NYU | ARTS & SCIENCE

[INSERT DEPARTMENT]
as.nyu.edu

DATE
NAME, N Number
ADDRESS
ADDRESS

Dear NAME:

We are pleased to confirm your appointment as an adjunct faculty member in the Department of _____, for the School of Arts and Science at New York University. The Director/Chair of your program/department is _____ and your supervisor is ___.

Your appointment is as follows:

[LIST COURSES/SECTIONS INDIVIDUALLY]
Semester/Academic Year: (Semester) (Academic Year)
Course(s): (Course Number) (Course Name)
Scheduled Course Meeting Day and Time: (Day and Time)
Expected Number of Contact hours: (Expected number of contract hours)
Rate per Contact Hour: (Rate per Contact Hour)
Category of Compensation: (Select one:
Article XVIII, D.1.a – Credit Course in Degree Program – Lecture, Laboratory, and Seminar Courses
Article XVIII D.1.b – Performing/Studio Arts Instruction
Article XVIII, D.1.c – Individual, Group or Ensemble Lessons
Article XVIII, D.1.e – Non-Credit Course
Article XVIII, J – Clinical Instruction)
Scheduled Number of Course Credits: (Scheduled number of course credits)

To check the expected enrollment cap and expected teaching modality, go to NYU Home, click on the Academics tab, and then click on the Albert tile. Log into Faculty Center. Select the Class Roster for the course. Under the Class Meetings Information drop down, check "Instruction Model" for the expected teaching modality and "Enrollment Capacity" for the expected enrollment capacity.

Your compensation is payable in semi-monthly installments, on the first and the fifteenth of the month, and is subject to appropriate tax withholdings.

This appointment is subject to change due to insufficiency of registration course cancellation or changes in curriculum.

All employees are required to enroll in and complete the course entitled "OEO 150: NYU Sexual Harassment Prevention Training" on an annual basis. You can register for this course through the NYU iLearn portal.

Please note that there is a collective bargaining agreement in effect between NYU and ACT-UAW Local 7902 of the International Union, UAW, which governs the employment of certain adjunct and part-time faculty at NYU. Article I of the collective bargaining agreement sets forth those positions that are bargaining unit eligible. Article XV, pages 37-38 of the collective bargaining agreement addresses sick and safe leave. A copy of the agreement can be found on NYU's website at www.nyu.edu/hr/adjunct/adjunct.html.

We wish to point out that adjunct and part-time faculty who are covered by the collective bargaining agreement must pay either union dues or an agency fee to the union and that this payment obligation is a condition of continued employment at NYU.

In accepting this appointment, you agree to abide by all NYU policies in effect from time to time, including but not limited to NYU's non-discrimination and anti-harassment policies, conflicts of interest policies and intellectual property policies. These policies can be found on the NYU website: http://www.nyu.edu/

Sincerely yours,

YOUR
NAME TITLE

ACT-UAW Local 7902

New York University Adjunct Faculty & The New School Part-Time Faculty,

Student Workers, and Health Service Employees

212-432-2120 *phone*
212-432-2125 *fax*
350 West 31th Street, Suite 401
New York, New York 10001
www.actuaw.org
mail@actuaw.org

Greetings!

You are teaching at an institution where the adjunct faculty have unionized, and we are writing to you today as representatives of your union. For over twenty years, adjunct faculty at NYU have come together to improve our teaching conditions and student learning conditions as members of ACT-UAW Local 7902. At Academics Come Together (ACT), an amalgamated local of the United Auto Workers (UAW), adjunct faculty are covered by a **contract** which we have collectively bargained for higher wages and improved benefits and working conditions.

To become a member, fill out this digital card. Please include your n-number at the top of your application (that's the Univ ID located at the back of your NYU ID card). There are two places on the card to sign and become a member. Digital signatures will be accepted. Email your completed application to our union administrator mail@actuaw.org and our Unit Chair David Palmer at nyu@actuaw.org.

Alternatively, you may print out the card that's included in this email with your appointment letter and mail your letter to the address located in the letterhead.

You are eligible to join our union if you teach 40 or more hours of instruction in one or more courses per academic year or 75 contact hours of individualized instruction or tutoring during a semester. Adjunct faculty who are covered by the contract must pay either union dues or an agency fee to the union as a condition of continued employment at NYU. Your dues are 1.44% of your gross wages and are retroactive to the beginning of the academic year (which begins in September). There is also a one-time initiation fee of $50. As a member of our union you will be able to vote in leadership elections, attend union meetings, run for union office, and participate in bargaining our next contract. If you have any questions about your union eligibility, please reach out to either of us via our email addresses in the signature blocks below. After signing your union membership card, we strongly encourage you to organize with us and join in the fight for workers' rights at NYU! To learn about opportunities to get involved, email David Palmer at nyu@actuaw.org.

