate this Agreement, or if the Employer did not comply with the terms for Contract Faculty Members as set forth in this Article, shall be resolved pursuant to the grievance and arbitration provisions of this Agreement.

## **8. UMC Benefits Committee**

- 8.1. Within sixty (60) days from ratification of the Agreement, a committee of at least three (3) Employer representatives and three (3) Union-designated representatives (“UMC Benefits Committee”) will be established.
- 8.2. The Union can provide feedback at UMC Benefits Committee meetings on employee insurance benefits, and the Employer will report there on changes regarding coverage or implementation of the Employer’s insurance plans.
- 8.3. Where benefits matters regarding full-time faculty are discussed with the Tenured/Tenure Track Faculty Senators Council (“T-FSC”) and non-bargaining unit members of the Full-time Continuing Contract Faculty Senators Council (“C-FSC”), the Employer shall discuss such matters with the UMC Benefits Committee on or about the same time. The UMC Benefits Committee may provide comments on benefits terms and make advisory recommendations. The Employer will provide a timely response thereto.
- 8.4. The UMC Benefits Committee will convene at a mutually agreeable time and place, at least two (2) times per academic year, in addition to meetings specified in paragraph 8.3.

## **ARTICLE 7 – COMPENSATION**

### **1. One-Time Increases**

- 1.1 Each Contract Faculty Member employed as of September 1, 2025 shall receive a one-time increase of \$6,000 to the base salary of their faculty position effective as of September 1, 2025. This one-time increase is in addition to the FY 2026 applicable annual merit increase (AMI) pool of 2% or 2.5% for Contract Faculty Members with AMI-eligible compensation in accordance with the memorandum of agreement between NYU and the Union dated July 21, 2025.

### **1.2 One-Time Compression Adjustment**

- 1.2.1 Effective September 1, 2026, Contract Faculty Members employed as of that date shall receive a one-time increase to the base salary of their faculty position according to the minimum salary scale based on rank and years of employment as a full-time continuing contract faculty member as set forth in Appendix A (Compression Adjustment Table), as applicable. Appendix A shall apply to such Contract Faculty Members whose base salary of their faculty position is below the applicable minimum base salary in Appendix A.

### 1.3 Alternative One-Time Adjustment

1.3.1 In the event that the \$6,000 increase outlined in section 1.1 and the compression adjustment outlined in section 1.2, as applicable, are less than a total of a \$14,000 increase to a Contract Faculty Member's base salary of their faculty position, effective September 1, 2026, the Contract Faculty Member shall receive a total increase, inclusive of the aforementioned increases, of at least \$14,000 to the base salary of their faculty position.

## 2. Minimum Base Salary<sup>15</sup>

2.1 Except as otherwise provided in Paragraph 2.2, Contract Faculty Members shall have a minimum base salary for their faculty position as follows by rank:

Effective Date	Assistant Rank	Associate Rank	Full Rank
September 1, 2026	\$91,000	\$100,100	\$110,110
September 1, 2027	\$93,730	\$103,103	\$113,413
September 1, 2028	\$96,542	\$106,196	\$116,816
September 1, 2029	\$99,438	\$109,382	\$120,320

2.2 In a department or equivalent in which there are Contract Faculty Members on both 9 month and 12 month faculty appointments,<sup>16</sup> the minimum base salary for the faculty position of such Contract Faculty Members on 12 month faculty appointments shall be three-ninths (3/9<sup>th</sup>) greater than the corresponding minimum base salary by rank in Paragraph 2.1.

## 3. Annual Increase

3.1 Contract Faculty Members shall receive the following annual increase to the base salary of their faculty position:

Effective Date	Percentage Increase
September 1, 2027	3.5%
September 1, 2028	3.5%
September 1, 2029	3.5%

3.2 Notwithstanding Paragraph 3.1, for any Contract Faculty Member whose base salary for their faculty position is below the applicable minimum base salary in Section 2, the Contract Faculty Member shall receive the greater of either the

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<sup>15</sup> The applicable minimum for the assistant rank in Section 2 shall also apply to the unranked position of Clinical Instructor at the College of Nursing.

<sup>16</sup> Paragraph 2.2 above applies, where relevant, to the Rory Meyers College of Nursing and the Steinhardt School of Culture, Education, and Human Development. See Paragraphs 2.7 and 2.11 of Article 36 (Workload & Responsibilities), respectively.

applicable annual increase in Paragraph 3.1 or the increase needed to meet the applicable minimum in Section 2.

#### **4. Promotion Increase**

- 4.1 At the time of promotion from Assistant to Associate rank, and from Associate to Full rank, Contract Faculty Members shall receive an increase to the base salary of their faculty position equal to 7.5% plus the annual increase (i.e., Paragraph 3.1) (hereinafter, "total increase upon promotion").
- 4.2 The total increase upon promotion shall be a minimum 10% increase to the base salary of the Contract Faculty Member's faculty position.

#### **5. Salary Equity**

- 5.1 NYU is committed to complying with applicable salary equity law and, to that end, shall conduct salary equity reviews for Contract Faculty Members under the terms of this section.
- 5.2 NYU shall conduct a salary equity review every three years for Contract Faculty Members on the same terms and conditions, and through the same third-party firm, as the salary equity reviews for tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty employed by NYU.
- 5.3 In advance of conducting the salary equity review for Contract Faculty Members in Paragraph 5.2, NYU shall meet with the Union to explain the methodology and statistical analysis that will be used to conduct the review. Such methodology and statistical analysis shall be consistent with applicable legal standards.
- 5.4 NYU shall provide the Union with a report addressing the results of the salary equity review for Contract Faculty Members in Paragraph 5.2, which shall be kept confidential, and upon the request of the Union, NYU shall meet and confer with the Union to discuss the results.
- 5.5 Following the conclusion of each salary equity review in Paragraph 5.2, NYU shall establish a salary equity fund for Contract Faculty Members to make any necessary salary equity adjustments to the base salary of a Contract Faculty Member's faculty position.
  - 5.5.1 The amount designated by NYU to the fund shall be two hundred thousand dollars (\$200,000) for each salary equity review in Paragraph 5.2.
  - 5.5.2 The Dean or their designee shall review the results of the salary equity review and consider the findings in accordance with applicable legal standards. The Dean or their designee shall then make the final decision

on any necessary salary equity adjustments for Contract Faculty Members resulting from the salary equity review.

5.5.3 Each Contract Faculty Member receiving any salary equity adjustment under this Section 5 shall be informed of the amount of the adjustment.

## **6. Additional Compensation**

Contract Faculty Members may, at NYU's sole discretion, receive additional compensation not otherwise provided for in this Article.

## **ARTICLE 8 – CONTRACT FACULTY MEMBER REPRESENTATIVES**

1. Each academic year, the Union may nominate at least six (6) Contract Faculty Members to serve as Contract Faculty Member Representatives. Of those nominated, the Employer will appoint six (6) Contract Faculty Member Representatives to assist members of the bargaining unit with issues concerning administration of this Agreement. Contract Faculty Member Representatives will be required to attend meetings called by NYU's Assistant Vice President for Employee Relations or other designated Employer representative as necessary to review and discuss issues concerning administration of this Agreement. Contract Faculty Member Representatives may also call such a meeting. A Contract Faculty Member Representative shall receive one course release in the fall semester and one course release in the spring semester for serving as a Contract Faculty Member Representative. The determination of which course will be released shall require advance coordination with and approval from the Department Chair or equivalent, in order not to cause undue disruption to the academic program.
2. The following conditions apply to the nomination and appointment of a Contract Faculty Member Representative:
  - 2.1 The Contract Faculty Member Representative must be a member of the bargaining unit at the time of their Contract Faculty Member Representative appointment.
  - 2.2 In carrying out the duties of a Contract Faculty Member Representative, there can be no disruption or interference with the normal functioning of University classes and operations, including the job responsibilities of the Contract Faculty Member. This shall not restrict the Contract Faculty Member Representative's right to engage in protected concerted activity.
  - 2.3 For appointments each academic year, the Union must notify NYU's Office of Employee Relations of the identities of those nominated for appointment as Contract Faculty Member Representatives by the preceding July 1. Appointment letters will be issued by July 15.

- 2.4 The Union may nominate a substitute should a Contract Faculty Member Representative position become vacant.

## **ARTICLE 9 – DISCIPLINE AND DISCHARGE**

*This Article Will Replace the Disciplinary Procedures in the Faculty Handbook for Contract Faculty Members.*

1. The Employer may discharge or discipline a Contract Faculty Member during the term of their employment for just cause.
2. "Discipline" is defined as reprimand, removal of privileges, or suspension with loss of pay. Discipline does not include performance reviews, counselings, or trainings. "Discharge" is defined as the termination of the Contract Faculty Member's appointment with loss of pay, prior to the expiration of that appointment. Discharge does not include the non-reappointment of a Contract Faculty Member, non-promotion of a Contract Faculty Member, nor does it mean the failure to offer an appointment to a Contract Faculty Member.
3. Any discipline or discharge shall be accompanied by written notice to the Contract Faculty Member that includes a statement of the reason(s) for the discipline or discharge and that specifies the basis and reasoning by which the Employer has concluded that the Contract Faculty Member's words or conduct violated any rule, regulation, or policy of the University and/or the relevant school, college, or department. The Union shall be sent a copy of any written discipline or discharge notice at or about the time it is issued. Failure to send such copy to the Union shall not serve as the basis to challenge or void the discipline or discharge.
4. The Employer shall timely respond to Union requests for information regarding discipline or discharge imposed on a Contract Faculty Member, subject to any appropriate objections, and in accordance with the NLRA.
5. A Contract Faculty Member may be placed on paid administrative leave to permit the Employer to investigate alleged misconduct that may result in discipline or discharge. It will be the Employer's intention to complete the investigation in a timely manner. Being placed on paid administrative leave is not itself discipline or discharge. The Employer shall not arbitrarily and capriciously place the Contract Faculty Member on paid administrative leave.
6. A Contract Faculty Member shall be entitled, upon their request, to have a union representative present at an investigatory interview that may result in their discipline or discharge. If the requested union representative is not immediately available, the Contract Faculty Member may request that another union representative be present at the investigatory interview.

7. In the event that discipline or discharge is rescinded or reduced through the grievance process, the Contract Faculty Member's personnel file shall be updated accordingly.
8. As a general matter, the Employer does not publicly comment on matters of discipline or discharge, including for Contract Faculty Members.
9. For purposes of clarity, any officer of the University, any member of the faculty or staff, or any student may file a complaint against a member of the faculty for conduct prohibited by the rules and regulations of the University, or its schools, colleges, and departments.
10. In accordance with the University Bylaws, whether a Contract Faculty Member is discharged from an administrative position is at the sole discretion of the Employer and is not covered by this Article. For avoidance of doubt, any discipline or discharge as to the Contract Faculty Member's faculty position – including where it is related to conduct in their administrative position – must be for just cause as set forth in Paragraph 1.

#### **ARTICLE 10 – FACULTY HANDBOOK**

Any and all aspects of the NYU Faculty Handbook pertaining to Contract Faculty Members shall be updated in a timely manner to state which sections do not apply because they are covered by this Agreement.

#### **ARTICLE 11 – FAMILY CARE**

*Effective January 1, 2027, this Article will replace for Contract Faculty Members the University's Child Care Fund for Faculty Subsidy Program and the University's Child Care Fund for Faculty Assistance Program.*

1. The University will allocate \$1,000,000 for the calendar year beginning January 1, 2027 to provide a family care subsidy to Contract Faculty Members. It will increase the allocation to: \$1,025,000 for the year beginning January 1, 2028; \$1,050,000 for the year beginning January 1, 2029; and \$1,075,000 for the year beginning January 1, 2030.
2. The funds will be distributed, on a mutually agreed to basis, into dependent care flexible spending accounts established for eligible Contract Faculty Members. The allocations will be based primarily on need. Any money not allocated to Contract Faculty Member dependent care flexible spending accounts in a calendar year will be added to the money provided in the next calendar year.

## **ARTICLE 12 – GRIEVANCE AND ARBITRATION PROCEDURE**

*This Article Will Replace the Grievance Procedures in the Faculty Handbook for Contract Faculty Members.*

1. A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. This is the sole and exclusive procedure for the resolution of grievances under this Agreement.
2. An aggrieved Contract Faculty Member or the Union shall present a grievance within thirty (30) days of its occurrence or such grievance shall be deemed waived by the Contract Faculty Member and the Union. A Contract Faculty Member shall be accompanied by a union representative at each step of the grievance procedure.
3. The steps set forth below will be followed in the processing of grievances:

**Step 1.** The Contract Faculty Member and the Union shall discuss the grievance with the Contract Faculty Member's immediate supervisor. The Contract Faculty Member's immediate supervisor may request a representative from Human Resources to observe and/or discuss the grievance. If the grievance is not adjusted satisfactorily to the Contract Faculty Member within ten (10) days, the Union may appeal the grievance to Step 2.

**Step 2.** Grievances appealed to Step 2 shall be reduced to writing and sent to the Dean of the appropriate school or their designee, with a copy to the appropriate Department Chair or equivalent and NYU's Office of Employee Relations. The written grievance must set forth the basis of the grievance with reasonable particularity, including a designation of the Article of the Agreement relied upon and the remedy requested. The Dean or Dean's designee shall meet with the Contract Faculty Member and the Union within ten (10) days of the receipt of the written grievance. The Dean or Dean's designee shall respond to the Union in writing within ten (10) days, with a copy to the Office of Employee Relations.

**Step 3.** A grievance not settled in Step 2 may be appealed in writing to the Office of Employee Relations within fifteen (15) days of the Step 2 denial. The Office of Employee Relations shall meet with the Union to discuss the grievance within ten (10) days of the receipt of the written appeal. The Office of Employee Relations will render a decision within fifteen (15) days of receipt of the appeal.

4. All grievances, at the Union's option, may be initiated at Step 2. Grievances concerning the discharge of a Contract Faculty Member, and/or grievances pertaining to more than one Contract Faculty Member may be initiated by the Union at Step 3 of the grievance procedure. The Union also may request to the Office of Employee Relations that a grievance be initiated at Step 3 due to a conflict of interest with the Dean or Dean's designee hearing the grievance; the Union must set forth the basis of

the request with reasonable particularity, and the request shall not be unreasonably denied.

5. NYU may present a grievance initially at Step 3 by notice in writing addressed to the Union at its offices. The Union shall respond in writing to NYU's grievance within five (5) days.
6. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of the Agreement. Failure on the part of either party to answer a grievance at any step shall not be deemed acquiescence thereto, and the grieving party may proceed to the next step.

## **7. Arbitration**

- 7.1. If either party is not satisfied with the Step 3 response, the grievance may be taken to arbitration by NYU or the Union within thirty (30) days of the Step 3 response. The time within which a party may request arbitration is of the essence. A party shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to the other party. The selection of the Arbitrator shall be from panels submitted in accordance with the rules of the American Arbitration Association.
- 7.2. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in paragraph 1 above, and shall not have authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, NYU and the Contract Faculty Member. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.
- 7.3. The parties agree to make best efforts to schedule arbitration hearings, when feasible, within forty-five (45) business days after notice of arbitration is provided to the American Arbitration Association in Paragraph 7.1 above, and will work with the selected arbitrator to find mutually acceptable days and times for hearings.
- 7.4. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by NYU with respect to NYU's exercise of management or academic rights under Article 17 (Management and Academic Rights) of this Agreement.
- 7.5. The Arbitrator's award shall be made within thirty (30) days after the hearing closes, unless by mutual consent the time of the hearing and the decision are extended.

7.6. Arbitrations of grievances concerning reappointment under Article 4 (Appointment and Reappointment) and promotion under Article 25 (Promotion):

7.6.1. The Arbitrator has no authority to substitute their judgment for another body or responsible individuals in the area of professional evaluation for reappointment or promotion.

8. A Contract Faculty Member cannot grieve the failure to receive an appointment or reappointment to an administrative position, or discharge from an administrative position.
9. The time limits provided for in this Article shall not include Saturdays, Sundays and University Holidays. All time limits herein may be extended by mutual agreement.

### **ARTICLE 13 – HEALTH AND SAFETY**

1. NYU shall make reasonable attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties. NYU shall otherwise comply with University health and safety policies and procedures, including, but not limited to, NYU's Environmental Health and Safety Policy, as it may exist from time to time.
2. For avoidance of doubt, there will be no retaliatory disciplinary action (as discipline is defined in Article 9) against any Contract Faculty Member for the good faith reporting of any suspected violation of this Article, even if the reporting ultimately proves to be without merit. A Contract Faculty Member may be subject to disciplinary action if shown to have knowingly filed a false report.
3. Contract Faculty Members shall comply with all NYU directives, policies or procedures concerning workplace health and safety.
4. In order to proactively address emerging health threats in a higher education campus setting, NYU commits to comply with applicable vaccination requirements under law and University immunization policy for the health and safety of Contract Faculty Members.
5. At least two NYU representatives and two Union-designated representatives, at the request of either party, will meet at a mutually agreeable time and place, as frequently as every two months during each contract year, to discuss information requests and any other matters relating to health and safety (“UMC Health and Safety Committee”) including, but not limited to, environmental health and safety policies and procedures; occupational health policies and procedures; vaccination and immunization policies; ergonomic practices; workplace violence prevention policies and procedures; and/or applicable standards under the Occupational Safety and Health Act, the New York

Health and Essential Rights Act, or any other applicable local, state, and/or federal laws and regulations addressing employment health and safety.

