COLLECTIVE BARGAINING AGREEMENT

Between

THE NEW SCHOOL

and

STUDENT EMPLOYEES at The NEW SCHOOL,
SENS-UAW, LOCAL 7902

and

THE INTERNATIONAL UNION, UAW

SEPTEMBER 1, 2017- AUGUST 31, 2023

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Agreement made effective the 1st day of September, 2017, between The New School, hereinafter termed the "University" or "Employer", and Student Employees at the New School, SENS-UAW, Local 7902 and The International Union, UAW, hereinafter termed the "Union" or "Academic Student Workers" or "ASW", wherein it is mutually agreed as follows:

ARTICLE I: RECOGNITION

A. Pursuant to the Certification of Representative, issued by the National Labor Relations Board in The New School and Student Employees at The New School, SENS-UAW, Case 02-RC-143009, the University recognizes the Union as the sole and exclusive bargaining agent for all student employees who provide teaching, instructionally-related or research services, including Teaching Assistants (Course Assistants, Teaching Assistants, Teaching Fellows, Student Assistants 3 at the Parsons School, and Tutors) and Research Assistants (Research Assistants and Research Associates).

B. All others employed by the University, including Student Assistants 3 at schools other than Parsons, guards, and supervisors as defined in the National Labor Relations Act, shall be excluded from this Agreement.

ARTICLE II: BARGAINING UNIT INFORMATION

A. The University will provide on August 1, December 1, and April 1, a list of all ASWs who are scheduled to work in the unit for the next semester. This list will include all currently available information: name, ID number, home address, home and cell telephone number and e-mail address.

B. On or before forty-five (45) days after the first day of classes each semester and summer, the University will provide an updated list of all ASWs who are scheduled to work. This list will include the data elements noted above and each ASW's date of birth, gender, race, number of semesters of service, date of first appointment, term of appointment, title/status, course schedule(s), college(s), school(s), department(s)/program(s), work location, hours of work, director(s)/chairs(s), hourly rates, immediate supervisor and/or member of the faculty the ASW is assigned to, credit hours and contact hours, and total compensation itemized for each specific assignment/duty.

C. The University also will provide to the Union an annual list of ASWs participating in the University's health programs

ARTICLE III: UNION SECURITY AND CHECKOFF

A. It shall be a condition of employment that all ASWs covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of

the Union. It also shall be a condition of employment that all ASWs covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment become and remain members in good standing of the Union. The term "member(s) in good standing of the Union" shall be construed in accordance with federal labor law and the Union shall take appropriate steps to ensure compliance with the law.

B. The University shall discharge any ASW covered by this Agreement within one (1) week after receipt of written notice from the Union that said individual is not a member in good standing of the Union as herein required.

C. Payment of union dues and/or fees may be made via the checkoff procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by an ASW arising from deductions made by the University hereunder or from the enforcement of this Article. Once the deductions are remitted to the Union, their disposition shall be the sole and exclusive obligation of the Union.

D. Each payday, the University shall deduct from an ASW's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the ASW has furnished the University a written assignment executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll deduction. The University will include that form in the employment packet of all ASWs. The University shall remit the dues and/or fees to the Union or its duly authorized representatives not later than ten (10) working days after each payday. In the event no earnings or wages are due on the payday of any month, the University shall deduct from the first wages due thereafter the dues and/or fees so owed and remit the same to the Union within two (2) weeks from the time such deductions are made. Following receipt of any checkoff revocation, the University shall notify the Union, in writing, of the revocation. Should the University fail to make the above deduction notwithstanding its receipt of a valid written authorization, the University shall be liable to the Union for the amount thereof forty-eight (48) hours after receipt of written notice by the Union of the amount due. This shall not constitute a waiver of the right of the University to collect or recover the monies directly from the Faculty member.

E. The Union shall refund to the University, or to the ASW member involved, any Union dues and/or fees erroneously deducted from any ASW member's compensation by the University and remitted to the Union.

ARTICLE IV: V-CAP CHECKOFF

A. During the life of this Agreement, the University agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form; provided further, however, that the University will continue to deduct the voluntary contributions to UAW V-CAP

from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.

B. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

C. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the University before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. 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.

D. Deductions shall be made, pursuant to the forms received by the University, from the ASW's first union dues period in the first month following receipt of the checkoff authorization card and shall continue until the checkoff authorization is revoked in writing. The University agrees to remit said deductions promptly to UAW V-CAP, in care of: Bank One, Dept. 78232, Article 23 Voluntary Exchange, PO Box 78000, Detroit, MI 48278-0232.

E. The University further agrees to furnish UAW V-CAP and UAW Local 7902 with the name, address, Social Security number, and date of last authorization of those ASWs for whom deductions have been made. The University further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each such employee's deductions. This information shall be furnished along with each remittance electronically in a format conveniently available to the University's accounting system.

