

**MEMORANDUM OF AGREEMENT
BETWEEN
NEW YORK UNIVERSITY
AND
LOCAL 2110, UAW**

May 14, 2021

ARTICLE II – BARGAINING UNIT INFORMATION

Amend Section A to include the *italicized* language:

A. The University will provide to the Union a list of all graduate employees, including name, address, home telephone number, email address, gender, race, school, department (enrolled and employed), payroll code if any, term of appointment, job title, compensation and date of hire as soon as reasonably practicable, but within (30) days of the start of the semester, *and thereafter once a month until the end of the semester.*

ARTICLE IV – TERMS OF APPOINTMENT ON GRADUATE EMPLOYEES

Replace Section A with the following:

Effective Fall 2021, the University shall provide appointment letters for semester appointments beginning twenty-one (21) days in advance of the beginning of the semester. Such letters shall include key terms of the appointment, including title of appointment, compensation, start and end dates, job responsibilities, expected number of hours per week, as well as other relevant terms and conditions as may be established by the Department or Program. Where positions for the semester become available later than 21 days in advance of the beginning of the semester, the University shall provide appointment letters as soon as possible after hiring decisions are made, but no later than the first business day after the start of their on-site responsibilities.

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ARTICLE XI – HOLIDAYS/VACATION

Replace Section B with New Section B: Vacation

Beginning fall 2020, a graduate employee who holds a bargaining unit eligible appointment in one semester in an academic year and who has a semester-based appointment will be eligible for a service bonus for every academic semester worked after meeting the one-semester bargaining unit eligibility requirement. The service bonus shall be in the amount of 7% of the total amount earned by the graduate employee in the semester just completed. The service bonus will be paid after the completion of the semester. This will be pay in lieu of vacation.

Beginning Spring 2021, for those graduate employees whose appointments are not based on a semester and are hourly appointments, such graduate employees shall accrue one (1) vacation day for every four (4) consecutive weeks worked. Any accrued vacation days not used by the end of the graduate employee's appointment shall be paid after the appointment end date. A "vacation day" for purposes of this article shall equal 5% of the hours worked for the previous four (4) weeks combined.

ARTICLE XII – LEAVE OF ABSENCE

Amend Section A as follows:

The University will not unreasonably deny a graduate employee's request for a paid leave of reasonable duration due to the graduate employee's illness or spouse's or child's illness, religious observance or for bereavement due to the death of a parent, child, spouse, domestic partner, sibling or grandparent. A reasonable duration in the case of any illness shall not be less than a total of **seven (7) days** in any academic year, **and in the case of bereavement shall be up to three (3) days in an academic year**. Reasonable documentation may be required for an absence exceeding three days. **Illness leave may also be used for "safe leave" as defined by applicable law. Graduate employees shall receive three (3) paid personal days in an academic year (which can be used for religious observance or other matters such as visa/immigration proceedings).** The provisions of the New York City Earned Safe and Sick Time Act (Local Law 46 of 2013, as amended) are waived. **It is specifically acknowledged that the benefits/paid days off provided under this Agreement are comparable to, and therefore in lieu of, paid sick leave provided under Section 196-b of the New York Labor Law.**

- **New Section G. Parental Leave**

Eligibility: Graduate employees who have worked in bargaining unit appointments for one semester preceding the commencement of the parental leave.

Parental leave entitlement: Parental leave consists of up to six (6) weeks of paid leave in a 12 month period at the graduate employee's regular weekly pay to bond as a parent with their newborn child, newly adopted child, or new foster care child. An eligible graduate employee must take parental leave within 12 months following the birth of their newborn child, or within 12 months of when a child is placed in their adoptive care, foster care, or legal custody.

Parental leave must be taken on a continuous basis and cannot be taken intermittently or on a reduced schedule.

ARTICLE XIV - NON-DISCRIMINATION

Amend Section B to include the language in italics:

B. Any grievance claiming a violation of this Article may be initiated at Step 3 of the grievance procedure. *The time limit for a graduate employee or Union to present a grievance provided in Article XX.B., i.e., within fifteen (15) days of its occurrence, shall not apply to grievances filed under this Article XIV.*

Amend Section C. replacing the current language with the following: "The University commits to comply with its Non-Discrimination and Anti-Harassment Policy and Complaint Procedures for Employees. This policy will be prominently posted."

Equity & Inclusion

Add the following to the Agreement:

The University commits to comply with the University's Affirmative Action and Equal Employment Opportunity policy statement.