#### **ARTICLE 14 – INDIVIDUAL WRITTEN AGREEMENTS**

1. Individual agreements between Contract Faculty Members and the Employer, attributable to the Contract Faculty Member's faculty position held and which are set forth in writing, that provide compensation, monetary benefits, or workload arrangements more favorable than those contained in this Agreement or not addressed by this Agreement, and satisfy the below criteria, shall be continued, unless discontinued or modified by other written agreements between the Employer and the Contract Faculty Member.
  - 1.1. Has been a consistent and ascertainable course of conduct;
  - 1.2. Has been engaged in for some reasonable length of time;
  - 1.3. Is one of which the Contract Faculty Member and Employer are aware;
  - 1.4. Does not diminish minimum standards established by this Agreement; and
  - 1.5. Is one which is in respect to a given set of specific circumstances and conditions.

#### **ARTICLE 15 – INTERNATIONAL CONTRACT FACULTY MEMBERS**

1. All Contract Faculty Members who are foreign nationals shall have access to NYU's Office of Global Services ("OGS"). Upon request, OGS will meet with the Contract Faculty Member to discuss their visa status and arrangement.
2. OGS shall continue to maintain on its website information regarding visas for which Contract Faculty Members and/or their dependents may be eligible. A link to the website shall be included in the letters referenced in Section 3 of Article 4 (Appointment and Reappointment).
3. In accordance with applicable University policy, the Employer may sponsor and support international Contract Faculty Members in securing an appropriate visa and permanent residence (a "green card") on a case by case basis.
4. If the Employer sponsors a Contract Faculty Member, the Employer shall cover all legally required costs, and identify for the Contract Faculty Member any costs for which they are responsible.

5. Where the Employer has agreed to sponsor a Contract Faculty Member for a visa in accordance with University policy, OGS shall meet with the Contract Faculty Member to discuss available options (e.g., E-3, H-1B, J-1, O-1, TN) given their individual circumstances to determine which visa status is most appropriate under all relevant circumstances. In such cases, OGS will initiate the process in a timely manner, and ensure deadlines are met to the best of its ability upon receipt of a completed application from the sponsoring NYU department, which shall be submitted in a timely manner, and Contract Faculty Member. The Union may raise concerns regarding OGS' timely processing of the application.
6. If the Employer is unable to lawfully employ a Contract Faculty Member because they cannot establish eligibility to continue to work in the United States, the Contract Faculty Member may request that the Employer hold their position open for at least one (1) semester to provide them with additional time to establish their eligibility. The Employer will consider the request in its discretion based on applicable law, the job responsibilities of the Contract Faculty Member, and other relevant considerations.
7. In cases where a Contract Faculty Member is unable to return to the United States as a result of immigration-related issues, the Contract Faculty Member should contact the Human Resources Officer of their school/college or equivalent to discuss what options may be available to them, including making a request for an unpaid leave of absence pursuant to Section 8 of Article 16 (Leaves of Absence & Workload Relief). The Employer will consider such request in accordance with the terms of the aforementioned section. The Employer shall notify the Union of the Contract Faculty Member's outreach to their Human Resources Officer within three (3) business days of the Contract Faculty Member having contacted their Human Resources Officer.
8. As the above-described processes can depend upon factors outside of the Employer's control, determinations made by the Employer in connection with sections 3, 5, and 6 of this Article are not subject to the grievance or arbitration provisions of this Agreement.
9. Effective the first academic year following ratification, the Employer shall establish an annual International Contract Faculty Member Fund for each academic year through the duration of this Agreement in the amount of \$200,000 per academic year. Unexpended funds may be rolled over to the next academic year, but the total rollover allowed in any academic year cannot exceed 100% of the fund amount of the prior academic year.

Contract Faculty Members who are resident or non-resident aliens for tax purposes may apply for reimbursement from the fund of any out-of-pocket tax-related, legal, and/or administrative expenses related to visa processing, status adjustment, and/or naturalization for the Contract Faculty Member and their spouse and/or their children under 21, that are qualifying dependents on the basis of the Contract Faculty Member's NYU-based employment. A Contract Faculty Member may be reimbursed once per academic year. Distribution of any funds shall be made in accordance with

procedures, policies and requirements established by the Union, subject to approval by the Employer.

10. Upon the Union's request, two Union representatives and two Employer representatives will meet up to three (3) times in the calendar year to discuss general topics regarding international faculty ("UMC International Contract Faculty Matters Committee"). Upon the Union's request and with appropriate notice, a representative from OGS shall attend the meetings and discuss agenda items. The parties may add additional meetings by mutual agreement.

11. This Article is subject to compliance with all applicable laws and the terms of this Agreement.

## **ARTICLE 16 – LEAVES OF ABSENCE & WORKLOAD RELIEF**

*This Article will replace for Contract Faculty Members the "Leave of Absence (Paid and Unpaid) and Workload Relief Policy" section under the NYU Faculty Handbook.*

### **1. Leaves of Absence**

1.1. Contract Faculty Members shall be eligible for the following leaves of absence in accordance with applicable law and the terms and conditions of this Article:<sup>17</sup>

- 1.1.1. Bereavement Leave
- 1.1.2. Childbirth Leave
- 1.1.3. Family and Medical Leave Act (FMLA)
- 1.1.4. Illness or Disability Leave
- 1.1.5. Jury Duty Leave
- 1.1.6. Leave without Pay for Professional Activities
- 1.1.7. Personal Leave
- 1.1.8. Prenatal Leave
- 1.1.9. Sick and Safe Leave

### **2. Bereavement Leave**

2.1. A Contract Faculty Member may take up to five (5) consecutive work days of paid bereavement leave for the death of their spouse or domestic partner, child (biological, adopted, foster child, step child, legal ward, child of a Contract Faculty Member standing in place of a parent), sibling (including a half, adopted or step sibling), parent (including step-parent or guardian), grandparent, child or parent of a Contract Faculty Member's spouse or domestic partner, or grandchild. A Contract Faculty Member must commence such leave within two (2) weeks from

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<sup>17</sup> The Employer has sole discretion to select any vendors for its leave management and may change vendors or elect to self-administer such leaves at any time, without negotiation with the Union. The Employer shall notify the Union prior to the change becoming effective.

the date of death. A Contract Faculty Member also may take one (1) work day of paid bereavement leave to attend the funeral of a relative other than those listed above. Proof of death may be required for bereavement leave.

2.2. Upon the death of a relative defined in Paragraph 2.1, which requires a Contract Faculty Member to travel more than one hundred fifty (150) miles from New York City, the Contract Faculty Member may make a request to their Department Chair or equivalent for an additional leave, without pay, for up to three (3) days. Such request shall not be unreasonably denied. The unpaid leave must be continuous with the paid bereavement leave provided in Paragraph 2.1. Documentation may be required.

### 2.3. Reproductive Loss

2.3.1. A Contract Faculty member may take up to five (5) consecutive work days of paid leave in the event of a pregnancy loss, stillbirth, failed adoption, or failed surrogacy, applicable to the Contract Faculty Member or their spouse/domestic partner. A Contract Faculty Member must commence such leave within two (2) weeks from the date of the reproductive loss event.

2.4. A Contract Faculty Member shall provide notice to their Department Chair or equivalent and/or the Human Resources/Faculty Affairs Office in their school/college or equivalent of the need for leave under this section as soon as practicable under the circumstances. Unless otherwise indicated by the Human Resources/Faculty Affairs Office, a Contract Faculty Member can confirm that they used leave by logging into the University's time and absence recording system and selecting the reason for such use.

## 3. Childbirth Leave

3.1. A Contract Faculty Member is entitled to an aggregate of six (6) consecutive weeks of paid leave directly preceding and following the date of birthing a child ("childbirth leave"). No certification by a doctor will be required for childbirth leave unless the request for leave extends beyond six (6) weeks. If the leave extends beyond six (6) weeks, the Contract Faculty Member may be eligible for illness/disability leave in Paragraph 5.1.

3.2. Where practicable, Contract Faculty Members shall provide advance notice to their Department Chair or equivalent and the Human Resources/Faculty Affairs Office in their school/college or equivalent of the need for childbirth leave, so that appropriate arrangements can be made in their absence.

#### **4. FMLA**

- 4.1. Contract Faculty Members are entitled to all provisions of the FMLA that are not specifically provided for herein.
- 4.2. FMLA leave shall run concurrently with other leaves of absence, as applicable.
- 4.3. Contract Faculty Members shall contact the Human Resources/Faculty Affairs Office in their school/college or equivalent for the applicable notice and other requirements to take FMLA leave.

#### **5. Illness or Disability Leave**

- 5.1. The salary of a Contract Faculty Member may be continued for up to six (6) months for absence caused by illness or disability, subject to Section 5.2 below, and approval of the Dean or equivalent and the Office of the Provost. Requests for such leave shall not be unreasonably denied.
- 5.2. A physician's statement certifying that the Contract Faculty Member is unable to work because of illness or disability and the date on which it is anticipated that the Contract Faculty Member can return to work may be required. The Employer may require that the Contract Faculty Member be examined by a physician designated by the Employer at no cost to the Contract Faculty Member if the Employer has reasonable cause to believe that the physician's statement submitted by the Contract Faculty Member is not credible.
- 5.3. A Contract Faculty Member who is totally disabled for more than six (6) consecutive calendar months may claim benefits under New York University's long-term disability insurance, as defined in Article 6 (Benefits).
- 5.4. Legally, an absence caused by inability to work because of pregnancy, childbirth, or related medical conditions must be treated at least as favorably as an absence caused by illness or disability for all employment-related purposes.

#### **6. Jury Duty Leave**

- 6.1. Contract Faculty Members shall be entitled to paid leave due to service on jury duty. On days when a Contract Faculty Member is not required to be in court, they are expected to report to work.
- 6.2. The Contract Faculty Member shall provide their Department Chair or equivalent with notice of their need to attend jury duty as soon as practicable, so that the appropriate arrangements can be made in their absence. The Contract Faculty Member also shall provide the Human Resources/Faculty Affairs Office in their school/college or equivalent with a copy of their notice, summons, or subpoena to appear for jury duty.

- 6.3. To the extent permitted by law, Contract Faculty Members shall request a postponement of jury service if requested to do so by the Employer.
- 6.4. When leave is taken, the Contract Faculty Member shall provide the Human Resources/Faculty Affairs Office in their school/college or equivalent with proof of their attendance at jury duty. Unless otherwise indicated by the Human Resources Office/Faculty Affairs Office, a Contract Faculty Member can confirm that they were out on jury duty by logging into the University's time and absence recording system and selecting the reason for such use.

## **7. Leave without Pay for Professional Activities**

- 7.1. Leave without pay may be granted to enable a Contract Faculty Member to pursue professional activities that are judged to be appropriate for the Contract Faculty Member and the Employer. Typically, leave without pay is granted to permit a Contract Faculty Member to:
  - 7.1.1. Accept temporary full-time assignment in public service.
  - 7.1.2. Engage temporarily in full-time outside professional activities, such as but not limited to a fellowship or research award requiring residency elsewhere, a visiting appointment to conduct research at another university, a start-up company, or an artistic activity.
  - 7.1.3. Accept a visiting appointment at another university pending that university's review for tenure<sup>18</sup>; in such cases, leave without pay is for one semester only.
  - 7.1.4. Permit a recurring split appointment with another university, under an NYU approved written agreement; typically, leave without pay is for every other semester.
- 7.2. The Dean or equivalent may approve leave without pay for professional activities for up to one year except as otherwise provided herein. Leave without pay for professional activities for more than one year requires approval by the Office of the Provost and will be made on an exceptional basis (typically to permit public service in the national interest). Requests for leave without pay for professional activities shall not be unreasonably denied.
- 7.3. Contract Faculty Members shall provide advance notice to the Dean or equivalent (or their designee) of their request to take leave without pay for professional activities, so that, where approved, appropriate arrangements can be made in their absence.

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<sup>18</sup> For avoidance of doubt, a leave of absence may not be granted to a Contract Faculty Member who has accepted a tenured appointment elsewhere.

- 7.4. The leave application form can be found on the webpage of the Office of Academic Appointments.
- 7.5. At the end of any leave without pay for professional activities, the Contract Faculty Member will either return to full-time status at NYU for no less than one year, or will resign their NYU faculty position.

## **8. Personal Leave**

- 8.1. Personal leave without pay may be granted at the discretion of the Dean or equivalent for a variety of reasons, including those cited below.
  - 8.1.1. Contract Faculty Members may be granted one or more full semesters of leave without pay for compelling personal reasons, such as illness, disability, or care of a seriously ill child, parent, spouse, or registered domestic partner.
- 8.2. The Dean or equivalent shall not unreasonably deny a Contract Faculty Member's request for personal leave.
- 8.3. Personal leave may only be granted under this section if and when the Contract Faculty Member has exhausted all other forms of applicable leave for which they are eligible.

## **9. Prenatal Leave**

- 9.1. Contract Faculty Members shall receive prenatal leave in accordance with Section 196-b of the New York Labor Law.
- 9.2. A Contract Faculty Member shall contact NYU PeopleLink to activate the prenatal leave with their first request for leave. Upon activation, the Contract Faculty Member can use the available leave by logging into the University's time and absence recording system and selecting the reason for such use.
- 9.3. Requests for prenatal leave shall be made as soon as practicable. The Contract Faculty Member does not need to provide any details regarding their need for prenatal leave beyond requesting such leave.

## **10. Sick and Safe Leave**

- 10.1. Contract Faculty Members may use up to eight (8) days of paid sick and safe leave (collectively, "sick leave") in an academic year. Sick leave may be used for any of the purposes set forth in the New York City Earned Safe and Sick Time Act (Local Law 46 of 2013, as amended) and the New York State Paid Sick Leave Law (Section 196-b of the New York Labor Law). Sick leave shall run

concurrently with illness/disability leave in Paragraph 5.1 or other applicable leave for which the Contract Faculty Member may be eligible.

- 10.2. Contract Faculty Members shall be eligible to take up to eight (8) additional days of sick leave for the specific purpose of caring for a spouse or domestic partner, child, or parent with a serious medical condition. Relevant documentation may be required.
- 10.3. In the case of needing to take sick leave, the Contract Faculty Member shall notify the Human Resources/Faculty Affairs Office of their school/college or equivalent and the Department Chair or equivalent as soon as reasonably possible. Unless otherwise indicated by the Human Resources/Faculty Affairs Office, the Contract Faculty Member can confirm that they used sick leave by logging into the University's time and absence recording system and selecting the reason for such use.
- 10.4. A Contract Faculty Member may make up a class at a later date in lieu of using a day of sick leave.
- 10.5. In light of the terms herein, the provisions of the New York City Earned Safe and Sick Time Act (Local Law 46 of 2013, as amended) and the New York State Paid Sick Leave Law (Section 196-b of the New York Labor Law) are waived. It is specifically acknowledged that terms herein are comparable to, and therefore in lieu of, paid sick leave and prenatal leave provided under Section 196-b of the New York Labor Law.

## **11. Workload Relief**

- 11.1. In order to provide relief to Contract Faculty Members faced with the additional demands of being a caregiver to a newborn child, newly adopted child, new foster care or guardianship placement, or newly-established legal custodial care, Contract Faculty Members shall be eligible for workload relief in accordance with the terms and conditions of this Article.
- 11.2. Workload relief grants one semester of relief from classroom teaching and committee service or two semesters of half relief from such duties, based on the Contract Faculty Member's standard workload, at full salary. Contract Faculty Members should not be expected to "make up" duties in advance of or following the workload relief (for example, to teach extra courses in advance of or after the workload relief period). While on workload relief, Contract Faculty Members are expected to make themselves available to the extent reasonable and practicable for their customary responsibilities of research/scholarship or creative or professional activity (if applicable), student consultation, and advising.

- 11.3. To qualify for workload relief, the Contract Faculty Member must be a parent responsible for the care of a newborn child, newly adopted child, new foster care or guardianship placement, or newly-established legal custodial care.
- 11.4. A Contract Faculty Member's workload relief shall not be diminished or reduced by the fact that their spouse or domestic partner is also an NYU employee.
- 11.5. In the case of a birth parent, workload relief will follow any childbirth leave taken in Section 3. Workload relief will normally occur in the semester in which the adoption, foster care or guardianship takes place. If these events occur between semesters when classes are not in session, the first semester of the workload relief typically will be the following semester. When a spouse or domestic partner is also an NYU employee eligible for workload relief, workload relief may be taken consecutively.
- 11.6. A Contract Faculty Member wishing to utilize workload relief should inform their Department Chair or equivalent by filling out a workload relief form, certifying that they are the qualifying caregiver and stating their intentions to take one (1) full semester or two (2) half semesters of relief. In the case of childbirth, the Contract Faculty Member shall, wherever possible, provide such notice at least five (5) months before the start of the first semester of relief, and in the case of adoption, foster care or guardianship, the Contract Faculty Member shall provide such notice as early as otherwise possible.
- 11.6.1. The application form for workload relief can be found on the webpage of the Office of Academic Appointments. The form shall be submitted to the Human Resources/Faculty Affairs Office in the school/college or equivalent of the Contract Faculty Member.
- 11.6.2. Details of the workload relief arrangement must be decided in consultation with the Department Chair or equivalent or, in schools/colleges without departmental organization, with the Dean or equivalent (or their designee).
- 11.6.3. Workload relief must be approved by the Department Chair or equivalent, the Dean or equivalent, and the Office of Academic Appointments.