ARTICLE V: UNION ACCESS

The representatives of the Union shall have access to and shall be admitted to the University's places of business for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted.

ARTICLE VI: MEETING SPACE

The University will facilitate the scheduling of one Union meeting per term, up to 3 per year. The Union should make such requests to the Director of Labor Relations.

ARTICLE VII: BULLETIN BOARDS AND POSTING

A. The University shall furnish SENS-UAW, Local 7902 bulletin board spaces at appropriate locations in each academic building, including the faculty resource center in the University Center and shall permit representatives of the Union to post notices pertaining to legitimate and appropriate Union interests on the bulletin boards.

B. The University's Humans Resources, Labor Relations website will have a link to the SENS-UAW website and contact information.

ARTICLE VIII: NON-DISCRIMINATION AND HARASSMENT

A. The University reconfirms its commitment to equal opportunity, affirmative action in employment and an environment free of discrimination and sexual and other discriminatory harassment as recognized under law and/or as stated in the applicable policies and procedures of the University. The University reaffirms that it shall not discriminate against any ASW, in violation of law, on the basis of race, color, creed, national origin, religion, religious practices, sex or gender (including gender identity and expression), sexual orientation, age, physical or mental disability, citizenship status, marital status, or veteran status, and affirms that it also shall not discriminate against any ASW, in violation of law, on the basis of gender identity, parental status or because of his/her political or union beliefs or activity or any other legally protected status.

B. The Union agrees it will not discriminate against ASWs or against the Employer on the basis of age, race, color, creed, sex or gender (including gender identity and expression), pregnancy, sexual orientation, religion, religious practices, mental or physical disability, national or ethnic origin, citizenship status, veteran status, marital or partnership status, caregiver status, or any other legally protected status or by virtue of political beliefs or attitude toward the Union.

C. Both the University and the Union shall be bound, as well, by any applicable substantive and/or procedural change in law during the term of this Agreement. However, no class that is protected as of the date of this Agreement shall lose such protection due to a change in law.

D. The University's Sexual Harassment policy will be prominently posted.

ARTICLE IX: DISABILITY RIGHTS AND ACCESS

A. Pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the University provides reasonable accommodations to employees with disabilities, including ASWs.

B. All information regarding the process to request a disability accommodation and the applicable ADA regulations, including a list of approved workplace accommodations, shall be posted on the University website, and a link to this information shall be included in the ASW onboarding packet. The University shall attempt to put into place approved, reasonable workplace accommodations before the beginning of employment if advance notice is provided or in a timely manner if the request is made after

the beginning of employment. If an ASW is not able to perform their work for a period while they are waiting for accommodations, they shall suffer no loss in pay.

C. The University shall, when feasible and agreeable to the ASW, take steps to reduce duplication in the accommodations processes covering an ASW's student and employment accommodation needs. Upon the request of the ASW, both offices will collaborate to integrate the accommodations implementation process.

D. If there is a conflict between any existing law at the federal, state, and/or local level and/or the University policy, the ASW will receive the protection of whichever law and/or policy provides the greatest amount of protection and/or assistance.

ARTICLE X: MANAGEMENT AND ACADEMIC RIGHTS

A. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of ASWs; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which ASWs' performance is evaluated; to establish and require ASWs to observe University rules and regulations; to discipline or dismiss ASWs; 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 and tenure and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

B. The University also has the right to establish, maintain, modify and enforce standards of performance, conduct, order and safety by which ASWs shall abide. The Union may grieve the reasonableness of such rules and policies.

C. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching, as well as research methodologies/standards, involve academic judgment and shall be made at the sole discretion of the University.

D. 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 the University. The University will not exercise its management rights in an arbitrary or capricious manner.

E. No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE XI: ACADEMIC STUDENT WORKER RIGHTS AND RESPONSIBILITIES

A. ASWs will have the protection of and will abide by the policies and procedures of the University and the School in which they are hired to perform academic duties. Those policies and procedures shall constitute part of this collective bargaining agreement.

B. Consistent with program and curricular guidelines, ASWs shall have reasonable latitude, where appropriate, to exercise their professional judgment within their area of expertise in deciding how best to accomplish their assignments within the scope of the directions given by the individual supervisor.

C. The time and/or location of assigned duties may not by changed by an ASW without prior notification to and approval by the appropriate supervisor.

D. ASWs are required to abide by all copyright laws and University guidelines regarding copying and distribution of materials.

E. ASWs shall have a University email which they shall use regularly to communicate with students, administrators and faculty.

F. ASWs are required to complete the University's on-line training programs, such as those on Sexual Harassment, Title IX and FERPA (Family Educational Rights and Privacy Act).

ARTICLE XII: HIRING AND ONBOARDING

A. **Application**

Students have the right to apply for ASW positions in all departments or employing units. There shall be no limit on the number of ASW positions for which a student may apply.

