

NEW YORK UNIVERSITY PROPOSAL

TO

CFU-UAW

March 31, 2025

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

*Changes to NYU's 1/17/25 proposal are in **bold** and ~~striketrough~~.*

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 ~~fifteen~~ **(20)** days of its occurrence or such grievance shall be deemed waived by the Contract Faculty Member and the Union. A Contract Faculty Member shall be accompanied by a union representative at each step of the grievance procedure.
3. The steps set forth below will be followed in the processing of grievances:

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

Step 2. Grievances appealed to Step 2 shall be reduced to writing and sent to the Dean of the appropriate school or their designee, with a copy to the appropriate Department Chair and ~~the University's~~ **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 ~~University's~~ Office of Employee Relations.

NYU reserves the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to NYU. Any tentative agreements reached between the parties shall remain tentative and subject to the parties' final agreement on a collective bargaining agreement and ratification by the CFU-UAW bargaining unit membership.

Step 3. A grievance not settled in Step 2 may be appealed in writing to the Office of Employee Relations within ~~ten (10)~~ **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. ~~The University~~ **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 ~~the University's~~ **NYU's** grievance within five (5) days.
5. 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.
6. 6.1. If either party is not satisfied with the Step 3 response, the grievance may be taken to arbitration by ~~the University~~ **NYU** or the Union within thirty (30) days of the Step 3 response. The time within which a party may request arbitration is of the essence. A party shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to the other party. The selection of the Arbitrator shall be from panels submitted in accordance with the rules of the American Arbitration Association. The arbitrator shall be a member of the National Academy of Arbitrators.

6.2. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in paragraph **A 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, ~~the University~~ **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. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by ~~the University~~ **NYU** with respect to ~~the University's~~ **NYU's** exercise of management or academic rights under Article [X] (Management and Academic Rights)¹ of this **Agreement**.
8. **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.**

¹ ~~The University~~ **NYU** intends to make a Management Rights proposal and this is subject to such proposal.

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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.
10. 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.
11. Reappointment and Promotion (for faculty positions):
 - 11.1 Grievances related to reappointment and promotion for faculty positions are limited to claimed violations that ~~the University~~ **NYU** did not follow applicable process or procedures (i.e., the procedures used to reach the decision were improper, or that the case received inadequate consideration); or that the decisions violated the academic freedom of the Contract Faculty Member in question, in which case the burden of proof falls to the Contract Faculty Member.
 - 11.2 A school's, college's, or institute's decision to not undertake the reappointment process where a position is to be eliminated at the end of the contract term and there is no similar position open is not the basis for a grievance.
 - 11.3 In addition to paragraphs ~~F-2~~ **6.2** and ~~G~~ **7** above, arbitrations concerning reappointment and promotion grievances for faculty positions shall be subject to the following:
 - 11.3.1 The Arbitrator has no authority to substitute their judgment for another body or responsible individuals in the area of professional evaluation.
 - 11.3.2 The Arbitrator does not judge the professional merits of the case and, thus, is not empowered to decide any grievance on the basis of their own judgment as to whether an individual Contract Faculty Member merits reappointment or promotion.
 - 11.3.3 The Arbitrator may not direct that a Contract Faculty Member be reappointed or promoted.
12. A Contract Faculty Member cannot grieve the failure to receive an appointment or reappointment to an administrative position, or discharge from an administrative position.

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