## **12. Benefits During Leave of Absence or Workload Relief**

- 12.1. When on a paid leave of absence or workload relief under this Article, the Contract Faculty Member shall continue to be eligible for applicable benefits on the same terms and conditions as would otherwise apply had they been working full-time during that time.
- 12.2. When on an unpaid leave of absence under this Article, the Contract Faculty Member shall continue to be eligible for applicable benefits subject to or in

accordance with the terms and conditions of the relevant plan document. The Contract Faculty Member is responsible to pay their share of the billed premium for the entire period of leave.

### **13. Coverage during Leaves of Absence and Workload Relief**

13.1. The Employer shall be responsible for providing coverage for a Contract Faculty Member's courses and other duties during a leave of absence or workload relief.

### **14. Return from Leave of Absence or Workload Relief**

14.1. During their leave of absence or workload relief under this Article through their return to work, the Contract Faculty Member shall retain their faculty title and rank. Upon return from a leave of absence or workload relief under this Article, the base salary of the Contract Faculty Member's faculty position will be the base salary at the time of leave plus any applicable annual increase(s) under Article 7 (Compensation). Additionally, upon return from their leave of absence or workload relief, the Contract Faculty Member shall retain their seniority, as defined in this Agreement.

### **15. Extension of Appointment or Reappointment Term or Promotion Eligibility Timeline Due to Leave of Absence or Workload Relief**

15.1. A Contract Faculty Member may request under this Article that the Dean or equivalent extend the appointment or reappointment term of their faculty position and/or the promotion eligibility timeline due to a personal leave of absence, illness/disability leave, or workload relief, up to the length of the period of absence. Such request shall not be unreasonably denied.

### **16. Other Leaves of Absence or Workload Relief**

16.1. The Employer shall comply with any other federal, state, or local law requiring a leave of absence for eligible Contract Faculty Members that is not otherwise addressed in this Article.

16.2. Nothing in this Article requires or restricts a school, college, or department from offering a leave of absence or workload relief to a Contract Faculty Member in excess of the terms and conditions of this Article.

## **ARTICLE 17 – MANAGEMENT AND ACADEMIC RIGHTS**

1. Management of New York University is vested exclusively in New York University.
2. Except as otherwise provided in this Agreement, the Union agrees that New York University has the right:

- to establish, plan, direct and control the University's missions, programs, objectives, activities, financial affairs, resources, and priorities;
- to establish, plan, direct and control the organization and structure of New York University, including its colleges, schools, institutes, centers, campuses, divisions, departments, and other units;
- to establish, plan, direct and control the organization and structure of University governance, and college, school, and department governance;
- to establish, adopt, modify, rescind, enforce, and administer policies, procedures, rules and regulations, and direct and control University operations;
- to obtain, maintain, and administer external grants and contracts from the government, non-profit or private entities, including all matters relating to application, selection, funding, Principal Investigator/Project Director status, administration, usage, accountability, and termination;
- to alter, extend or discontinue existing equipment, facilities, and location of operations;
- to alter, extend or discontinue its academic programs, partially or completely;
- to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Contract Faculty Members;
- to establish, maintain, modify or enforce standards of performance, conduct, order and safety;
- to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which Contract Faculty Members' performance is evaluated;
- to establish and require Contract Faculty Members to observe University policies, rules, and regulations;
- to discipline or discharge Contract Faculty Members; to layoff or eliminate positions;
- to establish or modify the academic calendars, including holidays and holiday scheduling;
- to assign work locations; to schedule hours of work;
- to recruit, hire or transfer;

- to determine how and when and by whom instruction is delivered;
  - to determine in its sole discretion all matters relating to faculty hiring, appointment, reappointment, promotion, tenure, job titles and ranks, administrative positions, and student admissions and enrollment;
  - to determine in its sole discretion all matters relating to conversion of any contract faculty positions to tenure/tenure track positions in accordance with the NYU Faculty Handbook;
  - to introduce new (or otherwise change existing) methods of instruction;
  - to subcontract all or any portion of any operations; and
  - to exercise sole authority on all decisions involving academic matters.
3. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of New York University.
  4. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by New York University.
  5. No action taken by New York University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this agreement.

#### **ARTICLE 18 – NO STRIKE, NO LOCKOUT**

1. The Union agrees that it will not nor will it permit any Contract Faculty Member to call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work. Any Contract Faculty Member engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge.
2. In the event that any Contract Faculty Members violate the provisions of the foregoing paragraph hereof, the Union shall immediately use every means at its disposal to get Contract Faculty Members who participate or engage in any such action to return to work, including the distribution to the Contract Faculty Members and the University, within twenty-four (24) hours of notice of a violation of this Article by the University to any Union officer or to the Union offices, of a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately.

3. The University agrees that it shall not lock out any Contract Faculty Members.
4. Nothing in this Agreement constitutes a waiver of the University's right to legal and/or equitable relief in a court of competent jurisdiction in the event of violation of this Article, provided that under no circumstances will the University seek or accept monetary damages of any kind.

## **ARTICLE 19 – NOTICES**

All correspondence, legal process and/or notices provided for by this Agreement may be delivered by personal delivery, regular, certified or express mail, or private courier:

To the Union:

CFU-UAW  
350 West 31st, 7th Floor  
New York, NY 10001  
cfu.uaw@gmail.com

To the Employer:

New York University  
Office of General Counsel  
Elmer Holmes Bobst Library  
70 Washington Square South  
New York, NY 10012  
olr@nyu.edu

Unless otherwise provided by law, correspondence and notices may be sent by electronic mail. Any change to the contact information above shall be provided to the other party by its effective date, and the other party shall use the new contact information as of the effective date.

## **ARTICLE 20 – PAID PROFESSIONAL DEVELOPMENT LEAVE**

### **1. Preamble**

- 1.1. The parties understand and acknowledge that the paid professional development leave provided herein for Contract Faculty Members (hereinafter, "Paid Professional Development Leave") is a new leave opportunity and the application process will begin the first academic year after ratification of the Agreement.

### **2. Purpose of Leave**

- 2.1. The purpose of Paid Professional Development Leave is for an approved Contract Faculty Member to pursue:

- 2.1.1. pedagogical, curricular, and/or service projects that relate to or further support their job responsibilities, or
- 2.1.2. research/scholarship, creative activity, and/or professional activity where such is part of their job responsibilities or otherwise would enhance the performance of their job responsibilities.
- 2.2. Paid Professional Development Leave is intended to undertake activities that also benefit the University, including its schools, colleges, departments, programs, and student community.
- 2.3. Paid Professional Development Leave will not be granted for the purpose of taking regular academic or other employment of pecuniary advantage at NYU or elsewhere. Doing so will constitute grounds for NYU to stop payment of the leave.

### **3. Eligibility Requirements for Leave**

- 3.1. Contract Faculty Members who have completed at least six (6) consecutive years of employment as a full-time continuing contract faculty member<sup>19</sup> at NYU shall be eligible to apply for one Paid Professional Development Leave.
  - 3.1.1. A Contract Faculty Member who receives Paid Professional Development Leave shall be eligible to apply for another Paid Professional Development Leave after six (6) subsequent consecutive years of employment as a full-time continuing contract faculty member at NYU.
- 3.2. Contract Faculty Members shall have satisfactory performance to be eligible for Paid Professional Development Leave.
- 3.3. Paid Professional Development Leave shall meet the objectives of the leave as set forth in this Article.
- 3.4. Contract Faculty Members who are eligible for sabbaticals at the Gallatin School of Individualized Study or the Tisch School of the Arts are ineligible for Paid Professional Development Leave.

### **4. Terms and Conditions for Leave**

- 4.1. The Employer shall grant Paid Professional Development Leave, provided that a Contract Faculty Member satisfies the terms and conditions of this Article and subject to Paragraph 4.3 below.

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<sup>19</sup> For purposes of meeting the eligibility requirements in this Article, NYU will count any period of employment during which a Contract Faculty Member was previously excluded from the bargaining unit under Article 1 (Recognition) I(A)(2)-(3) of the Agreement.

- 4.2. Paid Professional Development Leave shall be for a single semester (fall or spring for Contract Faculty Members on 9-month faculty appointments and fall, spring, or summer for Contract Faculty Members on 12-month faculty appointments) at full base pay for their faculty position.
  - 4.2.1. Where a grant directly pays for a Contract Faculty Member's base salary, NYU will pay the difference, if any, up to 100% of the Contract Faculty Member's base pay while on Paid Professional Development Leave.
- 4.3. Up to fifteen (15) Paid Professional Development Leaves will be granted to Contract Faculty Members each academic year, provided that the Contract Faculty Members satisfy the terms and conditions in this Article.
  - 4.3.1. If more than fifteen (15) Contract Faculty Members apply and satisfy the terms and conditions in this Article, the fifteen (15) Paid Professional Development Leaves will be granted to those that have not previously taken a Paid Professional Development Leave and then based on seniority.
- 4.4. Paid Professional Development Leave constitutes a leave from the Contract Faculty Member's employment with NYU. Accordingly, the Contract Faculty Member is relieved of performing all of their job responsibilities, including teaching, service, and any other job responsibilities, for the duration of the Paid Professional Development Leave. NYU shall be responsible for providing coverage for a Contract Faculty Member's courses and other duties during the leave.
- 4.5. When on Paid Professional Development Leave, the Contract Faculty Member shall continue to be eligible for applicable benefits on the same terms and conditions as would otherwise apply had they been performing their standard workload during that time.
- 4.6. Paid Professional Development Leaves are granted on the assumption that colleagues and students will benefit from the project completed by the Contract Faculty Member. Accordingly, Contract Faculty Members who are granted Paid Professional Development Leave must return for at least one (1) full semester following their leave, with the exception of a Contract Faculty Member who retires at the end of the Paid Professional Development Leave. Upon return from a Paid Professional Development Leave, the base salary of the Contract Faculty Member's faculty position will be the base salary at the time of leave plus any applicable annual increase(s) under Article 7 (Compensation).
- 4.7. Contract Faculty Members returning from Paid Professional Development Leave shall submit a report to their Dean or equivalent, with copy to their Department Chair or equivalent, summarizing their activities and indicating the extent to which the purposes of the Paid Professional Development Leave described in

the proposal were achieved, in the first month of the semester they return from leave (for example, in the following September for a Paid Professional Development Leave in the previous spring semester). Failure to submit this report and/or failure to complete the scope of work for the Paid Professional Development Leave will be taken into consideration for purposes of performance and any future Paid Professional Development Leave applications.

## **5. Application Process and Timeline**

- 5.1. Eligible Contract Faculty Members who seek to apply for a Paid Professional Development Leave must inform their Department Chair or equivalent in writing by October 15 in the academic year before a Paid Professional Development Leave is sought.
- 5.2. Eligible Contract Faculty Members must apply for Paid Professional Development Leave to the Office of Academic Appointments by November 15 in the academic year before the proposed Paid Professional Development Leave and include the following materials:
  - 5.2.1. Completed Paid Professional Development Leave Application Form;
  - 5.2.2. A proposal of work that includes:
    - 5.2.2.1. a detailed explanation of the goals and purposes of the project and how they relate to the stated purpose of a Paid Professional Development Leave;
    - 5.2.2.2. a proposed timeline;
    - 5.2.2.3. a description of work that has already been completed on the project (if applicable); and
    - 5.2.2.4. an explanation of collaboration of work on the project (if applicable);
  - 5.2.3. If an external grant has been awarded in support of the project, a copy of the grant award letter, the proposal, and the approved budget; and
  - 5.2.4. the Contract Faculty Member's current CV.
- 5.3. Applications for Paid Professional Development Leaves will be evaluated by NYU based on eligibility of the Contract Faculty Member and on the feasibility of the proposed project or activities.
- 5.4. Paid Professional Development Leave must be approved both by the Department Chair or equivalent and by the Dean or equivalent. Approval for Paid

Professional Development Leave will require advance coordination with staffing needs of the department or equivalent in order to minimize undue disruption to the department or equivalent.

- 5.5. Paid Professional Development Leave shall be taken by the successful applicants in the academic year following the approval of their application.

## **6. Other Leaves**

- 6.1. For avoidance of doubt, nothing herein prohibits schools or colleges from offering other paid professional development opportunities to their Contract Faculty Members. A Contract Faculty Member, however, may not take a professional development leave that comes with full or partial pay and/or course release(s) more frequently than once every six years.
- 6.2. For avoidance of doubt, the School of Professional Studies will continue to offer special academic leave to Contract Faculty Members in accordance with the terms and conditions set forth by the school; the Steinhardt School of Culture, Education, and Human Development will continue to offer the continuing contract faculty fellowship to Contract Faculty Members in accordance with the terms and conditions set forth by the school; the Liberal Studies program will continue to offer the Distinguished Scholarship and Creative Production Award to Contract Faculty Members in accordance with the terms and conditions set forth by the program; and the Tandon School of Engineering will continue to offer research leaves to Contract Faculty Members in the Integrated Design & Media Program in accordance with the terms and conditions set forth by the school and department.
- 6.3. For avoidance of doubt, the Gallatin School of Individualized Study and Tisch School of the Arts will continue to offer sabbaticals to Contract Faculty Members in accordance with the terms and conditions set forth by their respective school.

## **ARTICLE 21 – PERFORMANCE EVALUATION**

### **1. Preamble**

- 1.1 Schools and colleges or equivalent shall conduct performance evaluations of all Contract Faculty Members on an annual basis to ensure effectiveness of teaching and other required job responsibilities, support professional development, and inform decisions regarding a Contract Faculty Member's appointment, reappointment, and promotion (hereinafter, "performance evaluation").
- 1.2 Annual performance evaluations may be conducted by a school or college on a calendar or academic year basis. Nothing in this Article shall restrict schools and

colleges from providing feedback to a Contract Faculty Member regarding their performance during their appointment.

## **2. Performance Evaluation Criteria<sup>20</sup>**

2.1 The criteria for performance evaluation of Contract Faculty Members shall include assessment of teaching, service, and any other required job responsibilities as defined in Article 36 (Workload & Responsibilities) and the Contract Faculty Member's terms of appointment, as well as professional conduct, including compliance with applicable rules, regulations, policies and, as applicable, licensing requirements.

### **2.2 Teaching Evaluation Criteria**

2.2.1 Contract Faculty Members shall fulfill the teaching responsibilities set forth in Paragraph 5 of Article 36 (Workload & Responsibilities).

2.2.2 The criteria for teaching performance includes evidence of effectiveness in teaching.

2.2.2.1 As appropriate to the field, evidence of effectiveness in teaching may include innovation in the area of instruction; commitment to pedagogical development through successful completion or certification in pedagogical training, workshops or other activities relevant to enhancing the ability to teach; student feedback and assessments; development of new courses or syllabi or revision of curricular materials to reflect the state-of-the art in the Contract Faculty Member's field; and receipt of teaching awards. Evidence of effectiveness in teaching also includes evidence of responsibility and high quality in advising and mentoring.

2.2.2.2 Where relevant, criteria for teaching performance may also include adoption and/or incorporation of technology-enhanced education; support for student invention or entrepreneurship; and/or achievement or reputation (national or international) as an educator.

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<sup>20</sup> For Contract Faculty Members in the Division of Libraries, criteria for performance evaluation includes effectively performing their core duties as a librarian, particularly in areas of instruction, reference, programming, design of spaces, collections building and maintenance, and other avenues that contribute to the educational and research mission of the University; and effectiveness of service.

### **2.3 Service Evaluation Criteria**

2.3.1 Contract Faculty Members shall fulfill the departmental, school/college, and/or University service responsibilities set forth in Paragraph 6 of Article 36 (Workload & Responsibilities), as applicable.

2.3.2 Criteria for evaluating performance in service includes evidence of effective contributions to the evolving mission and activities of the department, school/college, and/or University.

### **2.4 Research/Scholarship or Creative or Professional Activity Criteria (if and as applicable)**

2.4.1 Contract Faculty Members whose standard workload includes research/scholarship or creative or professional activity shall fulfill the applicable responsibilities set forth in Paragraph 2 of Article 36 (Workload & Responsibilities).

2.4.2 Criteria for assessing performance in research/scholarship or creative or professional activity includes the quantity and quality of research/scholarship and/or creative activity and/or professional work.

2.4.3 Where relevant, criteria for assessing performance in research/scholarship or creative or professional activity may also include practice and/or leadership in the field, and having achieved a reputation (national or international) in a focused area of work.

## **3. Performance Evaluation Materials**

3.1 The materials for performance evaluation shall include the Contract Faculty Member's annual Faculty Activity Report (FAR). Teaching observations, student course assessments, and/or other relevant materials also may be required at the discretion of the Dean or equivalent, provided the Contract Faculty Member has been informed of the underlying information.

### **3.2 FAR**

3.2.1 All Contract Faculty Members shall complete their school/college or equivalent's FAR, submitted via Interfolio Faculty Activity Reporting (F180) or an equivalent platform. Schools and colleges will send instructions to Contract Faculty Members of the date by which to complete their FAR.

3.2.2 Contract Faculty Members shall be provided at least thirty (30) days to complete their FAR.

3.2.3 In completing their FAR, the Contract Faculty Member shall address their performance in teaching, service, and any other job responsibilities as defined in Article 36 (Workload & Responsibilities) and their terms of appointment.