B. **Hiring Decision**

Employment decisions made by the hiring unit for ASWs shall be based on criteria established by the hiring unit. These criteria shall only relate to an applicant's qualifications for the posted position.

C. **Offer**

1. Prior to Fall 2019, when hiring an ASW the University shall endeavor to communicate in writing the following information before asking the ASW to accept or reject their appointment: appointment title; workload and hours; stipend amount or hourly wages; supervisor name and contact information (including phone number and email address); effective dates or duration of the appointment; hiring unit; hiring unit contact; and a comprehensive listing of required duties and related expenses. This shall be done in a timely manner in order to allow the ASW to make any necessary preparations for the position.

2. Effective Fall 2019, when hiring an ASW, the University shall communicate in writing the following information before asking the ASW to accept or reject their appointment: appointment title; workload

and hours; stipend amount or hourly wages; supervisor name and contact information (including phone number and email address); effective dates or duration of the appointment; hiring unit; hiring unit contact; and a comprehensive listing of required duties and related expenses. This shall be done in a timely manner in order to allow the ASW to make any necessary preparations for the position.

D. **Onboarding**

1. The University shall work with the ASW to ensure that hiring and onboarding is completed in a timely manner so that ASWs can begin working at the start of their assignments. This shall include clearly communicating the University's onboarding policies, including all necessary steps to be completed by the ASW, no later than three [3] working days after an ASW accepts an appointment. It shall also include promptly communicating to an ASW if any errors or omissions by the ASW in completing these steps will prevent onboarding being completed.

2.The University shall inform ASWs of the procedure including the timeline for applying for a Social Security Number and point(s) of contact for relevant offices at the University that can provide assistance and necessary documents no later than three [3] working days after an ASW accepts an appointment.

3. International student new hires will be directed to International Student and Scholar Services (ISSS) to be provided with the Social Security Verification and Eligibility Letter for On-campus Employment. The ASW will be directed to complete the necessary steps and present completed documents. So long as the letters are filled out correctly and completely and are originals, and the student is maintaining their immigration status, ISSS shall provide the authorized document no later than seven (7] working days after the ASW submits their materials. In the event ISSS determines that letters have not been filled out correctly and completely, they will promptly notify the ASW of this. Once the international new hire has received the social security number, they will be directed to complete the onboarding process.

4. The University shall notify an ASW once they have been successfully onboarded and shall provide an Appointment Confirmation containing the information set out in Section 5 – Appointment Confirmation.

5. No ASW shall be required to begin working before the ASW has received confirmation that they have been successfully onboarded. In the event that extenuating circumstances beyond the control of the ASW compel the ASW to begin assigned work prior to the receipt of confirmation of the onboarding process, nothing shall preclude the ASW from the receipt of their pay for the work performed, but the provisions of Article XX (Timeliness of Pay) shall not apply.

6. ASWs paid via stipend shall be paid within 28 calendar days of starting their work assignments and in equal payments every 2 weeks thereafter (or as otherwise agreed-upon for project-based work with a duration of less than a semester) throughout the duration of their assignment.

7. Hourly ASWs shall be paid no later than 28 days after starting work. ASWs paid on an hourly basis are responsible for submitting their hours worked as instructed in the onboarding process and within the specified deadlines; failure to submit time and have time approved within deadlines may lead to delayed payments.

E. **Appointment Confirmation**

1. All ASWs shall receive an Appointment Confirmation that shall include the following information:
   a. Appointment title.
   b. Workload, hours, and for ASWs appointed to instructional positions: directions to review course related information online.
   c. Supervisor name and contact information (including phone number and email address).
   d. Effective dates or duration of the appointment.
   e. Hiring unit and contact information.
   f. Enrollment verification, for Teaching Assistants and Teaching Fellows.
   g. A comprehensive listing of required duties and related expenses.
   h. Stipend amount or hourly wages:
      i. For salary/stipend assignments, the appointment letter will confirm the number of pay periods for the distribution of the total wages to be paid including the date upon which wages will start being paid.
      ii. For hourly assignments, hourly rate and first date of pay will be clearly stated and materials will include a clear training on how to submit hours properly, and a clear deadline that must be met in every pay period.
   i. Other logistical information necessary for performing the job.
   j. Reference to source of information on applicable benefits.
   k. Fee waiver information.
   l. A statement that the position is covered by this Collective Bargaining Agreement.
   m. Items provided by the Union to the University for inclusion in the packet:
      i. Welcome document from the union.
      ii. Online link to the CBA.
      iii. Union card, dues checkoff and V-CAP cards.
      iv. A web address provided by the Union for SENS-UAW contact information, informational materials, and membership card.

   n. Clear instructions on how to use MyDay (or its successor system) in order to access itemized pay stubs and planned payment schedules and relevant tax Information and forms.
   o. Information for international students on how to access tax counseling services offered.