Your participation in your union makes the adjunct faculty and NYU communities stronger. Please join now if you haven't already.

In Solidarity,

David Palmer
NYU Unit Chair ACT-UAW Local 7902
nyu@actuaw.org
https://www.nyuadjunctsunion.com

Jaclyn Lovell
President, ACT-UAW Local 7902
president@actuaw.org
https://actuaw.org

NO POSTAGE
NECESSARY
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IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 7774 NEW YORK NY
POSTAGE WILL BE PAID BY ADDRESSEE

ACT-UAW LOCAL 7902
350 W 31ST ST STE 401 NEW YORK NY 10117-2087

Please fold here

NYU
ACT-UAW
Local 7902

Please fold here

SPECIAL OFFICIAL APPLICATION FOR MEMBERSHIP
INTERNATIONAL UNION, UAW d/b/a ACT-UAW

ACT-UAW Local 7902
NYU Unit

N#

Name Address

City State

Telephone Email Address Zip

School Department Years employed

☐ *Yes! I want to get involved in building a stronger Union!*

☐ I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and I hereby revoke every selection or designation which in any manner may heretofore have been made by me, or any other representative for any of such purposes.

I pledge my honor, while a UAW member, to faithfully observe the Constitution and laws of the Union and the Constitution of the United States; to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of this Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct
myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE

CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Applicant's Signature Date

AUTHORIZATION FOR CHECK-OFF DUES TO NEW YORK UNIVERSITY

I hereby assign to Local Union 7902 International Union, UAW, from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the Financial Offcer of said Local Union 7902 may certify as due and owing from me as member- ship dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the University and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be au- tomatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the University and the Union, whichever shall be shorter, unless written notice is given by me to the University and the Union, not more that twenty (20) days and not less than ten (10) days prior to the expiration of each period
of one (1) year, or of each applicable collective agreement between the University and the Union
whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Print name Date of Signature

Signature

ARTICLE XV - HEALTH AND SAFETY; PAID SICK AND SAFE LEAVE

A. The University shall make reasonable attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties. The University 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. For avoidance of doubt, there will be no retaliatory disciplinary action (as discipline is defined in Article XVII) against any adjunct faculty member for the good faith reporting of any suspected violation of this subparagraph, even if the reporting ultimately proves to be without merit. An adjunct faculty member may be subject to disciplinary action if shown to have knowingly filed a false report.

B. Adjunct faculty shall comply with all University directives, policies or procedures concerning workplace health and safety.

C. At least two University 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

including, but not limited to, environmental health and safety policies and procedures; occupational health policies and procedures; 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.

D. Paid Sick and Safe Leave

This section sets forth the paid sick and safe leave (collectively, "sick leave" or "sick days") available to adjunct faculty.

1.) **Uses/Number of Sick Days.** Sick leave for adjuncts 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). An adjunct may use up to seven sick days during the course of an academic year, subject to the following semester/term limits. An adjunct may use no more than four sick days during the fall semester, three sick days during J-term, four sick days during the spring semester, or three sick days during the summer semester, provided that the adjunct has sick days available during that semester or

term. The sick days available to an adjunct during a semester or term will be available as of the first day of the semester or term.

The current practice will continue where an adjunct may make up a class at a later date in lieu of using a sick day.

2.) **Notification.** In the case of needing to take a sick day, the adjunct should notify their school's HR department and their academic chair or director as soon as reasonably possible that they will not be able to teach a class session. An adjunct may also be required to log into the University's time and absence recording system and select the applicable sick leave code.

3.) **Waiver/Acknowledgment.** In light of the foregoing, 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 the benefits/paid days off provided herein are comparable to, and therefore in lieu of, paid sick leave provided under Section 196-b of the New York Labor Law.

NY Code - Section 3002: Oath to Support Federal and State Constitutions

Section 3002 of the Education Law of the State of New York, as amended, requires in part that any United States Citizen employed as a teacher within the state sign an oath or affirmation to support the Constitutions of the United States and of the State of New York, this oath or affirmation to be administered by a notary or an authorized school official; *or,* alternatively, that a statement ("amended oath") to the same effect be signed by the person concerned and returned for filing with the records of the institution.

The form below is the alternative statement.

PRINT (Last Name) (First Name) (Initial)

Amended Oath to Support Constitution

I do hereby pledge and declare that I will support the Constitution of the United States of America and the Constitution of the State of New York, and that I will faithfully discharge the duties of the position according to the best of my ability.

_____

(Signature of teacher)

(Teacher's address)

_____

Date