### 3.3 Teaching Observations

3.3.1 Teaching observations may be conducted as an evaluative tool of the Contract Faculty Member's teaching, consistent with school/college or equivalent process.

3.3.2 The Department Chair or equivalent (or their designee) may designate an observer of the Contract Faculty Member's teaching. The designated observer may be another Contract Faculty Member.

3.3.3 Any teaching observations shall be scheduled with at least seven days' advance notice to the Contract Faculty Member.

3.3.4 A Contract Faculty Member may request a second observation by another observer. Such request shall be granted, schedule permitting.

3.3.5 The designated observer shall prepare a written summary of the observation based on their expertise in teaching consistent with the academic and pedagogical standards of the respective school, college, division, department, or program. The written summary shall be shared with the Contract Faculty Member, who may provide written comments in response. The written summary, together with any written comments from the Contract Faculty Member, shall be filed with the Department Chair or equivalent (or their designee).

### 3.4 Student Course Assessments

3.4.1 Student course assessments are for the purpose of improving the performance of the Contract Faculty Member by providing them with student feedback on the course.

3.4.2 Student course assessments may be among the criteria used to evaluate teaching performance, but shall not be the sole criterion.

3.4.3 Student course assessments shall be reviewed holistically and evaluators shall generally look for trends, recurring comments whether positive or negative.

3.4.4 Inappropriate comments in student course assessments (e.g., about the Contract Faculty Member's appearance, mannerisms, wardrobe, or comments characterized by clear bias against the Contract Faculty

Member based on their race/gender/ethnicity/religion or other aspect of their identity) shall be set aside.

### 3.5 Other Relevant Materials, If and As Applicable

3.5.1 Examples of additional materials that may also be considered to assess teaching performance include course materials (e.g., syllabi, lecture notes, assignments); samples of student work for the course; evidence of continuing impact upon students; examples of learning beyond the classroom; publications regarding pedagogy; and other relevant materials.

3.5.2 Where relevant, examples of additional materials that may also be considered when assessing research/scholarship, creative, or professional activity include, as applicable, publications, successful grant applications to support individual work, documentation of professional presentations, exhibitions, screenings, performance, creative works, and other relevant materials.

## 4. Annual Performance Evaluation Process

4.1 The Department Chair or equivalent shall review the pertinent materials in Section 3 to conduct the annual performance evaluation of the Contract Faculty Member. The Department Chair or equivalent shall make an assessment of the performance of the Contract Faculty Member based on the criteria in Section 2 and communicate that assessment to the Dean or equivalent (or their designee). The Dean or equivalent (or their designee) shall make the decision on whether the Contract Faculty Member has satisfied the performance criteria in Section 2. The annual performance evaluation will be considered at the time of review for reappointment and promotion, provided that any annual performance evaluation which was not communicated to the Contract Faculty Member may not be used in determining non-reappointment or non-promotion.

4.2 In the case where the Contract Faculty Member does not satisfy the performance criteria in Section 2, the Department Chair or equivalent shall meet with the Contract Faculty Member either in person or virtually, and shall provide feedback on the Contract Faculty Member's annual performance evaluation and any areas for improvement, which may include a performance improvement plan. The Department Chair or equivalent may otherwise meet with the Contract Faculty Member either in person or virtually, and may provide feedback on the Contract Faculty Member's annual performance evaluation and any areas for improvement.

4.3 If the Department Chair's or equivalent's annual performance evaluation of the Contract Faculty Member is communicated to the Contract Faculty Member in

writing, the Contract Faculty Member shall have the opportunity to submit a written response thereto.

4.4 Contract Faculty Members may appeal the annual performance evaluation as follows:

4.4.1 The Contract Faculty Member shall provide written notification to the Dean or equivalent (or their designee). The written notification should include whatever information the Contract Faculty Member deems necessary to support their case and should be accompanied by relevant supporting documentation.

4.4.2 The Dean or equivalent (or their designee) shall confirm receipt of the appeal. The Dean or equivalent (or their designee) shall review the relevant materials, consult with the Department Chair or equivalent, and make independent inquiries as needed.

4.4.3 If the Dean or equivalent (or their designee) determines that the Contract Faculty Member has been incorrectly evaluated, the Dean or equivalent (or their designee) shall revise the Contract Faculty Member's annual performance evaluation accordingly.

4.4.4 The Dean or equivalent (or their designee) shall notify the Contract Faculty Member in a timely manner of their decision in writing, citing the basis of their decision with reasonable particularity, with a copy to the Department Chair or equivalent. The Contract Faculty Member shall have the opportunity to submit a written response thereto.

4.4.5 Failure on the part of the Dean or equivalent (or their designee) to answer the appeal shall not be deemed acquiescence thereto.

5. Performance evaluation for purposes of appointment/reappointment and promotion is further addressed in their respective Articles.

**6. UMC-Performance Evaluation**

6.1 Within 60 days of ratification of the Agreement, a UMC-Performance Evaluation will be established. There will be at least three (3) Union representatives and three (3) Employer representatives. The UMC-Performance Evaluation will meet at least six (6) times per year.

6.2 Within 60 days of ratification of the Agreement, the Employer will provide the Union with written department- and program-level performance evaluation criteria applicable to Contract Faculty Members that existed prior to ratification of the Agreement that NYU has been able to identify using best efforts.

- 6.3 The Union representatives on the UMC-Performance Evaluation will identify which department- and program-level performance evaluation criteria they seek to review and discuss in the UMC-Performance Evaluation.
- 6.4 The UMC-Performance Evaluation's process of review for department- and program-level performance evaluation criteria will be as follows:
  - 6.4.1 The UMC-Performance Evaluation will identify which department- or program-level performance evaluation criteria that existed prior to ratification of the agreement are needed to supplement the performance evaluation criteria for Contract Faculty Members in that department or program.
  - 6.4.2 Those department- or program-level performance evaluation criteria that have been identified and tailored by the UMC-Performance Evaluation to supplement the Agreement, will be presented as a recommendation to the appropriate Department Chair (or equivalent) and Dean (or equivalent) for approval.
  - 6.4.3 If such supplementing performance evaluation criteria are approved by the appropriate Department Chair (or equivalent) and Dean (or equivalent), they will be attached as an appendix to the Agreement.
- 6.5 In addition to reviewing department- and program-specific performance evaluation criteria referenced above, the UMC-Performance Evaluation will review the performance criteria included in the school/college Contract Faculty guidelines that existed prior to the ratification of the Agreement.
- 6.6 The UMC Performance Evaluation's process of review for school/college Contract Faculty guidelines that existed prior to the ratification of the Agreement will be as follows:
  - 6.6.1 Those school/college-level performance evaluation criteria that have been identified and tailored by the UMC-Performance Evaluation to supplement the Agreement, will be presented as a recommendation to the appropriate Dean (or equivalent) for approval.
  - 6.6.2 If such supplementing performance evaluation criteria are approved by the appropriate Dean (or equivalent), they will be attached as an appendix to the Agreement.
- 6.7 Department- or program- or school/college-level performance evaluation criteria that are attached to this Agreement, may be revised from time to time, as appropriate. Contract Faculty Members in the department, program, or school/college may make advisory recommendations for revisions to such performance evaluation criteria from time to time. As part of formulating their

recommendations, Contract Faculty Members may discuss with faculty members in their department or program. Proposed changes to department-, program- or school-level performance evaluation criteria would be presented to the UMC-Performance Evaluation for consideration. The UMC-Performance Evaluation would review proposed changes and make advisory recommendations for approval to the Department Chair (or equivalent) or the Dean (or equivalent), as applicable.

## **ARTICLE 22 – PERSONNEL FILES**

1. NYU's Office of Academic Appointments will maintain an electronic personnel file for Contract Faculty Members in a secure manner.
2. A Contract Faculty Member, subject to paragraph (3), may examine and copy the contents of their personnel file by appointment with reasonable notice twice an academic year. Said notice may be provided by email. A Union representative, having written authorization from the Contract Faculty Member concerned, may examine and copy the personnel file of a Contract Faculty Member twice an academic year, subject to the same terms and conditions.
3. As applicable, material regarding peer evaluations or recommendations for (re)appointments and/or promotions shall not be included in personnel files and are not subject to examination or copying.
4. If disciplinary action is reduced to writing by a supervisor, the writing shall be signed, dated, placed in the Contract Faculty Member's personnel file and a copy provided immediately to the Contract Faculty Member. The Contract Faculty Member shall sign the writing to acknowledge receipt, but such signature shall not be construed as agreement or disagreement with the contents. The Contract Faculty Member shall have the right to dispute the contents by placement of the Contract Faculty Member's response in the file.
5. NYU may not use any documents contained in a Contract Faculty Member's personnel file as evidence in an arbitration proceeding involving discharge or discipline unless the Contract Faculty Member had been given a copy of such document or documents within ten (10) business days after the same was placed in the Contract Faculty Member's personnel file.
6. In the event that the Contract Faculty Member identifies factually incorrect material in their file, the Employer will review the material in question within ten (10) business days of being notified. If the Employer determines that the material is factually incorrect, the Employer will correct or remove it within ten (10) business days of the Employer's determination. A Contract Faculty Member shall have the right to dispute the Employer's determination by placement of the Contract Faculty Member's response in the file.

7. Upon request, a Contract Faculty Member shall receive a copy of their personnel file, subject to paragraph 3, prior to the conclusion of their employment.

## **ARTICLE 23 – PRINCIPAL INVESTIGATOR/PROJECT DIRECTOR STATUS**

1. The Employer recognizes that Contract Faculty Members' research and scholarship contribute to the academic mission of the University and its community.
2. The University's Policy on Continuing Contract Faculty as Principal Investigators of Sponsored Projects and Programs, as it may exist from time to time, shall apply to Contract Faculty Members, subject to and in accordance with the provisions in this Article.
3. Contract Faculty Members are eligible to serve as Principal Investigator (PI)/Project Director (PD) or Co-PI/Co-PD in accordance with University policy, provided that they do not supervise NYU personnel.
  - 3.1. For the avoidance of doubt, Contract Faculty Members in their role as PI/PD or Co-PI/Co-PD may continue to mentor personnel with regard to their academic, scientific, and research responsibilities.
4. Determinations of PI/PD or Co-PI/Co-PD status are not subject to the grievance or arbitration provisions of this Agreement.
5. This Article will apply to proposals and awards made after the ratification of this Agreement.
6. The General Purpose UMC may discuss matters related to PI/PD status for Contract Faculty Members.

## **ARTICLE 24 – PROFESSIONAL DEVELOPMENT FUNDS**

### **1. Preamble**

- 1.1. New York University supports the professional development of Contract Faculty Members in accordance with the terms of this Article.

### **2. Professional Development Funding**

- 2.1. Contract Faculty Members shall continue to be eligible to receive individual development accounts ("IDAs") and/or other professional development funds in accordance with applicable University, school, college, and/or departmental policies, guidelines, and/or procedures, provided that as of September 1, 2026, at minimum, each Contract Faculty Member shall receive an IDA of at least two-

thousand five-hundred dollars (\$2,500) per academic year. Individual Development Accounts may be used for any teaching, research, artistic, or professional development-related activity, consistent with relevant University business expense policies.

2.2. For any Contract Faculty Member whose academic year Individual Development Account allocation exceeds \$2,500, that Contract Faculty Member shall continue to receive the higher academic year allocation.

2.2.1. The Employer may, for serious financial considerations, temporarily decrease Individual Development Account allocations for these Contract Faculty Members, provided that in no case may Individual Development Accounts fall below \$2,500. Such decreases may only be implemented when the professional development and like funds available to tenured/tenure-track faculty and non-bargaining unit full-time continuing contract faculty are decreased by an equal amount.

2.3. Any existing school/college or department policies providing that unspent funds in IDAs roll over into the next fiscal year shall remain in effect.

2.4. Except as permitted in Paragraph 2.2.1, nothing in this Article shall be construed to reduce the amount of any existing IDAs or other professional development or research funding to which a Contract Faculty Member has been granted either through applicable policy or set forth in their appointment letter, nor to prevent the Employer from increasing any Individual Development Account by more than the amount provided for herein.

## **ARTICLE 25 – PROMOTION**

*This Article will replace for Contract Faculty Members the promotion provisions in the “Faculty Policies Applicable to Full-Time Continuing Contract Faculty” under the NYU Faculty Handbook.*

### **1. Preamble**

1.1. Promotions are non-mandatory and are defined in this Article as a change in rank to the Contract Faculty Member’s faculty position from the Assistant to the Associate rank or from the Associate to the Full Rank. For avoidance of doubt, a change from a non-bargaining unit position to a bargaining unit position does not constitute a promotion.

1.2. Promotions of a Contract Faculty Member may be made only by an authorized representative(s) of NYU.

## **2. Eligibility to Apply for Promotion**

### **2.1. Promotion from Assistant to Associate Rank**

2.1.1. Contract Faculty Members appointed at the Assistant rank shall be eligible to apply for promotion to the Associate Rank during their sixth year of service at NYU in the Assistant rank or any subsequent year thereafter.

### **2.2. Promotion from Associate to Full Rank**

2.2.1. Contract Faculty Members appointed at the Associate rank shall be eligible to apply for promotion to the Full rank during their sixth year of service at NYU in the Associate rank or any subsequent year thereafter.

2.3. Contract Faculty Members may apply for promotion to the Associate or Full rank on an earlier timeline than set forth herein at the discretion of the Dean or their equivalent (for example, for cases of prior equivalent service as a full-time faculty member at another university).

2.4. If a Contract Faculty Member's application for promotion is denied, the Contract Faculty Member may apply again for promotion after two years from the date of their previous application.

## **3. Criteria for Promotion**

3.1. Contract Faculty Members who meet the criteria for promotion demonstrate the standards embodying the levels of achievement that ensure the excellence of the school's educational and training programs, as those standards are set forth in this Agreement.

3.1.1. Specifically, Contract Faculty Members who are being considered for promotion shall demonstrate excellence in the criteria for performance evaluation set forth in Article 21 (Performance Evaluation), including as to teaching, service, and any other responsibilities of their position as defined in Article 36 (Workload & Responsibilities) and the Contract Faculty Member's terms of appointment, as well as their professional conduct.

3.1.2. For Contract Faculty Members whose job responsibilities do not include research/scholarship, creative activity, and/or professional activity, such is not a requirement for promotion but may be included in the promotion dossier if the Contract Faculty Member engaged in such work.

3.1.3. For avoidance of doubt, promotion is awarded not on the basis of time in rank but because of the Contract Faculty Member's excellence in performing their job responsibilities.

#### 4. Review Process for Promotion

- 4.1. The review process for promotion of a Contract Faculty Member shall follow the terms of this Article. The review process for promotion may, but does not have to, be in conjunction with the review process for reappointment, as determined by the applicable school or college or equivalent.
- 4.2. Each school or college or equivalent shall send an email to their Contract Faculty Members before or around the start of each academic year, but no later than September 30, that includes the eligibility requirements to apply for promotion and the timeline for the promotion process. If a Contract Faculty Member is eligible to apply for promotion, the Contract Faculty Member shall notify their Department Chair or equivalent in writing that they are seeking to be evaluated for promotion. The Contract Faculty Member's notification shall be made by the date set by the Dean or equivalent, but the Contract Faculty Member shall receive at least one month's time from receiving the aforementioned email to provide such notification.
- 4.3. Required as part of the promotion process, the school or college or equivalent shall set a date by which Contract Faculty Members shall submit the following materials as specified by the Dean or equivalent (or their designee) no later than February 1 of the academic year in which they are being evaluated for promotion: an updated curriculum vitae; a personal statement (of 5 pages or less) highlighting their contributions in the areas of teaching, service, and other relevant job responsibilities; and the most recent version of the course syllabus for each course they have taught since their hire when seeking a first promotion or since their last promotion (hereinafter, as applicable, "the promotion review period"). Contract Faculty Members also may choose to submit additional evidence of their teaching effectiveness, service, and, if applicable, research/scholarship, creative activity, and/or professional activity. However, a choice not to submit such additional evidence shall not be held against the Contract Faculty Member.
- 4.4. Required as part of the promotion process, the Contract Faculty Members in their department or equivalent shall elect a Faculty Advisory Committee on Reappointment and Promotion<sup>21</sup> comprising three Contract Faculty Members (or full-time faculty members) (hereinafter referred to as "Advisory Committee"),<sup>22</sup> subject to footnotes 21 and 22 in this Article.

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<sup>21</sup> In departments or the equivalent where there are, as of ratification of this Agreement, separate reappointment and promotion committees, there shall be a separate Advisory Committee on Reappointment and a separate Advisory Committee on Promotion. In departments or the equivalent where there are, as of ratification of this Agreement, a singular reappointment and promotion committee or no reappointment and promotion committee, there shall be a singular Advisory Committee on Reappointment and Promotion.