2. The ASW appointment letter shall include the following statement:
   "By accepting this appointment, you are authorizing the University to disclose to the Union Employment Information that might otherwise be covered by the Federal Education Rights and Privacy Act. Employment Information shall include your full name, employee identification number, entrance date, current appointment start and end date, job title, appointment category, waiver type, number of hours contracted for, stipend amount, department or hiring unit, work location, email address, home address and phone number, whether the University has received a written authorization to deduct dues or fees, and the amount of union dues or fees deducted pursuant to such authorization."

F. **Workload**

1. ASWs shall not be required to perform a service outside of the listing of required duties as noted in the appointment confirmation. Required meetings and office hours will be held on campus, unless meeting off campus is necessitated by the ASW's assignment.
2. ASWs shall not be required to work more hours than specified in the appointment confirmation.
3. ASWs are encouraged to notify their supervisors as soon as it is practicable during the academic term if they anticipate their total work assignment will exceed the terms of the assignment.
4. The University may, by mutual agreement with an ASW, employ the ASW to carry out work in excess of the workload stated in the appointment letter. Such work must fall within the job description contained in the appointment letter, and shall be remunerated at the same hourly rate as specified in the appointment confirmation.

G. **Clear Wage Information**

1. Information regarding wages paid to the ASW must provide separate listings for each individual assignment.
2. For hourly workers, the information must clearly show the number of hours being paid for, the rate, and the gross amount of wages for that period. For salary/stipend workers, the information must clearly show the fraction of the total stipend being paid, and the gross amount of wages for that period.

H. **Compensation for Canceled Assignments**

In the event that a semester- or year-long assignment, as described in the Letter of Appointment, becomes unavailable due to cancellation or similar reasons after the ASW receives an appointment confirmation, the University shall assign the ASW to a substantially similar position for the duration of the appointment. In the absence of an available replacement assignment, the ASW will receive a cancellation fee of 30% of wages for one semester's pay for that appointment, whether it be for one semester or one year in length.

ARTICLE XIII: PERSONNEL FILES

A. "Personnel File" shall be defined as documents maintained by the University's Human Resources Office and/or the school/department or program, where applicable, reflecting an ASW's appointment to a position covered under this Agreement, revision or termination of such appointment, appointment related evaluations, disciplinary action related to such appointment.

B. Materials related to an ASW's course of study, grades, academic progress and aspects of study other than in service in a position covered under this Agreement shall not be considered part of the personnel file.

C. An ASW may review their personnel file by appointment with the Human Resources Department of the University and/or the relevant school/department or program. Such review may occur no more than once a semester. Review of a personnel file in conjunction with a discipline and/or grievance matter shall not count against the one review per semester. An ASW has the right to place a written response to any documents in their personnel file.

D. Where the ASW seeks review of their personnel file in connection with Article XXVIII (Dispute/Grievance and Arbitration Procedure), the Union representative and/or steward may be present at the review and examine the documents.

ARTICLE XIV: EMPLOYMENT AND INCOME VERIFICATION

A. The University will provide access to historical and current income and wage data as maintained online. Such information will include:

1. Start date of employment
2. End date of employment
3. Pay Rate/Stipend Amount
4. Hours of Work
5. Frequency of pay
6. Name of Employer
7. Employer Identification Number

B. ASWs may contact Human Resources to request an Employment and Income Verification Letter, which shall contain the information in Section A. The request shall be processed and completed in no later than 7 working days.

C. The University shall specify the point(s) of contact and steps on how to access income and wage information maintained online in the ASW Onboarding Packet.

ARTICLE XV: EXPENSE REIMBURSEMENT

An ASW shall not be required to cover the cost of approved, job related expenses with their own funds. However, in cases where an ASW covers the cost of preapproved job-related expenses, they can seek reimbursement for all such expenses through MyDay Expense.

ARTICLE XVI: EMPLOYEE DISCOUNTS

To the extent that an outside vendor provides a Membership Discount to University students or employees, the University agrees to communicate that discount to ASWs in the online onboarding documents. If at any time this program, or a portion of this program, is not available, the University will notify the ASWs.

ARTICLE XVII: INTELLECTUAL PROPERTY RIGHTS

A. As employees of the University, ASWs shall have the same intellectual property rights and obligations as other University employees under The New School Intellectual Property Rights Policy with respect to inventions, copyrightable works and other intellectual property created while working as an ASW except to the extent specifically modified by this Article. ASWs shall have the same intellectual property rights and obligations as other members of the University community, whether in the capacity as faculty, student or staff.

B. The ASW's immediate supervisor will communicate to ASWs the level of expected contribution and commensurate attribution. If an ASW's contribution changes, the immediate supervisor will reassess and communicate the terms of the attribution.