Access and Accommodations

- The University commits to comply with its reasonable accommodation statements found on the Office of Equal Employment Opportunity webpage.
- Upon request from a graduate worker with a disability, the University shall engage in an interactive process and will provide reasonable accommodation, absent undue hardship, to enable the graduate worker to perform the essential functions of their job, consistent with state, federal and local law as well as the University's policies.

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ARTICLE XVII – COMPENSATION

Section B - Hourly Positions

<u>Effective</u>	<u>Hourly Rate</u>
September 1, 2020	\$26.00
September 1, 2021 -	\$26.75
September 1, 2022 -	\$27.50
September 1, 2023 -	\$28.25
September 1, 2024 -	\$29.00
September 1, 2025 -	\$30.00

Graduate employee positions carrying higher rates shall receive the percentage increases set forth in the appendix.

Delete Section C (One-time payments for 2013-2015)

Section C – Research Assistants

(Move Section D – Research Assistants to Section C)

Increases as follows:

September 1, 2020 -	5.0%
September 1, 2021 –	2.5%
September 1, 2022 –	2.5%
September 1, 2023 –	2.5%
September 1, 2024 –	2.5%
September 1, 2025-	2.5%

Appendix:

Increases by at least the following minimum percentages per academic year:

2020-2021:	3.0%
2021-2022:	3.0%
2022-2023:	2.75%
2023-2024:	2.75%
2024-2025:	3.0%
2025-2026:	3.0%

ARTICLE XVIII – HEALTH INSURANCE

Section B: Add following sentence

Effective September 1, 2021, for the graduate employees not eligible for the provision of the above paragraph A, the University will provide its student health insurance plan, either Basic Plan – Individual Coverage or Comprehensive Plan – Individual Coverage, at 5% of the applicable premium rate.

Section D. Graduate Employee Student Health Insurance Dependent Premium Support Plan

The Plan will be funded as follows:

Academic Year 2020-2021 - \$200,000

Academic Year 2021-2022 - \$225,000

Academic Year 2022-2023 and thereafter - \$250,000

The funds for each academic year shall be divided equally between the Fall and Spring semesters. Unused funds, if any, at the end of the academic year will carry over into the next academic year, and be divided equally between the Fall and Spring semesters.

The Fund will provide reimbursement of up to 90% of dependent coverage premiums for dependent care coverage purchased by a graduate employee under either the Basic or Comprehensive Student Health Insurance Plan.

Actual reimbursement will depend on the number of applications and the funds allocated for that semester.

Due to matters related to COVID-19, graduate employees who had appointments in Spring 2020 and Summer 2020 may apply for reimbursement of dental care expenses incurred between March 11, 2020 and August 31, 2020 from unused funds from Academic Year 2019-2020. Actual reimbursement will depend on the number of applications and the funds available.

New Section to be added: Add following language: The University shall notify the Union of any changes to the student health plan(s) no fewer than 30 days before changes take effect, where practicable.

New Section E – Graduate Employee Health Insurance Support Fund

E. Effective September 1, 2021, the University shall establish a Graduate Employee Health Insurance Support Fund in the amount of \$300,000 for Academic Year 2021-2022. The Fund shall increase to \$350,000 for Academic Year 2022-2023, \$400,000 for Academic Year 2023-2024, \$450,000 for Academic Year 2024-2025, and \$700,000 for Academic Year 2025-2026. Graduate employees may apply for reimbursement of any out-of-pocket medical expenses (as defined by Internal Revenue Service regulations) that they incurred under the Student Health Insurance Plan, and out-of-pocket dental care expenses incurred for services under the Student Plan.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

Unexpended funds may be rolled over to the next academic year, but the total rollover allowed in any academic year cannot exceed 100% of fund amount of the prior academic year.

ARTICLE XVIII – CHILD CARE

The University will increase the allocation from \$100,000 to \$200,000, for the calendar year beginning January 1, 2021 and thereafter to \$225,000 for calendar year 2022, to \$250,000 for calendar year 2023, to \$275,000 for calendar year 2024, to \$300,000 for calendar year 2025, and \$325,000 for calendar year 2026 to provide a child care subsidy to bargaining unit employees. The child's age eligibility requirement may be expanded but in no event shall that change the fund amounts allocated per year.

New section to be added regarding enhanced family support benefits:

Effective beginning Fall 2021, graduate employees shall have access to Bright Horizons Enhanced Family Supports benefits, which includes, but is not limited to, a free membership to Sittercity.com.