<sup>22</sup> In departments or the equivalent where there are reappointment and promotion committees, as of ratification of this Agreement, composed of both tenured/tenure-track and full-time continuing contract

- 4.4.1. Where there are not sufficient Contract Faculty Members available within the same department or equivalent, the Department Chair or equivalent may select a suitable Advisory Committee member(s) from outside the department or school/college.
- 4.4.2. An Advisory Committee member must be at the parallel rank or higher to which the Contract Faculty Member being reviewed is seeking promotion.
- 4.4.3. The Department Chair or equivalent shall identify for the Advisory Committee the job responsibilities of the Contract Faculty Member being reviewed and the criteria for promotion in Section 3, and shall provide the Advisory Committee with the materials in Paragraph 4.6 (except subparagraph 4.6.7) on a confidential basis.
- 4.4.4. The Advisory Committee shall review the provided materials and use their subject matter expertise to provide input in a letter (of five pages or less) to the Department Chair or equivalent on the performance of the Contract Faculty Member being reviewed. The Advisory Committee shall offer commentary on the Contract Faculty Member's performance of their job responsibilities. The Advisory Committee may include their advisory recommendation on whether the Contract Faculty Member being reviewed should be promoted. The letter shall be treated as confidential.
- 4.4.5. In the event of disagreement among the Advisory Committee members, the letter shall reflect the differing viewpoints.
- 4.4.6. In the event of a grievance and/or arbitration regarding the promotion of the Contract Faculty Member being reviewed, the Union and NYU agree that the members of the Advisory Committee shall not testify or otherwise serve as witnesses. As part of the grievance and/or arbitration process, a Union representative shall have access to the letter, provided that access is subject to a confidentiality agreement between NYU and the Union, and the Contract Faculty Member being reviewed does not receive access.
- 4.5. As part of the review process, the Dean or equivalent (or their designee) may also choose (but is not required) to solicit external letter writers from faculty from outside of NYU to provide a letter of faculty input, based on their subject matter expertise, regarding the performance of the Contract Faculty Member during the promotion review period. Where external letters are part of the review process, the use of external letters will be done on a school, college, or department-wide

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faculty, such committee compositions shall continue for the Advisory Committee on Reappointment and Promotion. In such cases, the Contract Faculty Member shall be elected as set forth in paragraph 4.4, and tenure/tenure track faculty shall be appointed by the Department Chair or equivalent. In departments or the equivalent where such committees are, as of ratification of this Agreement, composed of only full-time continuing contract faculty or where no such committee exists, the committee shall be composed of only Contract Faculty Members.

basis, provided that the Dean or equivalent (or their designee) notifies Contract Faculty Members in such school(s), college(s), or department(s) of this requirement before the start of the review process.

4.5.1. The Department Chair or equivalent may select up to three external letter writers in the field of the Contract Faculty Member. The external letter writers shall either be tenure/tenure-track faculty or the equivalent of NYU full-time continuing contract faculty members.

4.5.1.1. Before the Department Chair or equivalent selects the external letter writers, the Contract Faculty Member may request up to two individuals who may not serve as their external letter writers. The Contract Faculty Member shall make the request in writing to the Department Chair or equivalent and include the basis for the request. The Contract Faculty Member's request shall be considered in good faith by the Department Chair or equivalent, who shall make the final decision on the selection of the external letter writers.

4.5.2. The Department Chair or equivalent shall identify for the external letter writer the job responsibilities of the Contract Faculty Member being reviewed and the criteria for promotion in Section 3, and shall provide the external letter writer with the materials in Paragraph 4.6 (except subparagraph 4.6.6) on a confidential basis.

4.5.3. The external letter writer shall review the provided materials and use their subject matter expertise to provide input in a letter (typically of five pages or less) to the Department Chair or equivalent on the performance of the Contract Faculty Member being reviewed. The external letter shall offer commentary on the Contract Faculty Member's performance of their job responsibilities. The external letter writer may include their individual advisory recommendation on whether the Contract Faculty Member being reviewed should be promoted.

4.5.4. The identity of the external letter writers and the external letter itself shall be treated as confidential. In the event of a grievance and/or arbitration regarding the promotion of the Contract Faculty Member being reviewed, the Union and NYU agree that the external letter writer shall not testify or otherwise serve as a witness. As part of the grievance and/or arbitration process, a Union representative shall have access to the external letter, provided that access is subject to a confidentiality agreement between NYU and the Union, the Contract Faculty Member being reviewed does not receive access, and the name of the external letter writer and any other personally identifying information is redacted from the letter.

- 4.6. The Department administrator(s) or equivalent will assemble a promotion dossier that includes the following:
  - 4.6.1. The documents identified in Paragraph 4.3
  - 4.6.2. Annual Faculty Activity Report(s) (FAR) during the promotion review period
  - 4.6.3. Performance evaluation(s) made during the promotion review period
  - 4.6.4. Student course assessment(s) completed during the promotion review period
  - 4.6.5. Teaching observation(s) conducted during the promotion review period
  - 4.6.6. Advisory Committee letter identified in Paragraph 4.4
  - 4.6.7. External letters identified in Paragraph 4.5, if applicable
  - 4.6.8. Other relevant materials and information regarding the Contract Faculty Member's performance, provided that the Contract Faculty Member had been informed of the underlying information.
- 4.7. The Department Chair or equivalent shall review and assess the promotion dossier, and make a recommendation on promotion to the Dean or equivalent. In making their recommendation, the Department Chair or equivalent shall give due consideration to the commentary and, if applicable, advisory recommendation of the Advisory Committee and, where applicable, external letter writers.
- 4.8. The Dean or equivalent shall review and assess the promotion dossier, including the recommendation of the Department Chair or equivalent. The Dean or equivalent shall make the final decision on promotion. In making their decision, the Dean or equivalent shall give due consideration to the commentary and, if applicable, advisory recommendation of the Advisory Committee and, where applicable, external letter writers. The Dean or equivalent shall notify the Contract Faculty Member of the decision in writing, together with a written rationale. Such notification shall be made by or before the end of the academic year in which the Contract Faculty Member submitted the materials in Paragraph 4.3.
  - 4.8.1. In the event that a Contract Faculty Member is not promoted, the notification from the Dean or equivalent to the Contract Faculty Member shall include the following information regarding the rationale for the decision:
    - 4.8.1.1. The specific reason(s) for the denial of the Contract Faculty Member's promotion;
    - 4.8.1.2. The extent to which the decision was informed by the Contract Faculty Member's FAR(s), performance evaluation(s), student course assessment(s), teaching observation(s), letters from the

Advisory Committee and/or external letter writers, and/or other relevant materials during the review period;

4.8.1.3. How due consideration was afforded to the commentary and, if applicable, advisory recommendation of the Advisory Committee and/or external letter writers;

4.8.1.4. The specific reason(s) for the Dean or equivalent accepting or not accepting the assessment and recommendation of the Department Chair or equivalent.

4.9. If a Contract Faculty Member's application for promotion is successful, the promotion shall take effect on September 1 of the academic year immediately following the notification of their promotion.

4.10. If a Contract Faculty Member's application for promotion is unsuccessful, the Contract Faculty Member may file a grievance pursuant to Article 12 (Grievance and Arbitration Procedure) on the bases listed in subparagraphs 4.10.1 – 4.10.3 below. The standard of review for such grievance or subsequent arbitration shall be whether the Union has established:

4.10.1. a violation of the process (i.e., the procedures used to reach the decision were improper, or the case received inadequate consideration); or

4.10.2. the decision violated the academic freedom of the Contract Faculty Member; or

4.10.3. the decision was arbitrary or capricious, or made in bad faith.

## **5. Effect on Reappointment**

5.1. When a Contract Faculty Member is promoted not in conjunction with the review process for reappointment, the Contract Faculty Member shall receive a new reappointment effective with their promotion. The length of the Contract Faculty Member's reappointment term shall be in accordance with Paragraph 4.2 of Article 4 (Appointment and Reappointment).

5.2. For avoidance of doubt, if the Contract Faculty Member's application for promotion is unsuccessful, the Contract Faculty Member continues to be eligible for reappointment without prejudice, provided they otherwise meet the requirements for reappointment.

**6. School/College/Department/Program Guidelines/Policies.** This Article shall supersede any guidelines or policies pertaining to promotion of Contract Faculty Members at the school, college, department or program levels, or the equivalent thereof.

## **ARTICLE 26 – RESPECTFUL WORK ENVIRONMENT: PROHIBITION AGAINST DISCRIMINATION, HARASSMENT, AND BULLYING**

### **1. Prohibition of Discrimination, Harassment, and Bullying**

1.1. The Employer and the Union share a commitment to promoting and maintaining a work environment free of discrimination, harassment, and bullying against Contract Faculty Members.

1.2. There shall be no discrimination or harassment against present or future Contract Faculty Members by reason of any of the following protected classes as defined under applicable anti-discrimination employment law:

- age
- childbirth
- citizenship status
- color
- creed
- criminal history
- disability
- domestic violence victim status
- ethnicity
- familial status
- gender identity and expression
- genetic information
- immigration status
- marital status
- military status
- national origin
- predisposing genetic characteristics
- pregnancy or pregnancy-related medical conditions
- race
- religion
- salary history
- sex
- sexual and reproductive health decisions
- sexual orientation
- union activity
- veteran status
- or any other status, characteristic or factor protected by the law, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Equal Pay Act, Title VI of the Civil Rights Act of 1964, the Vocational Rehabilitation Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New York State Labor Law, the New York State Human Rights Law, the New York City Human

Rights Law, the National Labor Relations Act or any similar or related laws, rules, and/or regulations, under statutory or common law.

- 1.3. While caste is not currently an explicitly protected status under law or University policy, NYU's Office of Equal Opportunity (OEO) will review whether a complaint of caste discrimination made by a Contract Faculty Member constitutes discrimination or harassment based upon any status, characteristic or factor protected by the law and/or University policy. If it is determined that a complaint of caste discrimination made by a Contract Faculty Member does not constitute discrimination or harassment based upon any status, characteristic or factor protected by the law and/or University policy, the Contract Faculty Member shall receive a written explanation of such determination.
- 1.4. Bullying as defined by NYU's anti-bullying policy is prohibited against Contract Faculty Members.

## **2. Prohibition of Retaliation**

- 2.1. For the avoidance of doubt, a Contract Faculty Member shall not be subject to any form of retaliation, defined, consistent with applicable law, as adverse employment action that is reasonably likely to deter a Contract Faculty Member from seeking advice/services provided under this Article, or for the good faith reporting of any suspected violation of this Article, even if the reporting ultimately proves to be without merit. A Contract Faculty Member may be subject to disciplinary action if shown to have knowingly filed a false report.
  - 2.1.1. In accordance with applicable law and University Policy, retaliation includes, for example, adverse employment action taken against a Contract Faculty Member because they initiated filing or filed a charge of discrimination or harassment (including sexual/gender harassment) with a government agency, complained or raised concerns to NYU about discrimination or harassment (including sexual/gender harassment), or engaged in participation in an employment discrimination proceeding (such as an internal investigation or lawsuit), including as a witness.

## **3. Recourse**

- 3.1. Any grievance claiming a violation of this Article may be initiated at Step 3 of the grievance procedure. The time limit for the Contract Faculty Member or Union to present a grievance in Article 12, i.e., within thirty (30) days of its occurrence, shall not apply to grievances filed under this Article.
- 3.2. In accordance with applicable law and University policy, interim support measures shall promptly be made available to Contract Faculty Members alleging discrimination, harassment, bullying, and/or retaliation, in consultation with the Contract Faculty Member. If the Contract Faculty Member finds the

interim support measures provided insufficient, they may make a request of the Faculty Affairs Office/Human Resources Officer of their school/college or equivalent for additional support.

#### **4. Accommodations**

##### **4.1. Disability Accommodations**

4.1.1. Consistent with state, federal and local law as well as the University's policies, upon request from a Contract Faculty Member with a disability, the Employer shall engage in an interactive process/cooperative dialogue and will provide reasonable accommodation, absent undue hardship, to enable the Contract Faculty Member to perform the essential functions of their job, and/or enjoy the benefits and privileges of employment equal to those enjoyed by similarly situated employees without disabilities.

##### **4.2. Pregnancy-Related Accommodations**

4.2.1. Consistent with state, federal and local law as well as the University's policies, upon request from a Contract Faculty Member, the Employer shall engage in an interactive process/cooperative dialogue and will provide reasonable accommodation due to pregnancy, childbirth, or pregnancy-related medical conditions, absent undue hardship, to enable the Contract Faculty Member to perform the essential functions of their job.

##### **4.3. Lactation Accommodations**

4.3.1. The Employer will provide Contract Faculty Members with adequate time, space, and facilities to express breast milk consistent with applicable law and the University's Lactation Policy.

4.3.2. The Employer and the Union commit to discuss in General-Purpose UMC meetings ongoing lactation support for Contract Faculty Members. Agenda items may include, but are not limited to, the proximity of lactation rooms to the Contract Faculty Member's work area, including teaching location.

##### **4.4. Religious Accommodations**

4.4.1. Consistent with state, federal and local law as well as the University's policies, upon request from a Contract Faculty Member, the Employer shall engage in an interactive process/cooperative dialogue and will provide reasonable religious accommodation, absent undue hardship, to enable the Contract Faculty Member to perform the essential functions of their job.

#### **4.5. Interactive Process/Cooperative Dialogue**

4.5.1. Contract Faculty Members may be accompanied by a Union representative at meetings that are part of the interactive process/cooperative dialogue as defined in Section 4.

#### **5. Restroom Access**

- 5.1. Restroom access shall be provided to Contract Faculty Members in accordance with applicable anti-discrimination law, including but not limited to, the gender identity protections under the New York City Human Rights Law.
- 5.2. The Employer shall make good faith efforts to maintain its online map of all-gender single occupancy restrooms on campus.

#### **6. Personal Information**

- 6.1. The Employer recognizes that, except as otherwise required by applicable law, Contract Faculty Members may use, and have others use, their preferred names and pronouns. University records shall reflect this accordingly in NYU's human resources information system (PeopleSync/Workday or its successor).
- 6.2. The Employer recognizes that Contract Faculty Members may choose whether to disclose to the Employer their own sexual orientation and/or gender identity.

#### **7. University Policies and Procedures**

- 7.1. The Employer will prominently post NYU's Sexual Harassment policy, NYU's anti-bullying policy, and NYU's Non-Discrimination and Anti-Harassment Policy and Complaint Procedures for Employees.
- 7.2. The Employer commits to comply with the University's Equal Employment Opportunity policy statement.
- 7.3. The Employer commits to comply with its reasonable accommodation statements found on Moses Center for Accessibility and Inclusive Culture webpage.

### **ARTICLE 27 – RULES, REGULATIONS, AND POLICIES**

1. All Contract Faculty Members have an obligation to comply with the rules, regulations, and policies of the University and its schools, colleges, and departments.
2. All Contract Faculty Members are expected to carry out their institutional responsibilities in accordance with applicable legal and ethical principles, including

those principles found in the NYU Code of Ethical Conduct, as it may exist from time to time.

3. The Employer shall provide the Union with advance notice and copies of any changes to or new rules, regulations, and policies which affect the terms and conditions of employment of Contract Faculty Members. In a timely manner, the Union may request to meet with the Employer and offer comments regarding such changes to or new rules, regulations, and policies. In the event the Union offers such comments and the Employer accepts them, the Union agrees and acknowledges that the parties will not engage in effects bargaining. The Union otherwise reserves the right to request effects bargaining pursuant to the NLRA resulting from changes to or new rules, regulations, and policies which affect the terms and conditions of employment of Contract Faculty Members.
4. The Employer shall make available on its internet and/or intranet website the rules, regulations, and policies that apply to Contract Faculty Members.
5. In no case may a rule, regulation, or policy contravene this Agreement, and in the case of conflict, this Agreement shall govern.

## **ARTICLE 28 – SEVERABILITY**

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable Federal, State and Local law, and are separable. If any part of this Agreement shall be found to be invalid because of conflict with any applicable Federal, State or Local law, such invalidity shall not affect any of the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

## **ARTICLE 29 – SHARED GOVERNANCE**

### **1. Preamble**

- 1.1. New York University and the Union recognize that Contract Faculty Members have participated in the shared governance of the University and its schools, colleges, and departments<sup>23</sup> through the University Senate and its committees,<sup>24</sup> the Full-time Continuing Contract Faculty Senators Council (“C-FSC”) and its committees, other University-wide committees, and school, college, and department committees, as defined under the University Bylaws, NYU Faculty

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<sup>23</sup> The term “school, college, and department,” as used in this Article, intends to encompass any equivalent thereof by a different name.

<sup>24</sup> The term “committee,” as used in this Article, intends to encompass any other academic body in shared governance by a different name (e.g., assembly, council, taskforce, working group).

Handbook, and any other applicable University, school, college, or departmental bylaws, handbooks, and/or policies (collectively, “shared governance”).

## **2. Participation in Shared Governance**

2.1. New York University recognizes that Contract Faculty Members shall be regarded as full members of the faculty and will continue to participate in shared governance in the University Senate, the C-FSC, and alongside other full-time faculty at the University, school, college, and department levels on matters of academic and pedagogical concern to the University and its schools, colleges, and departments. For avoidance of doubt, Contract Faculty Members shall continue to provide input at all levels of shared governance on the academic quality of programs, curricula, courses, syllabi, and methods of instruction; teaching goals; enhancements to the educational experience within and outside of the classroom; standards of behavior in the classroom; the objectives and outcomes of student learning and assessment; methods of evaluation of students and grading; the review of educational and course materials, policies, and guidelines; and other matters of academic and pedagogical concern. With the consent of New York University and the respective school, college, and department, Contract Faculty Members also may participate in other aspects of shared governance that are not covered under Paragraph 2.2 and its subparts below, such as serving on search committees.