C. The University shall post its current Intellectual Property Policies on its website.

ARTICLE XVIII: SPACE AND EQUIPMENT

A. The University will provide ASWs with all supplies, materials, and/or software required by the department or program to perform duties related to their student employment. The University will not require an ASW to purchase job-related materials or equipment including copying expenses.

B. ASWs shall have access to appropriate printing and photocopying through their hiring unit unless otherwise specified for duties related to their student employment in conformance with the copyright laws and the University Copyright Materials Guidelines Policy.

C. If ASWs require an office to fulfill responsibilities (e.g. advising, meeting with students), access to an office or appropriate space will be provided. The Department or Program Office will accommodate requests to book additional space to the extent practicable. In addition, all ASWs appointed to TF positions shall have access to the Faculty Resource Center.

D. Kitchen Facilities: ASWs shall have access to the same or similar facilities as other faculty and staff in the department. Where no kitchen facilities exist, ASWs shall have access to kitchen facilities in a nearby space.

E. Spaces for Breastfeeding and Bathroom Equity

1. The University shall provide a reasonable amount of break time for an ASW to breastfeed a nursing child each time such ASW has need to do so. The University shall provide a space, other than a public bathroom, that is clean, shielded from view, and free from intrusion from co-workers and the public, in reasonable proximity to the nursing parent's work location which may be used to breastfeed including access to refrigerator storage space and will otherwise comply with all regulations pertaining to breastfeeding.

2. The University shall provide that all ASWs have adequate access to all gender bathrooms.

ARTICLE XIX: LEAVES OF ABSENCE

A. Pursuant to the New York City Paid Sick Leave Law, ASWs who meet the eligibility criteria will be entitled to accrue Sick Time at a rate of one hour for every 30 hours worked, up to a maximum of 40 hours of Sick Time per fiscal year (July 1-June 30). ASWs who do not meet the eligibility criteria will not be unreasonably denied a request for an unpaid leave of reasonable duration due to their own illness or that of a spouse or child. A reasonable duration in the case of any illness shall not be less than a total of five

(5) days in any academic year. Reasonable documentation may be required for an absence exceeding three days.

B. ASWs, assigned to semester long, course based assignments, will be entitled to one paid emergency absence of one class per semester or may use accrued NYC paid sick time, whichever is greater.

C. In the event of an ASW's illness for a period of five (5) days or longer, the parties recognize that it is the ASW's responsibility to notify their supervisor who will make alternative arrangements to cover the ASW's assignment.

D. ASWs shall have all rights provided by law for military and jury duty leave.

E. The University, pursuant to the New York state Paid Family Leave Program, will provide paid family leave to ASWs who meet the eligibility criteria under this law. ASWs who do not meet the eligibility criteria will not be unreasonably denied a request for an unpaid leave of absence to bond with a newly born, adopted or fostered child, care for a close relative with a serious health condition or assist loved ones when a family member is deployed abroad on active military service.

ARTICLE XX: TIMELINESS OF PAY

If an ASW is paid late, after receiving notice that they were successfully onboarded, the affected ASW has the right to immediately notify the Human Resources Office to request an explanation for late payment. Any such late payment that results from a situation beyond the control of the ASW will be addressed via pay card or direct deposit as agreed-upon by the ASW, and shall be processed as quickly as possible. Pay cards shall be issued no later than 5 business days from the date of the request, and direct deposits shall be made no later than 10 business days from the date of request.
If the ASW can demonstrate that they were paid late and incurred university-related late fees due to being paid late for reasons other than the ASW's failure to complete onboarding paperwork or time-sheets within the posted deadlines, they shall not have to pay such fees.

ARTICLE XXI: GENERAL COMPENSATION

A. Contingent upon a ratification vote, one (1) $300 signing bonus will be paid to any ASW who is a matriculated student in the Fall 2018 semester and who worked during the 2017-2018 academic year (i.e., beginning on or after September 1, 2017) or in Fall 2018.

B. Effective February 1, 2019, all ASWs shall be compensated, either hourly or by stipend, at the following hourly rates (2/1/19 hourly rate plus 2%).

Course Assistant: $16.32
Research Assistant: $20.40
Research Associate: $20.40*
Teaching Assistant: $30.60
Teaching Fellow: $40.80

Tutor (Generalist/Specialist): $19.38

*Research Associates may be compensated at an hourly rate higher than that specified for Research Assistant based on external funding.

C. General Wage Increases

Effective September 1, 2019, ASWs shall receive a general wage increase of 2%.
Effective September 1, 2020, ASWs shall receive a general wage increase of 2%.
Effective September 1, 2021, ASWs shall receive a general wage increase of 2%.
Effective September 1, 2022, ASWs shall receive a general wage increase of 2%.

D.

