

NEW YORK UNIVERSITY PROPOSAL

TO

CFU-UAW

March 23, 2026

This Article Will Replace the Grievance Procedures in the Faculty Handbook for Bargaining Unit C-Faculty.

Changes to NYU's 3/21/26 proposal are in **bold** and ~~striketrough~~.

This is a package proposal of the University's proposals on Appointment and Reappointment, Promotion and Grievance and Arbitration. These proposals are presented as a package, and the offer is contingent on agreement on all proposals contained in the package.

GRIEVANCE AND ARBITRATION PROCEDURE

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.

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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

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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 [X] (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 X [Appointment and Reappointment] and promotion under Article X [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.
 - ~~7.6.2. The Arbitrator may not direct that a Contract Faculty Member be reappointed or promoted.~~
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.

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