2.1.1. Contract Faculty Member participation in shared governance shall be independent of the collective bargaining process and shall be subject to the terms and conditions of this Agreement and the applicable bylaws, handbooks, and policies at the University, school, college, and departmental levels.

2.2. As the Union is the exclusive bargaining representative of Contract Faculty Members, the terms and conditions of employment of Contract Faculty Members must be addressed through the collective bargaining process instead of shared governance. As such, Contract Faculty Members may no longer use shared governance to directly deal with New York University on the terms and conditions of their employment, nor may Contract Faculty Members exercise functions in shared governance reserved for management.

2.2.1. For avoidance of doubt, Contract Faculty Members may not participate in shared governance in the University Senate, C-FSC,<sup>25</sup> or at the University, school, college, or department levels on matters relating to financial affairs of the University or its schools, colleges, and departments, including, but not limited to, the cost of tuition and the size and scope of the student

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<sup>25</sup> A Contract Faculty Member may serve in the role of C-FSC Chair in accordance with applicable rules of shared governance. To the extent that a Contract Faculty Member were to be selected to serve as C-FSC Chair, for avoidance of doubt, such role shall not be subject to any provisions of the collective bargaining agreement.

body, or on matters relating to terms and conditions of employment of Contract Faculty Members or any other employees, including but not limited to compensation, benefits, working conditions, reappointment, promotion, tenure, leave, dismissal, and grievance. Contract Faculty Members may not accordingly serve on or otherwise participate in the Senate Financial Affairs Committee, Retirement Plan Investment Committee, C-FSC Faculty Benefits and Housing Committee, C-FSC Faculty Grievance Committee, C-FSC Finance and Policy Planning Committee, C-FSC Personnel Policies and Contract Issues Committee, or the Salary Study Taskforce, or any other committees of the University Senate, C-FSC, or at the University, school, college, or department levels—including any committees that may be formed from time to time—that primarily address the financial affairs of the University or its schools, colleges, or departments, or that primarily address the terms and conditions of employment of Contract Faculty Members or any other employees.

### **3. Independence of Shared Governance**

- 3.1. Shared governance may not be used to modify, amend, or alter the terms of this Agreement.
- 3.2. Shared governance shall not be used to conduct union business.
- 3.3. The decision by New York University not to adopt input made by a Contract Faculty Member through shared governance shall not be subject to grievance or arbitration.
- 3.4. The decision not to invite a Contract Faculty Member to serve on a committee or to otherwise participate in shared governance shall not be subject to grievance or arbitration.

## **ARTICLE 30 – TECHNOLOGY COMMITTEE**

### **1. Preamble**

- 1.1. The parties acknowledge the expansion of technology utilization in higher education and its potential impact on terms and conditions of employment of Contract Faculty Members.

### **2. UMC Technology Committee**

- 2.1. Within sixty (60) days from ratification of the Agreement, a committee of at least three (3) Employer representatives and three (3) Union-designated representatives (“UMC Technology Committee”) will be established to discuss

matters relating to technology including, but not limited to, artificial intelligence, data security, and data privacy, as they relate to terms and conditions of employment of Contract Faculty Members.

- 2.2. The Employer agrees to notify the Union and convene the UMC Technology Committee in advance of the introduction of technological change by the Employer that would impact the terms and conditions of employment of Contract Faculty Members. If the Employer fails to provide such notice, the Union reserves its rights under Paragraph 2.6 below.
- 2.3. The UMC Technology Committee shall also:
  - 2.3.1. Evaluate the potential and actual impact of artificial intelligence and other forms of technology on terms and conditions of employment of Contract Faculty Members;
  - 2.3.2. Propose advisory recommendations concerning the utilization of artificial intelligence and other forms of technology by Contract Faculty Members where it affects terms and conditions of employment;
  - 2.3.3. Offer input and advisory recommendations on University data privacy and data security policies, as they may exist from time to time; and
  - 2.3.4. Identify and recommend technology-related training or professional development programs to support Contract Faculty Members.
- 2.4. The UMC Technology Committee will convene at a mutually agreeable time and place, at least three (3) times per academic year in addition to any meeting specified in Paragraph 2.2 above.
- 2.5. The Employer agrees to offer good faith consideration to the UMC Technology Committee's findings and advisory recommendations. The Employer shall provide a timely written response indicating whether the advisory recommendations are accepted, and explaining the reason(s) for its decision.
- 2.6. The Union agrees and acknowledges that the parties will not engage in effects bargaining where the Employer accepts an advisory recommendation from the UMC Technology Committee. The Union otherwise reserves the right to request effects bargaining pursuant to the NLRA resulting from technological change introduced by the Employer which affects the terms and conditions of employment of Contract Faculty Members.

## **ARTICLE 31 – TITLES**

### **1. Equivalency of Ranked Titles**

For purposes of this Agreement:

- 1.1. Lecturer, Language Lecturer, Teacher, and Assistant Librarian of Practice are the equivalent of the [Modified Title] Assistant Professor rank;
- 1.2. Associate Senior Lecturer, Associate Senior Language Lecturer, Associate Senior Teacher, and Associate Librarian of Practice are the equivalent of the [Modified Title] Associate Professor rank; and
- 1.3. Senior Lecturer, Senior Language Lecturer, Senior Teacher, and Librarian of Practice are the equivalent of the [Modified Title] Full Professor rank.<sup>26</sup>

### **2. Unranked Titles**

Clinical Instructor is an unranked title for Contract Faculty Members in the College of Nursing. The title of Clinical Instructor shall only be given to Contract Faculty Members in the College of Nursing whose course load only consists of simulation labs and/or off-campus clinical instruction and who meet either or both of the following conditions: the Contract Faculty Member does not have an earned doctoral degree at the time of hire and/or the Contract Faculty Member's career path is directed neither towards tenure track nor ranked continuing contract faculty track.

### **3. Honorary Titles**

Should a Contract Faculty Member have "distinguished" in their title, the term "distinguished" is an honorific and does not qualify as a separate rank.

## **ARTICLE 32 – UNION ACCESS**

### **1. Union Representatives**

- 1.1 As soon as practicable after the start of the Fall semester, the Union will provide NYU's Office of Employee Relations with a list of the names and departments of Union officers and shop stewards (collectively "union representatives") and will timely provide any changes thereto. The Employer shall deal with such union representatives for administering the Agreement.

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<sup>26</sup> Contract Faculty Members who hold the title of Senior Lecturer, Senior Language Lecturer, or Senior Teacher as of the date of ratification of this Agreement shall receive a one-time 10% promotion increase to the base salary of their faculty position in accordance with Article 7 (Compensation).

- 1.2 Upon the Union's prior written notice to the Office of Employee Relations, a union representative shall have reasonable access to the University's premises where Contract Faculty Members are present for the purpose of administering this Agreement. The Union will provide, in writing, to the Office of Employee Relations the names of up to three (3) union representatives for this purpose.
- 1.3 In carrying out the duties of a union representative, there can be no disruption or interference with the normal functioning of NYU classes and operations, including the job responsibilities of Contract Faculty Members. This shall not restrict the union representative's right to engage in protected concerted activity.

## **2. Orientations**

- 2.1 Each Fall and Spring semester as soon as practicable but no later than 30 days after the start of the semester, NYU will provide a mutually agreeable notice from the Union to all newly appointed Contract Faculty Members of a Union-required orientation session. A reasonable meeting space for the Union's Contract Faculty Member orientation session will be provided by NYU.

## **3. Access to Facilities**

- 3.1 NYU will, upon request of the Union no more than five (5) times per Academic Year, make available a suitable meeting space for general CFU-UAW union membership meetings. Union requests must be made no later than ten (10) business days prior to the desired meeting date.
- 3.2 NYU shall provide six (6) 24 inch by 36 inch bulletin boards in reasonably accessible places for Union notices relating to meetings, dues, social activities and general union matters. No notices which are derogatory to NYU shall be posted.

## **4. Access to the Collective Bargaining Agreement**

- 4.1 After the Agreement is ratified, the Agreement shall be published on the New York University website and made available for download.

## **ARTICLE 33 – UNION-MANAGEMENT COMMITTEES (UMCS)**

### **1. General-Purpose UMC**

- 1.1. A general-purpose UMC shall be established. The purpose of this UMC shall be to discuss the administration of this Agreement and other matters of concern to the Union or the Employer related to the terms and conditions of employment of Contract Faculty Members.

- 1.2. The general-purpose UMC shall comprise up to fifteen (15) representatives from the Employer (chosen by the Employer), and fifteen (15) representatives from the Union (chosen by the Union).
- 1.3. The parties recognize that from time to time topics addressed in a general-purpose UMC meeting may be of particular importance to Contract Faculty Members in a given school or college. In such cases, at the request of either party with appropriate notice, the other party will ensure that at least one representative of that school or college attends the general-purpose UMC meeting.
- 1.4. The general-purpose UMC will meet every two months at mutually agreed upon times. Additional general-purpose UMC meetings may also be scheduled on an ad hoc basis as needed by mutual agreement, and meetings may be cancelled upon mutual consent.

## **2. Topic-Specific UMCs**

2.1. The following topic-specific UMCs shall be established:

- Bargaining Unit Information Committee
- Health and Safety Committee
- Technology Committee
- International Contract Faculty Matters Committee
- Benefits Committee
- Performance Evaluation Committee
- Workload Committee

2.2. The purpose, composition, and meeting frequency of each topic-specific UMC shall be addressed in the applicable provision of this Agreement. Additional topic-specific UMCs may be established by mutual agreement of the parties.

3. UMCs shall not be used for purposes of negotiating changes to this Agreement or to discuss pending grievances.
4. The parties shall use best efforts to set agendas that shall be mutually agreed to at least five (5) business days prior to individual UMC meetings.
5. UMC meetings should be held at times that avoid disruption or interference with the normal functioning of University classes and operations.

## **ARTICLE 34 – UNION SECURITY AND CHECKOFF**

1. All Contract Faculty Members who become employed by New York University and covered by this Agreement and who fail voluntarily to acquire and maintain

membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their employment, or after the ratification of this Agreement, whichever is later, an Agency Fee (a service charge as a contribution toward the cost of administration of this Agreement and the representation of Contract Faculty Members). The amount of such agency fee shall be the equivalent to the amount uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union.

2. Payment of union dues and agency fees may be made via the check off procedure provided by this Agreement. The Union shall hold the Employer harmless for any action taken in connection with this Article or the enforcement thereof.
3. Upon receipt of a Contract Faculty Member's written authorization, the Employer shall deduct from such Contract Faculty Member's wages in accordance with this Agreement, such union dues or agency fees and remit same together with a list of the names of the Contract Faculty Members from whose wages deductions were made. The deduction shall be made in each monthly paycheck. The Employer agrees to transmit the dues and agency fees deducted to the Union by the tenth (10<sup>th</sup>) day of the following month. The Union shall have the exclusive right of dues and agency fee checkoff for all Contract Faculty Members covered by the Agreement.

In order for the deductions to be made, the authorization cards must be received by the Employer's designated representative by the fifteenth (15<sup>th</sup>) day of the month preceding the month when the checkoff is to begin. The Employer is not required to make retroactive deductions if a Contract Faculty Member is out on an unpaid leave of absence or other unpaid status.

Upon the return from an unpaid status or leave of absence by a Contract Faculty Member, the obligation to pay dues or agency fees shall attach on the first day of return.

4. The Union will provide to the Employer a membership card with a dues authorization form, signed by a Contract Faculty Member, for the authorization of payroll deductions. The membership card will be included with the welcome materials referenced in Paragraph 5 below.
5. The Employer will provide all new Contract Faculty Members with welcome materials at or about the time that other payroll documents are supplied. The welcome materials shall be supplied by the Union.
6. **Voluntary Community Action Program (V-CAP)**
  - 6.1. The Employer agrees to deduct from the pay of each Contract Faculty Member voluntary contributions to UAW V-CAP, provided that each such Contract Faculty Member executes or has executed an "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

- 6.2. Deductions shall be made only in accordance with the provision of and in the amounts designated in said "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement. The minimum contribution shall be \$1.00 per paycheck.
- 6.3. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each Contract Faculty Member for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.
- 6.4. The Employer agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, UAW. The Employer agrees to furnish UAW V-CAP with the names of those Contract Faculty Members for whom deductions have been made.

## **ARTICLE 35 – VOLUNTARY RETIREMENT OPTIONS**

### **1. Preamble**

- 1.1. The Employer shall offer a voluntary window retirement plan ("VWRP") for eligible Contract Faculty Members one time during the term of this Agreement, subject to the terms and conditions set forth in this Article.
  - 1.1.1. Upon the request of the Union, the Employer will confer in good faith with the Union in calendar year 2028 regarding the potential for an additional voluntary window retirement plan to be offered in calendar year 2029 to Contract Faculty Members on such terms and conditions as may be agreed to by the parties.
- 1.2. The Employer shall provide a phased retirement option ("Phased Retirement Option") for eligible Contract Faculty Members on an annual basis through the duration of this Agreement, subject to the terms and conditions set forth in this Article.
- 1.3. A Contract Faculty Member eligible for the VWRP and the Phased Retirement Option may participate in only one of those options.

### **2. VWRP & Phased Retirement Option Eligibility Requirements**

- 2.1. To be eligible for the VWRP or Phased Retirement Option, the Contract Faculty Member shall meet both of the following requirements:

2.1.1. The Contract Faculty Member shall be at least age 65 on their retirement date.

2.1.2. The Contract Faculty Member's years of full-time continuous<sup>27</sup> employment as a full-time continuing contract faculty member<sup>28</sup> shall equal or exceed 10 on their retirement date.

2.2. A Contract Faculty Member must be employed and in good standing through their retirement date. A Contract Faculty Member whose employment ends at any time prior to their retirement date for any reason, including without limitation resignation, non-reappointment, termination for cause, death or disability, shall no longer be eligible under the VWRP or Phased Retirement Option.

### **3. VWRP**

#### **3.1. VWRP Enrollment Process and Timeline**

3.1.1. An eligible Contract Faculty Member may enroll in the VWRP subject to the following process and timeline.

3.1.1.1. The enrollment process shall commence on January 1, 2027.

3.1.1.2. The Contract Faculty Member shall submit a completed enrollment form between January 1, 2027 and March 1, 2027.

3.1.1.3. The Contract Faculty Member's retirement date shall be August 31, 2027.

3.1.1.4. The Contract Faculty Member shall sign a retirement agreement and general release that is satisfactory to NYU and the Union by no later than between August 31, 2027 and September 15, 2027, and not revoke it.

#### **3.2. VWRP Payment**

3.2.1. Contract Faculty Members who have satisfied the requirements in Sections 2 and 3 shall receive a one-time lump-sum payment (subject to tax withholdings and other deductions) no later than December 31<sup>st</sup> following their retirement date that is equal to the following, as applicable:

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<sup>27</sup> "Continuous" includes leave time or other time off taken for any purpose recognized under this Agreement, applicable University policy and/or applicable law, as well as any break in service recognized as such under this Agreement, applicable University policy and/or applicable law.

<sup>28</sup> For purposes of this Article, NYU will count any period of employment during which a Contract Faculty Member was previously excluded from the bargaining unit under Article 1 (Recognition) I(A)(2)-(3) of the Agreement.

- 3.2.1.1. three full weeks of payment, at the annualized base pay of their faculty position on their retirement date, for each full year of full-time continuous employment as a full-time continuing contract faculty member, up to a maximum of 52 weeks of total payment.

#### **4. Phased Retirement Option**

##### **4.1. Election Process and Timeline**

- 4.1.1. Beginning January 1, 2027 and for each January 1 thereafter through the duration of this Agreement, an eligible Contract Faculty Member may elect to participate in the Phased Retirement Option subject to the following process and timeline:

- 4.1.1.1. The Contract Faculty Member shall complete an election form between January 1 and March 1 of the academic year preceding the final academic year of their employment before retirement.

- 4.1.1.2. As part of the election form, the Contract Faculty Member shall sign an irrevocable attestation that they will retire with an employment end date of August 31 of the academic year following the academic year of election (“retirement date”).

##### **4.2. Phased Retirement Option Course Release**

- 4.2.1. Contract Faculty Members who have satisfied the requirements in Sections 2 and 4 shall receive in the final academic year of their employment course releases equivalent to fifty percent (50%) of the applicable standard courseload set forth in Article 36, Workload & Responsibilities. The determination of which courses will be released shall require advance coordination with and approval from the Department Chair or equivalent, in order not to cause undue disruption to the academic program.

### **ARTICLE 36 – WORKLOAD & RESPONSIBILITIES**

#### **1. General Workload & Responsibilities**

- 1.1. NYU has the right to set the workload and responsibilities for Contract Faculty Members, as set forth in Article 17 (Management and Academic Rights), consistent with the terms of this Article.
- 1.2. Contract Faculty Members generally have a primary responsibility of teaching, and as full-time members of the University’s faculty, also are required to engage in service to the University, their school/college, and/or their department.

- 1.3. Contract Faculty Members are not required to engage in research/scholarship and/or creative activity, except as set forth herein.
- 1.4. Contract Faculty Members are to maintain proficiency in their fields of expertise, fulfill any necessary requirements of their profession, and are otherwise encouraged to engage in professional activity that advances the priorities of the University and their school/college and department or equivalent.
- 1.5. Contract Faculty Members are required to be present for teaching and service (as defined herein) during the academic sessions to which they have been assigned, unless the Dean has given specific prior approval otherwise.