	2/1/19 Initial Rates	2/1/2019 (2% increase)	9/1/2019 (2% increase)	9/1/2020 (2% increase)	9/1/2021 (2% increase)	9/1/2022 (2% increase)
Course Assistant*	$16.00	$16.32	$16.65	$16.98	$17.32	$17.67
Research Assistant	$20.00	$20.40	$20.81	$21.22	$21.65	$22.08
Research Associate**	$20.00	$20.40	$20.81	$21.22	$21.65	$22.08
Teaching Assistant	$30.00	$30.60	$31.21	$31.84	$32.47	$33.12
Teaching Fellow	$40.00	$40.80	$41.62	$42.45	$43.30	$44.16
Tutor (Generalist/Specialist)	$19.00	$19.38	$19.77	$20.16	$20.57	$20.98

*Effective January 1, 2019, the hourly rate for Course Assistants will be $16.32 in compliance with January 1, 2019 New York City Minimum Wage Law)

**Research Associates may be compensated at an hourly rate higher than that specified for Research Assistant based on external funding.

ARTICLE XXII: HEALTHCARE REBATE

Healthcare: An ASW will be eligible to receive a discount on the student healthcare insurance premiums if he or she meets the following criteria:

A. The ASW must be enrolled in and pay for the University's Student Health Insurance Plan.

B. To receive the Tier 1 discount, an ASW must have worked at least an average of ten (10) hours per week (at least 150 hours per semester/session) in one (1) prior semester/session in unit position(s) as of or after Fall 2017; and work at least an average of ten (10) hours per week (at least 150 hours per semester/session) in unit position(s) in the semester in which the rebate is sought.

C. To receive the Tier 2 discount, an ASW must have worked at least an average of ten (10) hours per week (at least 150 hours per semester/session) in two (2) or more prior semesters/sessions in unit position(s) as of or after Fall 2017; and work at least an average of ten (10) hours per week (at least 150 hours in the semester/session) in unit position(s) in the semester in which the rebate is sought.

D. Tier 1 and Tier 2 discounts:

Effective February 1, 2019, ASWs shall receive a Tier 1 discount of 35% or a Tier 2 discount of 50%.
Effective September 1, 2019, ASWs shall receive a Tier 1 discount of 40% or a Tier 2 discount of 55%.
Effective September 1, 2020, ASWs shall receive a Tier 1 discount of 45% or a Tier 2 discount of 60%.
Effective September 1, 2021, ASWs shall receive a Tier 1 discount of 50% or a Tier 2 discount of 65%.
Effective September 1, 2022, ASWs shall receive a Tier 1 discount of 50% or a Tier 2 discount of 65%.

E. ASWs who meet the eligibility for the discount on student healthcare premiums as described above may also be eligible to receive up to a 10% discount for dependent coverage premiums from the Health Insurance Dependent Premiums Fund. The fund will be administered as described below:

1. A maximum of $10,000 will be made available for each academic year and shall be divided equally between the Fall and Spring semesters.
2. ASWs who purchase dependent coverage under the Student Health Insurance Plan, and provide proof thereof, may, during the subject semester, apply for up to 10% reimbursement of dependent coverage premiums. Actual reimbursement will depend on the number of applications and the funds allocated for that semester.
3. Unused funds, if any, will not carry over to a future semester.

ARTICLE XXIII: UNIVERSITY SERVICES FEE REBATE

In a semester that an ASW works at least an average of five (5) hours per week (at least 75 hours per semester/session) in unit position(s), the ASW will receive a 100% (currently $190) rebate of the University Services Fee.

ARTICLE XXIV: CHILDCARE

A. The provision of a childcare benefit shall be added as an agenda item for consideration by the Labor Management Committee.

B. If the University provides any form of childcare benefit to any other group of University employees during the lifetime of the Collective Bargaining Agreement, the University shall offer an equivalent childcare benefit to the Union.

ARTICLE XXV: UNION LEAVE

A. A maximum of five ASWs in any semester shall be granted up to one week paid leave of absence to attend union meetings, conferences, trainings and conventions.

B. The University shall compensate up to eight ASWs per academic year when appointed by the Union for representational purposes.

C. The above shall not exceed an annual (9/1 to 8/31) aggregate of:
Spring 2019: $22,500
September 1, 2019: $47,500
September 1, 2020: $50,000
September 1, 2021: $52,500, and will continue at that amount for each academic year thereafter.

ARTICLE XXVI: HEALTH, SAFETY, AND LABOR MANAGEMENT COMMITTEE

A. The University acknowledges an obligation to provide a safe, clean and healthy environment for its ASWs on the University's campus and in University-owned or controlled facilities, and agrees to do so in accordance with any and all applicable local, State, and Federal laws pertaining to occupational safety and health. If an ASW reasonably assesses that a workspace is unsafe, such ASW will contact their direct supervisor/department head, or Human Resources to express their concern and report they will be leaving the workspace, whether or not the space is owned or controlled by the University. If an immediate danger presents itself, the ASW may leave the workspace and thereafter will notify the University as noted above. In the event the ASW's assessment was unwarranted, the University reserves the right not to provide compensation for the period of time subsequent to leaving the workspace.