International & Immigrant Worker Issues

New Article: Accounting and Legal Assistance Fund

Effective September 1, 2021, the University shall establish an International Graduate Employee Accounting and Legal Assistance Fund in the amount of \$10,000 for Academic Year 2021-2022. The Fund shall increase to \$12,000 for Academic Year 2022-2023, \$15,000 for Academic Year 2023-2024, \$18,000 for Academic Year 2024-2025, and \$20,000 for Academic Year 2025-2026.

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Graduate employees who are resident or non-resident aliens for tax purposes may apply for reimbursement from the fund of any out-of-pocket tax-related and legal expenses.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to approval by the University.

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.

New Section: The University will agree to have three (3) meetings in an academic year with representatives from the union, Office of Global Services, University Human Resources, and Wasserman to address improving the quality of the experience of international graduate employees.

New Article- Group Legal Plan

Effective September 2022, graduate employees shall be eligible to enroll in the group legal plan offered to other University employees at the same rate, currently \$16.50 per month.

ARTICLE XXVI - Term of Agreement

September 1, 2020 – August 31, 2026

SIDE LETTERS

Side Letter regarding Health & Safety Committee

As a result of discussions and issues raised during negotiations, the Union and the University agree to convene the health and safety committee in Article XIII.B. within six (6) months of ratification of the agreement to discuss matters relating to health and safety in the workplace, specifically graduate employees' concerns regarding the presence of law enforcement (NYPD) and graduate employee workplace safety. The committee shall meet at least three (3) times on this subject. The committee shall consist of five (5) representatives appointed by the Union and the University, respectively.

Side Letter re Power-Based Harassment

The University is committed to ensuring a workplace free from abusive or intimidating behavior. Accordingly, within six (6) months after the ratification of this Agreement, the University shall convene an advisory committee made up of two Union representatives and two University representatives to discuss issues surrounding power-based harassment. The committee may make recommendations to the University regarding addressing complaints about power-based harassment. The committee shall meet up to four (4) times an academic year at the request of the Union.

Side Letter

In exchange for the union withdrawing its proposal on maintenance of infertility treatment coverage, the University will explore the addition of coverage of benefits provided by the 2020 NYS Infertility Mandate to the student health plan. For clarification, the University will explore with Wellfleet what additional services could be offered, and what that additional impact would be to the cost of the SHIP for all students. For purposes of clarity, this does not obligate the University or Wellfleet to provide any specific services in the SHIP in the future. The decision whether to add infertility treatment is in the sole discretion of the University. SHIP plan design and coverage will not be a subject addressed in the Agreement, and will be discussed outside of the CBA. The University shall provide an update in time for the 2022-2023 academic year.

Side Letter regarding protections for international and immigrant workers

NYU commits to the following policy that:

- a. NYU shall comply with all applicable laws regarding the protection of the privacy of all members of the NYU community.
- b. 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.
- c. NYU shall not voluntarily allow representatives of any governmental agency to enter NYU buildings without permission or legal process.
- d. 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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SUBJECT TO RATIFICATION:

NEW YORK UNIVERSITY

Sandi F. Duh
Associate General Counsel
and Director of Labor Relations

INTERNATIONAL UNION, UAW

LOCAL 2110, UAW

Amal Gill

and

~~Amal Gill~~

Chun Wang

Malik

Neil

Nikolai

James

Maida Rozuski

SUBJECT TO RATIFICATION:

NEW YORK UNIVERSITY

INTERNATIONAL UNION, UAW

Hyacinth Blanchard
 HYACINTH BLANCHARD
 Sub-Regional Director, 9A
 International Union, UAW
 LOCAL 2110, UAW

SIDE LETTER

BETWEEN


NEW YORK UNIVERSITY AND LOCAL 2110 UAW

This side letter is to confirm that "creed" will be added as a protected classification to Section A of Article XIV (Non-Discrimination) of the collective bargaining agreement ("CBA") between New York University ("NYU") and UAW Local 2110. Accordingly, the clause will hereinafter read as follows:

Article XIV, Section A

There shall be no discrimination against present or future employees by reason of race, religion, creed, color, national origin, citizenship, sex, sexual orientation, gender identity and expression, age, disability, marital or parental status, veteran status, union activity or any 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 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.

Agreed to this 28 day of February, 2024.

By: 
Daniel L. Saperstein
Associate General Counsel
Chief Labor Counsel

By: 
Olga Brudastova
President, Local 2110, UAW