## 2. **Standard Workload**

The standard workload for a Contract Faculty member is set forth below by school/college and, where applicable, by department or equivalent. The standard workload is for a 9-month appointment, unless otherwise noted. The standard workload generally comprises teaching (including the standard course load), service, and any other applicable job responsibilities, as further defined in this Article.

For Contract Faculty Members on 9-month appointments, their regular teaching assignments for their standard course load are in the fall and spring semesters, unless other arrangements are approved by the Dean or equivalent (or their designee).

### 2.1. Arts & Science:

- 2.1.1. Teaching: six (6) courses per academic year
- 2.1.2. Service

### 2.2. Courant Institute School of Mathematics, Computing, and Data Science:

- 2.2.1. Teaching: six (6) courses per academic year
- 2.2.2. Service

### 2.3. Division of Libraries:

- 2.3.1. Job responsibilities as specified in the appointment letter. The duties may change from time to time, but the standard workload shall remain consistent with that in effect at the time of ratification of the Agreement.
- 2.3.2. Service

### 2.4. Gallatin School of Individualized Study:

- 2.4.1. Teaching: four courses per academic year plus advising a full load of students (22 to 25 students). In no case shall Contract Faculty Members at Gallatin have more than the standard advising load of other Gallatin full-time faculty members.

- 2.4.2. Research/scholarship or creative activity: required for reappointment and promotion.<sup>29</sup>
- 2.4.3. Service
- 2.5. Institute for the Study of the Ancient World:
  - 2.5.1. Teaching: six (6) courses per academic year
  - 2.5.2. Research/scholarship: required for reappointment and promotion
  - 2.5.3. Service
- 2.6. Robert F. Wagner Graduate School of Public Service:
  - 2.6.1. Teaching: six (6) courses per academic year
  - 2.6.2. Service
- 2.7. Rory Meyers College of Nursing:
  - 2.7.1. 9-month appointment:
    - 2.7.1.1. Teaching: six (6) courses per academic year
    - 2.7.1.2. Scholarship: required for reappointment and promotion
    - 2.7.1.3. Service
  - 2.7.2. 12-month appointment:
    - 2.7.2.1. Teaching: eight (8) or nine (9) courses per academic year
    - 2.7.2.2. Scholarship: required for reappointment and promotion
    - 2.7.2.3. Service
- 2.8. School of Global Public Health:
  - 2.8.1. 12-month appointment
    - 2.8.1.1. Teaching: five (5) courses per academic year
    - 2.8.1.2. Research/scholarship: required for reappointment and promotion
    - 2.8.1.3. Service
- 2.9. School of Professional Studies:
  - 2.9.1. Teaching: six (6) courses per academic year
  - 2.9.2. Research/scholarship and/or creative or professional activity: required for reappointment and promotion
  - 2.9.3. Service
- 2.10. Silver School of Social Work:
  - 2.10.1. Teaching: six (6) courses per academic year
  - 2.10.2. Scholarship: required for reappointment and promotion
  - 2.10.3. Service

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<sup>29</sup> Contract Faculty Members in the Gallatin School of Individualized Study shall continue to have access to professional development and research resources on the same terms as non-bargaining unit full-time continuing contract faculty and tenured/tenure-track faculty in Gallatin. Examples include: Gallatin Faculty Enrichment Fund, Gallatin Research Scholars, Publication Subvention Fund, and Manuscript Fund, as they exist from time to time.

- 2.11. Steinhardt School of Culture, Education, and Human Development:
  - 2.11.1. 9-month appointment:
    - 2.11.1.1. Teaching: six (6) courses per academic year
    - 2.11.1.2. Service
  - 2.11.2. 12-month appointment:
    - 2.11.2.1. Teaching: nine (9) courses per academic year
    - 2.11.2.2. Service
- 2.12. Tandon School of Engineering:
  - 2.12.1. Teaching: six (6) courses per academic year or the equivalent
  - 2.12.2. Research/Scholarship:
    - 2.12.2.1. For Integrated Design & Media Program, two (2) course releases are generally granted for research/scholarship in the academic year.
    - 2.12.2.2. Not otherwise required unless noted in individual appointment letters.
  - 2.12.3. Service
- 2.13. Tisch School of the Arts:
  - 2.13.1. Teaching:
    - 2.13.1.1. Art and Public Policy: 4 courses per academic year
    - 2.13.1.2. Clive Davis Institute of Recorded Music: 5 courses per academic year
    - 2.13.1.3. Collaborative and Open Arts: 5 courses per academic year
    - 2.13.1.4. Dance: 5 courses per academic year
    - 2.13.1.5. Design for Stage & Film: 5 courses per academic year
    - 2.13.1.6. Drama: 5 courses per academic year
    - 2.13.1.7. Graduate Acting: 5 courses per academic year
    - 2.13.1.8. Graduate Film: 5 courses per academic year
    - 2.13.1.9. Graduate Musical Theatre Writing: 6 courses per academic year
    - 2.13.1.10. ITP & IMA: 5 courses per academic year
    - 2.13.1.11. NYU Game Center: 5 courses per academic year
    - 2.13.1.12. Performance Studies: 4 courses per academic year
    - 2.13.1.13. Photography and Imaging: 5 courses per academic year
    - 2.13.1.14. Rita & Burton Goldberg Department of Dramatic Writing: 4 courses per academic year
    - 2.13.1.15. Undergraduate Film & Television: 5 courses per academic year
    - 2.13.1.16. Virtual Production: 5 courses per academic year
  - 2.13.2. Research/scholarship and/or creative activity: required for reappointment and promotion
  - 2.13.3. Service
- 2.14. A course fewer than 3 credits does not count as a full course for purposes of the standard course load unless otherwise approved by the Dean or equivalent (or

their designee). Co-teaching (the use of more than one instructor per course) is to be assigned at the discretion of the Dean or equivalent (or their designee), who will determine how co-instruction counts towards course load. The Dean or equivalent (or their designee) will determine how large courses count towards course load. Certain teaching-related activities may qualify as equivalent to a course (or courses) as determined by the Dean or equivalent (or their designee).

2.14.1. Courses fewer than 3 credits: In most cases, courses for fewer than 3 or 4 credits would count as the equivalent of half of a 3 or 4 credit course. But in some cases, courses for fewer credits would count as the equivalent of a 3 or 4 credit course. Where the Dean or equivalent (or their designee) will exercise discretion in determining how a particular course counts towards workload, in making this determination, the Dean or equivalent (or their designee) will consider factors like whether the effort required to teach the fewer credit course was reasonably equivalent to the effort required to teach a 3 or 4 credit course—including the effort required outside of the classroom.

2.14.2. Co-teaching: The Dean or equivalent (or their designee) will review and consider whether the effort is equivalent to teaching alone. Specifically, the Dean or equivalent (or their designee) will assess the degree to which both faculty are instructing and teaching together in the classroom in all sessions, or if the effort represents the equivalent of teaching alone.

2.14.3. Large Classes: The Dean or equivalent (or their designee) will consider the effort involved in teaching the large class, to determine whether it is equivalent to the effort involved in teaching two or more courses. Factors that may be considered could include the course modality (online or in person), the amount of teaching support for the course (number of teaching assistants, recitation instructors), the amount of effort required to coordinate the various components of the course (recitations, labs, etc.) and other factors that could impact the amount of teaching effort required.

2.14.4. Teaching-related activities: The Dean or equivalent (or their designee) will review and consider whether the effort required to perform the teaching-related activity or activities is/are reasonably equivalent to the effort required to teach a course.

### **3. Overload Teaching**

3.1. Overload teaching is defined as teaching more courses than the standard course load defined in this Article.

3.2. In no case may a Contract Faculty Member be required to perform overload teaching.

- 3.3. As overload teaching may constitute a conflict of commitment and interfere with performing one's primary duties, overload for a Contract Faculty Member must be approved by the Contract Faculty Member's Dean or equivalent (or their designee).
- 3.4. The compensation for overload teaching is no less than the applicable minimum that an adjunct faculty member would be paid to teach the course pursuant to the UAW Local 7902 - New York University collective bargaining agreement governing adjunct faculty.

#### **4. J-Term and Summer Teaching**

- 4.1. For Contract Faculty Members on 9-month appointments who satisfy their standard course load requirements in the Fall and Spring, any additional teaching during J-Term and/or the summer is separate from their standard courseload and shall be paid as additional compensation in an amount no less than the applicable minimum that an adjunct faculty member would be paid to teach the course pursuant to the UAW Local 7902 - New York University collective bargaining agreement governing adjunct faculty, subject to the applicable terms on J-term and/or summer pay specified in the Faculty Handbook.
- 4.2. A Contract Faculty Member on a 9-month appointment is not required to satisfy their standard course load requirement during J-Term or summer.

#### **5. Teaching Responsibilities**

- 5.1. The teaching responsibilities of Contract Faculty Members include to:
  - 5.1.1. prepare and deliver instruction in their assigned courses;
  - 5.1.2. develop or update curricula, syllabi and materials for their new or existing courses, assignments, and evaluation tools;
  - 5.1.3. be responsible for grading and providing timely feedback to students;
  - 5.1.4. submit final grades in accordance with Registrar deadlines;
  - 5.1.5. maintain regular office hours;
  - 5.1.6. respond in a timely manner to student and colleague communications;
  - 5.1.7. advise and mentor students, including, as applicable, supervising independent studies, internships, and capstone/thesis projects, and supervising/participating in doctoral committees;

- 5.1.8. prepare recommendation letters for students;
  - 5.1.9. stay current with knowledge of state of field and pedagogical approaches;  
and
  - 5.1.10. otherwise adhere to school/college and department policies and guidelines regarding their teaching responsibilities.
- 5.2. The Employer recognizes that Contract Faculty Members shall present instructional materials according to their expertise and professional judgment consistent with this Agreement and University, school/college and/or department policies and guidelines, including, as applicable, with respect to appropriate teaching goals, the course syllabus, standards of behavior in the classroom, meetings and consultation with students, methods of evaluation of their students and assignment of grades, selection of course materials, and planning off-site field trips or other enhancements.
- 5.3. Where applicable and in accordance with University Bylaws, Contract Faculty Members shall adhere to appropriate policies and guidelines governing multi-section and multi-instructor courses where the expectation is uniformity in course policies, materials, and the like.
- 5.4. Unless special arrangements have been made through their school/college or department, Contract Faculty Members are duty-bound to meet all their assigned classes at the place and hour scheduled. The length of the various academic sessions and the number of class meetings per session are set conformably to the requirements of the regulatory agencies for the different programs offered by NYU, and may not be varied arbitrarily by individual faculty members.
- 5.5. If a course(s) assigned as part of the Contract Faculty Member's standard workload is cancelled or otherwise does not run, the Contract Faculty Member will make up a course either in the same semester or within one academic year, with the appropriate course to be determined by the Department Chair or Dean or equivalent (or their designee), unless other arrangements have been approved by the Department Chair or Dean or equivalent (or their designee). A course can be made up during J-Term or summer upon mutual agreement of the Department Chair or Dean or equivalent (or their designee) and the Contract Faculty Member. No overload compensation shall be provided for making up a course.
- 5.6. Teaching schedules for Contract Faculty members, including course assignment, meeting days, times, and semester, shall be determined by the Dean or equivalent (or their designee) and/or Department Chair or equivalent based on programmatic and operational needs. The parties acknowledge that the Department Chair or equivalent may engage directly with individual Contract

Faculty Members on their teaching schedules, including course assignment, meeting days, times, and semester, consistent with this Agreement.

## 6. Service

Service to the University, school/college and/or department or equivalent is required of all Contract Faculty Members. The specific responsibilities with respect to service vary across schools/colleges and/or departments or equivalent, and are established by the Dean or equivalent (or their designee) and/or the Department Chair or equivalent. Contract Faculty Members shall not be required to perform excessive service, subject to Section 6.4 below. The parties acknowledge that the Department Chair or equivalent may engage directly with individual Contract Faculty Members on the nature and scope of their service responsibilities consistent with this Agreement.

6.1. Contract Faculty Members shall engage in service to the University, school/college and/or department or equivalent according to their expertise and professional judgment consistent with this Agreement and University, school/college and/or department policies and guidelines.

6.2. This is a list of non-exhaustive contributions that shall count towards fulfilling service responsibilities as specific to the school/college and/or department or equivalent:

6.2.1. *Governance*: Participate in University, school/college and/or department committees (as defined in Article 29, Shared Governance), and meetings.

6.2.2. *Administrative*: Serve in administrative positions or otherwise perform administrative work; and serve on Faculty Advisory Committees on Reappointment and/or Promotion.

6.2.3. *Curricular & Pedagogical*: Assist with program and curriculum development and instructional methodologies; conduct teaching observations; coordinate curriculum alignment with other faculty members; coordinate laboratories, clinics, private lessons, performances and the like; and deliver workshops and talks that advance pedagogical developments in fields of expertise.

6.2.4. *Student*: Plan and participate in student events and advise student clubs; participate in student recruitment, orientation, and retention; and organize, participate in and/or support student performances.

6.2.5. *Community*: Invite speakers/guests to address the community and/or participate in University, school/college, and/or department events; participate in alumni engagement; organize and participate in external educational outreach programs; participate in public intellectual activities;

or other outreach to the community at large as a representative of the University, school/college, and/or department.

- 6.2.6. *Professional*: Organize academic conferences and provide external workshops, talks, and other contributions that advance the mission of the University and the profession; lead and participate in professional organizations and boards at the local, state, national, or international level; and otherwise engage in practice with outside organizations (e.g., governmental agencies, community and advocacy organizations, non-governmental organizations, and international organizations) in the Contract Faculty Member's discipline, as appropriate and in accordance with University policy.
- 6.3. Certain service activities may also qualify for course release, or additional compensation, as determined by the Dean or equivalent (or their designee).
    - 6.3.1. To determine whether certain types of service activities qualify for course release or additional compensation, the Dean or equivalent (or their designee) will first assess the amount of work that the Contract Faculty Member is performing as part of their standard workload, including teaching effort and service effort, to confirm that a Contract Faculty Member is satisfying their standard work load. The Dean or equivalent (or their designee) will then assess the amount of effort involved in the service activity in question. If the amount and complexity of effort for the service in question is significant, then the Dean will consider providing course release or additional compensation for this service activity.
    - 6.3.2. Where additional compensation is provided, to determine the amount of additional compensation, the Dean or equivalent (or their designee) will consider the amount and complexity of effort required for the service activity, and will also consider how similar types of service are compensated in the department and/or school/college.
    - 6.3.3. To determine whether to provide a course release or additional compensation, the Dean or equivalent (or their designee) will consider whether the amount and complexity of effort required for the service activity is similar to the amount of effort required to teach a course. The Dean or equivalent (or their designee) will also consider teaching need and whether the Contract Faculty Member can be released from teaching.
  - 6.4. If a Contract Faculty Member believes that their service responsibilities are excessive, they may seek adjustments to their service responsibilities by contacting their Department Chair or equivalent in writing to discuss the matter. After reviewing the matter, the Department Chair or equivalent shall make a determination and notify the Contract Faculty Member of the determination in writing, in a timely manner. If the Department Chair or equivalent has determined

that the Contract Faculty Member's service responsibilities are excessive, the Department Chair or equivalent shall make appropriate adjustments to the Contract Faculty Member's job responsibilities, which may include course release or additional compensation. If the Contract Faculty Member is not satisfied with the determination of the Department Chair or equivalent, the Contract Faculty Member may contact the Dean or equivalent (or their designee) in writing to discuss the matter further. After reviewing the matter, the Dean or equivalent (or their designee) shall make the decision to resolve the matter and shall notify the Contract Faculty Member of the decision in writing.

## **7. 12-Month Appointments - Time Off**

### **7.1. Steinhardt School of Culture, Education and Human Development**

7.1.1. Effective Academic Year 2026-2027, Contract Faculty Members on 12-month appointments in the Steinhardt School of Culture, Education, and Human Development shall be provided paid time off in the amount of four (4) weeks spread out during J-term, Summer term, and time in between semesters as determined in advance by the Department Chair or equivalent.

7.1.2. Effective Academic Year 2027-2028, Contract Faculty Members on 12-month appointments in the Steinhardt School of Culture, Education, and Human Development shall be provided paid time off in the amount of five (5) weeks spread out during J-term, Summer term, and time in between semesters as determined in advance by the Department Chair or equivalent. At least two (2) of the five (5) weeks must be consecutive, and Contract Faculty Members may not be required to take these consecutive weeks during J-term.

### **7.2. Rory Meyers College of Nursing**

7.2.1. Effective Academic Year 2026-2027, Contract Faculty Members on 12-month appointments in the Rory Meyers College of Nursing shall be provided paid time off in the amount of four (4) weeks spread out during J-term and time in between semesters as determined in advance by the Department Chair or equivalent.

7.2.2. Effective Academic Year 2027-2028, Contract Faculty Members on 12-month appointments in the Rory Meyers College of Nursing shall be provided paid time off in the amount of five (5) weeks spread out during J-term, Summer term, and time in between semesters as determined in advance by the Department Chair or equivalent. At least two (2) of the five (5) weeks must be consecutive, and Contract Faculty Members may not be required to take these consecutive weeks during J-term.

### **7.3. Division of Libraries**

7.3.1. Contract Faculty Members in the Division of Libraries shall continue to receive five (5) weeks of paid time off in an academic year. The scheduling of paid time off shall be subject to operational need and prior approval by the Dean.