B. The University shall provide first aid kits; protective equipment, including safety glasses; information; and training for all ASWs in workplaces that involve the use of or exposure to hazardous materials or who work in a hazardous environment.

C. The University will provide as much advance notice as possible to ASWs likely to be affected by any asbestos removal projects and other hazardous chemical sprays, as defined by OSHA.

D. There shall be a Labor Management Committee which shall consider and make recommendations of matters of general importance to ASWs including: affirmative action, working conditions, health and safety, space and facilities and resources available to ASWs. The committee shall be appointed no later than February 1st for Spring 2019 and by October 1st every academic year thereafter, and shall comprise three [3] representatives of the University and three representatives of the Union. Either party may bring additional resource people to any meeting. The Chair for each meeting shall rotate between the University and the Union.

E. The Committee shall meet at least once per academic term (Fall and Spring) to discuss matters affecting ASWs covered by this Agreement and other related issues that are not the subject of an active grievance.

F. Either the University or the Union may call additional meetings of the Labor Management Committee as needed, including during the Summer session.

ARTICLE XXVII: DISCIPLINE AND DISCHARGE

A. The University shall have the right to discipline any ASW covered by this Agreement, up to and including discharge, for just cause. Except as otherwise expressly provided for in this Agreement, such disciplinary treatment shall be subject to the provisions of Article XXVIII (Dispute/Grievance and Arbitration Procedure).

B. Investigatory Leave: The University may place any ASW on investigatory leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty which, in the sole judgment of the University, warrants the immediate relieving of the ASW from all work duties and/or requires the removal of the ASW from the premises. Investigatory leave shall not be considered a form of discipline or corrective action. The University will immediately provide the ASW and the Union with written confirmation of the terms of the investigatory leave.

C. An ASW may have a Union representative present to represent or accompany the ASW in any discussion or meeting regarding the investigation or any potential discipline or discharge of the ASW.

D. Nothing in this Article is intended to discourage supervisors from engaging in non-disciplinary mentoring, guidance, or counseling and ASWs involved shall participate in such discussions or meetings.

ARTICLE XXVIII: DISPUTE, GREIVANCE, AND ARBITRATION PROCEDURE

A. 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. A prompt and efficient method of settling Disputes, as herein defined, is both desirable and necessary. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any Dispute is desirable.

B. An aggrieved ASW or the Union shall present a grievance within twenty (20) days of its occurrence or discovery. An ASW may be accompanied by a Union representative at any step of the grievance procedure, and an ASW may be accompanied by a Union representative at any investigatory interview which the ASW reasonably believes may result in disciplinary action.

C. Grievances alleging discriminatory harassment (including sexual harassment), as defined by published university policy and this contract on prohibited discrimination, discriminatory harassment, and sexual harassment must be filed within 365 days of the earliest date that the grievant had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance.

D. The following steps shall be followed in the processing of disputes/grievances:

1. Step 1. a. The ASW shall informally discuss the dispute/grievance with their immediate supervisor, e.g. the Chair of the department, or the Program Director of the department where employed, within twenty (20) days of its occurrence or discovery. In the event an individual ASW and the University settle a dispute without the written and express agreement of the Union, it will not create a precedent for the interpretation or application of this Agreement.

b. If the dispute/grievance is not adjusted satisfactorily within ten (10) days thereafter, the grievance may proceed to Step 2. Furthermore, while ASWs and the administration are encouraged to resolve disputes at Step 1, the ASW or Union may initiate a grievance at Step 2 provided it is so initiated within the twenty (20) days specified above.

2. Step 2. Disputes/grievances that proceed to Step 2 must be reduced to writing and sent to the Dean of the appropriate School or their designee within ten (10) days of the Step 1 response. The Dispute/Grievance must specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. The Dean or their designee shall meet with the grievant and the Union within ten (10) days of receipt of the written grievance. The Dean or their designee shall respond to the Union in writing within ten (10) days of the meeting, with a copy to the University's Labor Relations Office, and the Office of the Provost.

3. Step 3. A grievance not resolved at Step 2 may be appealed in writing within ten (10) days of the conclusion of Step 2 to the University's Grievance Committee, which shall consist of the representatives from University's Offices of the Provost, Human Resources and Labor Relations addressed to the Provost. The Grievance Committee shall meet with the grievant and the Union to discuss the grievance within ten (10) days of receipt of the written appeal. The Grievance Committee is not precluded from inviting other University representatives who are relevant to the grievance. The Grievance Committee shall respond to the Union in writing within ten (10) days of the meeting.

E. A grievance by the University will initiate at Step 3. A grievance by the University shall be in writing, addressed to the Union at its offices, within twenty (20) days of its occurrence or discovery, and shall specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. The Union shall respond in writing within ten (10) days of its receipt, and shall send a copy of its response to the Labor Relations Office.

F. Any dispute filed by the Union on behalf of two or more ASWs, or involving the disciplinary suspension or discharge of an ASW or a grievance against a Dean, may be initiated at Step 3. Additionally, as to any other dispute, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

G. Any disposition of a dispute/grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not be considered further subject to the Grievance and Arbitration provisions of this Agreement. Failure on the part of either party to address a grievance at any step shall not be deemed acquiescence thereto, and the grieving party may proceed to the next step.

H. A grievance not resolved at Step 3 may be taken to arbitration by the Union or the University within thirty (30) days of the conclusion of Step 3. The time within which a party may take a grievance to arbitration is of the essence. A party shall take a grievance to arbitration by giving notice to that effect,

with a copy to the other party. The arbitrators shall rotate from the following panel, in the following order: Barbara Deinhardt, Daniel Brent, Lisa Charles, and Martin Scheinman. Should there be a vacancy on the panel, the University and Union shall mutually choose a substitute. If they cannot agree on a substitute within thirty (30) calendar days of a vacancy, they will choose a substitute by alternately striking names from a list of twelve (12) arbitrators submitted by the American Arbitration Association until one name remains, who will fill the vacancy.

I. The arbitration shall be in accordance with the procedures of the Labor Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, the arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article, and shall have no 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 ASW, the Union and the University. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the Union and the University.

J. If an ASW must miss other work assignment because they are required to attend an arbitration, there will be no loss of wages for that ASW. If the University subpoenas an ASW to appear at an arbitration and they lose wages from another employer, the University will reimburse that ASW their lost wages upon presentation of proof documenting such losses.

K. The time limits provided for in this Article shall not include Saturday, Sundays or University holidays. All time limits herein may be extended by mutual agreement.

ARTICLE XXIX: MAINTENANCE OF BENEFITS

A. All benefits to employees, attributable to the ASW positions held and which are set forth in written University policy heretofore existing, shall be continued unless discontinued or modified by terms of this Agreement or by other written agreements between the University and the Union.

B. Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:

1. A consistent and ascertainable course of conduct.
2. Engaged in for some reasonable length of time.
3. Of which the Union and Human Resource, or Provost Office are aware.
4. Which does not vary the express, written terms of this Agreement.
5. Which is in respect to a given set of specific circumstances and conditions.

ARTICLE XXX: CONFORMITY TO LAW – SAVINGS CLAUSE

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 is found to be invalid because of conflict with applicable

federal, state or local law, such invalidity shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE XXXI: NO STRIKE, NO LOCKOUT

A. The Union agrees that it will not, nor will it permit any member of the bargaining unit to call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work. Any ASW engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge.

B. In the event that any ASW violates the foregoing provisions, the Union shall immediately use every means at its disposal to get ASWs who participate or engage in any such action to return to work, including the distribution to the employees 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's 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.

C. The University agrees that it shall not lockout any of the ASWs covered by this Agreement

ARTICLE XXXII: ENTIRE AGREEMENT

The University 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 unequivocally waives the right and 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 except individual ASW appointment letters issued pursuant to this Agreement, and may not be modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

ARTICLE XXXIII: TERM OF AGREEMENT AND TERMINATION AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect from September 1 , 2017 to and including August 31, 2023, and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) days thereafter. The parties acknowledge that ratification of

this Agreement by members of the collective bargaining unit, and the Administration, occurred in or about December, 2018 and, as such, the parties agreed to effectuate the obligations of this Agreement upon the commencement of the Spring, 2019 academic semester, or as otherwise set forth herein.

Signatories:
For the Union:

Emily Barnett
President ACT-UAW Local 7902

1/17/19
Date

Beverley Brakeman
Director UAW Region 9A

1/17/19
Date

Angela Butel
Bargaining Committee SENS-UAW

1/17/19
Date

Zoe Carey
Bargaining Committee SENS-UAW

1/17/19
Date

Michael Dobson
Bargaining Committee SENS-UAW

1/23/19
Date

Cagla Orpen
Bargaining Committee SENS-UAW

1/17/19
Date

Kevin Rice
Bargaining Committee SENS-UAW

11/17/19
Date

Jonas Voigt
Bargaining Committee SENS-UAW

11/17/19
Date

For the University:

Geycel Best, Director, Labor Relations

1/17/19
Date

Loretta Ferrari, Assistant Vice President for Budget Planning

1/23/19
Date

Jin Kim, Vice Provost for Academic Planning & Administration

1/17/19
Date

Keila Tennent
Associate General Counsel & VP, Labor Relations

11/17/19
Date