7.4. When on paid time off pursuant to this section 7, the Contract Faculty Member shall continue to be eligible for applicable benefits on the same terms and conditions as would otherwise apply had they been working full-time during that time. During the paid time off, the Employer shall be responsible for providing coverage for a Contract Faculty Member's courses and other duties.

### **8. Voluntary election to work beyond standard workload**

8.1. A Contract Faculty Member may voluntarily elect to work in excess of their standard workload without either additional compensation or course release.

### **9. Lower Full-Time Workload Permitted**

9.1. For the avoidance of doubt, nothing herein prohibits the Employer from offering a lower standard workload to Contract Faculty Members than what is provided for in this Article.

### **10. Workload UMC**

10.1. A UMC regarding workload shall be composed of three (3) Union representatives and three (3) Employer representatives. The parties may, by mutual agreement, include additional representatives in meetings. This Committee shall meet at least six (6) times an academic year.

10.2. The Committee's charge is as follows: to review and make advisory recommendations regarding how the following counts toward the standard workload for Contract Faculty Members: labs, co-teaching, courses fewer than 3 credits, serving as a "lead instructor" or "coordinator" of multiple sections, "large" courses, and other types of teaching-related activities.

10.3. The Committee may also make advisory recommendations on best practices for equitable distribution of service, as well as under what circumstances would certain types of service activities qualify for course release or additional compensation.

10.4. The Committee shall work to find consensus solutions when possible. In the event that consensus is not possible, the Committee may issue multiple recommendations.

- 10.5. The parties recognize that across and within disciplines, schools/colleges, departments and programs there may be different approaches and different amounts of work required for each of these topics and will endeavor to engage in productive discussions on these matters to provide advisory recommendations.
- 10.6. The Committee's discussions and advisory recommendations are not binding on either the Employer or the Union and cannot be used in any grievance or arbitration proceeding under Article 12, unless implemented pursuant to Paragraph 10.7 below.
- 10.7. If the advisory recommendations are approved by the appropriate Dean(s) or equivalent and the Provost, the Committee's advisory recommendations shall be implemented for the applicable school(s), college(s), department(s), or program(s). Violations of implemented advisory recommendations shall be subject to the grievance and arbitration procedure of this Agreement.
- 10.8. When department-, program-, or school-level changes to instructional time are necessary to ensure adherence with accreditation requirements, the Employer will discuss potential impacts on Contract Faculty Member workload in the Workload UMC. In the event such changes are material, the Union reserves the right to request effects bargaining pursuant to the NLRA resulting from such changes.

## **ARTICLE 37 – WORKSPACE AND MATERIALS**

### **1. Office Space**

- 1.1 Contract Faculty Members shall continue to have reasonable access to office space, whether individual or shared.
- 1.2 Where necessary, the Employer shall endeavor to provide access to office space under Paragraph 1.1 that is in reasonable close proximity to the Contract Faculty Member's home department.
- 1.3 The Employer will provide advance notice to a Contract Faculty Member if their office space assignment will be changed.
- 1.4 Office space provided under Paragraph 1.1 shall, at minimum, include a desk; office chair; adequate lighting; and electrical outlets. In the event that such office space is not so equipped, the Contract Faculty Member shall contact their Department Administrator or equivalent. The Employer will consider in good faith input and requests from Contract Faculty Members regarding additional office furniture such as bookcases, filing cabinets, or other storage space necessary to perform their job responsibilities. Such input and requests shall be made to the

Department Administrator or equivalent. The parties agree that any issues related to this paragraph may be raised through the Union-Management Committee.

## **2. Facilities and Services, Computing Devices, Hardware and Software**

- 2.1. Contract Faculty Members shall have reasonable access to computers and copiers/printers/scanners consistent with school, college, or department policy, as applicable.
- 2.2. The Employer shall also provide each Contract Faculty Member with an NYU email address, Net ID, reasonable access to secure Wi-Fi on campus and NYU's learning management system(s) (LMS), and a video conferencing application account. For avoidance of doubt, a Contract Faculty Member shall continue to have access to their NYU email address and Net ID, NYU's LMS, and a video conferencing application account, during any approved leave of absence from the University.
- 2.3. Where necessary for instruction, NYU classrooms used by Contract Faculty Members are to be equipped with computers, cameras, microphones and screens needed for video conferencing meetings, and that licensed software used for teaching is installed on classroom computers. In the event that a classroom used by a Contract Faculty Member is not so equipped as needed for instruction, the Contract Faculty Member shall contact their Department Administrator or equivalent. The parties agree that any issues related to this paragraph may be raised through the Union-Management Committee.
- 2.4. Contract Faculty Members shall be eligible for a computer upon hire and subsequent replacement computers in accordance with University policy and applicable school/college policy and procedures. The Union reserves the right to request effects bargaining pursuant to the NLRA should such policies or procedures change to the detriment of Contract Faculty Members.
- 2.5. The nature and types of other supplies, equipment, facilities and services, instructional support, computing devices, hardware and software necessary to perform assigned duties shall be determined by the Employer. The Employer will consider in good faith the input and requests from Contract Faculty Members regarding the nature and types of the foregoing necessary to perform assigned duties. It is the responsibility of the Contract Faculty Member to bring to the attention of their Department Chair, or in the absence of a Department Chair, the Dean's designee, any unique or specific needs required to perform their assigned duties.
- 2.6. Contract Faculty Members may request an account on the University's High Performing Computing cluster. Such requests shall be approved or denied in

accordance with University policy, applicable school/college policy and procedures, and applicable federal regulations.

### **3. Access to Library Resources**

3.1. All Contract Faculty Members shall have access to University Libraries during their employment with NYU. For the purposes of this section, “access to University Libraries” means the ability to enter University Libraries using an authorized NYU ID card and the ability to use and borrow resources from University Libraries Collections.

3.2. A Contract Faculty Member shall continue to have access to NYU Libraries during any approved leave of absence from the University.

### **4. Space Use**

4.1. Contract Faculty Members may request with their Department Administrator or equivalent to reserve available spaces, including classrooms, meeting rooms, studios, library spaces, maker spaces, outdoor spaces, and teaching labs, in accordance with University policy and applicable school/college policy and procedures. Such requests shall be approved or denied based on the Contract Faculty Member’s job responsibilities as well as availability of the space, in accordance with University policy and applicable school/college policy and procedures.

## **ARTICLE 38 – ENTIRE AGREEMENT**

NYU and the Union agree that all matters desired by either party have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not within the contemplation of the parties and whether or not referred to in this Agreement. This Agreement constitutes the complete understanding of the parties with respect to all issues between them, supersedes all oral or written agreements heretofore made and may not be changed, modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

## **ARTICLE 39 – TERM OF AGREEMENT**

This Agreement shall be effective to and including August 31, 2030. The parties shall commence negotiations on a successor contract upon the request of either party on or after March 1, 2030.

NEW YORK UNIVERSITY

Daniel Saperstein 5/11/26

Daniel Saperstein  
Chief Labor Counsel  
Associate General Counsel

Scott Zucker 5/11/26

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Kristen Day 5/10/26

Kristen Day  
Vice Provost

Peter Arena 5/8/26

Peter Arena  
Senior Associate Vice Provost  
for Resource Planning and Analytics

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Richard Dorritie 4/24/26

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Elisabeth Fay 4/24/26

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Robin E. Harvey 4/24/26

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Thomas Hill 4/24/26

Thomas Hill

Peter Yuk Li 4/24/26

Peter Yuk Li

Benedetta Piantella 4/24/26

Benedetta Piantella

Jacob A.C. Remes 24 Apr 26

Jacob A.C. Remes

Chris Chan Roberson 4/24/26

Chris Chan Roberson

Jamie Root 4/24/26

Jamie Root

Fanny Shum 4/27/26

Fanny Shum

Heidi White 4/24/26

Heidi White

**APPENDIX A: COMPRESSION ADJUSTMENT TABLE**

**ONE-TIME ADJUSTED MINIMUM BASE SALARY SCALE FOR CONTRACT FACULTY MEMBERS EMPLOYED ON SEPTEMBER 1, 2026\***

<b>Years of Employment<sup>30</sup></b>	<b>Assistant Rank</b>	<b>Associate Rank</b>	<b>Full Rank</b>
0	\$91,000	\$100,100	\$110,110
1	\$91,683	\$100,851	\$110,936
2	\$92,370	\$101,607	\$111,768
3	\$93,063	\$102,369	\$112,606
4	\$93,761	\$103,137	\$113,451
5	\$94,464	\$103,910	\$114,302
6	\$95,173	\$104,690	\$115,159
7	\$95,886	\$105,475	\$116,022
8	\$96,605	\$106,266	\$116,893
9	\$97,330	\$107,063	\$117,769
10	\$98,060	\$107,866	\$118,653
11	\$98,795	\$108,675	\$119,543
12	\$99,536	\$109,490	\$120,439
13	\$100,283	\$110,311	\$121,342
14	\$101,035	\$111,139	\$122,252
15	\$101,793	\$111,972	\$123,169
16	\$102,556	\$112,812	\$124,093
17	\$103,325	\$113,658	\$125,024
18	\$104,100	\$114,510	\$125,961
19	\$104,881	\$115,369	\$126,906
20	\$105,668	\$116,235	\$127,858
21	\$106,460	\$117,106	\$128,817
22	\$107,259	\$117,985	\$129,783
23	\$108,063	\$118,869	\$130,756
24	\$108,874	\$119,761	\$131,737
25	\$109,690	\$120,659	\$132,725
26	\$110,513	\$121,564	\$133,721
27	\$111,342	\$122,476	\$134,723
28	\$112,177	\$123,394	\$135,734
29	\$113,018	\$124,320	\$136,752

<sup>30</sup> For purposes of Appendix A, “years of employment” is defined as years of full-time continuous employment as a full-time continuing contract faculty member, including leave time or other time off taken for any purpose recognized under this Agreement, applicable University policy and/or applicable law, as well as any break in service recognized as such under this Agreement, applicable University policy and/or applicable law. The term “full-time continuing contract faculty member” as used in Appendix A shall include any period of employment during which a Contract Faculty Member was previously excluded from the bargaining unit under Article 1 (Recognition) I(A)(2)-(3) of the Agreement.

<b>Years of Employment<sup>30</sup></b>	<b>Assistant Rank</b>	<b>Associate Rank</b>	<b>Full Rank</b>
30	\$113,866	\$125,252	\$137,778
31	\$114,720	\$126,192	\$138,811
32	\$115,580	\$127,138	\$139,852
33	\$116,447	\$128,092	\$140,901
34	\$117,320	\$129,052	\$141,958
35	\$118,200	\$130,020	\$143,022
36	\$119,087	\$130,995	\$144,095
37	\$119,980	\$131,978	\$145,176
38	\$120,880	\$132,968	\$146,264
39	\$121,786	\$133,965	\$147,361
40	\$122,700	\$134,970	\$148,467
41	\$123,620	\$135,982	\$149,580
42	\$124,547	\$137,002	\$150,702
43	\$125,481	\$138,029	\$151,832
44	\$126,422	\$139,065	\$152,971
45	\$127,371	\$140,108	\$154,118
46	\$128,326	\$141,158	\$155,274
47	\$129,288	\$142,217	\$156,439
48	\$130,258	\$143,284	\$157,612
49	\$131,235	\$144,358	\$158,794
50	\$132,219	\$145,441	\$159,985
51	\$133,211	\$146,532	\$161,185
52	\$134,210	\$147,631	\$162,394

\*In a department or equivalent in which there are Contract Faculty Members on both 9 month and 12 month faculty appointments employed as of September 1, 2026, the minimum base salary for the faculty position of such Contract Faculty Members on 12 month faculty appointments shall be three-ninths (3/9th) greater than the corresponding minimum base salary in this Appendix A.

**SIDE LETTER – ACCESS TO LIBRARY MATERIALS**

Contract Faculty Members may access and use library materials free from institutional censorship, in accordance with applicable law and University rules, regulations, and policies.

NEW YORK UNIVERSITY

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*Paul A. C.* 24 Apr 26  
*Bl. W.* 4/24/24

**SIDE LETTER – ARTIFICIAL INTELLIGENCE**

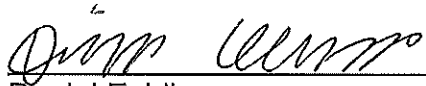
1. The Employer and the Union agree that a Contract Faculty Member shall continue to be able to exercise professional judgment in the execution of job duties irrespective of the use of artificial intelligence (AI).
2. The parties recognize that AI is an emerging technology that may have a potential impact on Contract Faculty Members' terms and conditions of employment. Through the UMC Technology Committee, the Employer commits to ongoing discussions with the Union regarding best practices, transparency, and emerging issues related to the use of AI at the University as it pertains to Contract Faculty Members. The subject of these discussions shall be to ensure the responsible, ethical, and informed use of AI, in furtherance of the University's mission to be a leader and innovator in higher education and promote excellence in educational and training programs. Such discussions shall be subject to the terms set forth in Article 30 (Technology Committee).


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Associate General Counsel


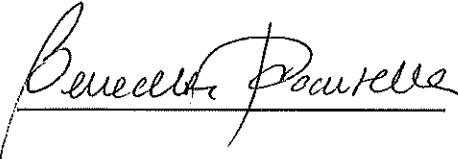
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**SIDE LETTER – HEALTH AND SAFETY COMMITTEE**

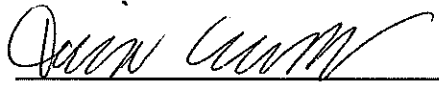
The Union and the Employer agree to convene the UMC Health and Safety Committee in Article 13 within six (6) months of ratification of the Agreement to discuss matters relating to health and safety in the workplace, specifically Contract Faculty Members' concerns regarding the presence of law enforcement (NYPD) and Contract Faculty Member workplace safety. The committee shall meet at least three (3) times on this subject.

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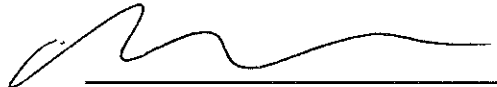
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Alex Hastings  
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Chris Chan Roberson 4/24/26



RICHARD DORFMAN 4-24-26

**SIDE LETTER – PRIVACY**

1. NYU shall comply with all applicable laws regarding the protection of the privacy of all members of the NYU community;
2. NYU will not voluntarily provide information to governmental agencies that would enable them to target members of our community based on immigration status for the purpose of detention or deportation;
3. NYU shall not voluntarily allow representatives of any governmental agency to enter NYU buildings without permission or legal process; and
4. NYU shall not voluntarily give permission to allow representatives of any governmental agency to enter NYU buildings for the purpose of targeting members of our community based on immigration status or for gathering information on them for the purpose of detention or deportation.

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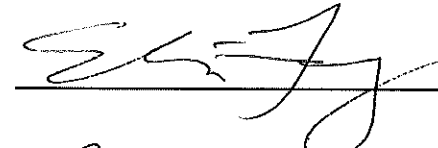
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International Representative

 4/24/26

Alex Hastings  
International Representative

CONTRACT FACULTY UNITED – UAW

 4/24/2026

 4-24-26  
RICHARD DORFMAN

**SIDE LETTER – RETIREE BENEFITS**

Contract Faculty Members who meet the eligibility criteria for retirement and retire shall continue to be eligible for retiree benefits as they are made available to the tenure/tenure-track faculty and non-bargaining unit full-time continuing contract faculty employed by NYU, on the same terms and conditions, as may be amended by NYU from time to time.

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*Robin Elms* 4/24/26.

*Jill* 4/27/26

## **SIDE LETTER – WORKLOAD**

### 1. Institute of Fine Arts (IFA)

The parties acknowledge that there are currently no Contract Faculty Members employed at the Institute of Fine Arts. In the event that a Contract Faculty Member is employed at IFA during the term of the Agreement, the Employer agrees to discuss with the Union the standard workload applicable to such position.

### 2. Marron Institute

The standard workload for Contract Faculty Members at the Marron Institute shall be as set forth in the individual faculty member's appointment letter.

### 3. Arts & Science Language Courses

For the language courses that currently meet four times a week in elementary and intermediate Arabic, elementary and intermediate Chinese (Mandarin), elementary Hindi, elementary and intermediate Japanese, elementary and intermediate Korean, elementary and intermediate Turkish, and elementary Urdu, NYU has determined that, effective September 1, 2027, such courses shall not meet more than three times per week.

### 4. Institute for the Study of the Ancient World (ISAW)

The parties acknowledge that the standard workload for Contract Faculty Members in ISAW is set forth in Paragraph 2.5 in the Workload and Responsibilities Article. The Employer recognizes for the sole current Contract Faculty Member in ISAW, duties will be as specified in the applicable appointment and reappointment letters.

### 5. UMC Workload Committee

The parties agree that the UMC Workload Committee will discuss how course or clinical lead role counts towards the standard workload at Rory Meyers College of Nursing, and how General Engineering recitation sections would count towards the standard workload at Tandon School of Engineering.

### 6. Division of Libraries - Paid Time Off

Notwithstanding Paragraph 7.3 of Article 36, Workload & Responsibilities, Contract Faculty Members in the Division of Libraries shall receive five (5) weeks of paid time off in an academic year for the first five years of employment as a full-time continuing contract faculty member and six (6) weeks thereafter. The scheduling of paid time off shall be subject to operational need and prior approval by the Dean.

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