



**LETTER OF UNDERSTANDING #2  
BETWEEN THE NEW SCHOOL AND UAW LOCAL 7902, AFL-CIO**

Dear Vice President of Human Resources Sonya Williams,

**This Letter serves to reduce to writing a proposal made on January 26th 2024, by the Union towards the first successor collective bargaining agreement between The New School and SENS-UAW Local 7902.**

The Parties Tentative Agreements include:

- 1) The Successor Tentative Agreement will include the contract language for Article VI (MEETING SPACE) as provided by the Employer proposal for the article made on January 10th, 2024.
- 2) The Successor Tentative Agreement will include contract language for Article X (MANAGEMENT RIGHTS) as provided by the existing contract language in the September 1, 2017- August 31, 2023 CBA.
- 3) The Successor Tentative Agreement will include contract language for Article XVIII (SPACE AND EQUIPMENT) as provided by the existing contract language in the September 1, 2017- August 31, 2023 CBA.
- 4) The Successor Tentative Agreement will include the contract language for Article XI (ACADEMIC STUDENT WORKERS RIGHTS AND RESPONSIBILITIES) as provided by the Employer proposal for the article made on January 10th, 2024.
- 5) The Successor Tentative Agreement will include the contract language for Article XXVI (HEALTH AND SAFETY) as provided by the Employer proposal for the article made on July 17th, 2023.
- 6) The Successor Tentative Agreement will include the contract language for Article XXXI (LABOR MANAGEMENT COMMITTEE) as provided by the Employer proposal for the article made on July 17th, 2023.

**The Parties indicate their agreement to the terms outlined in this letter and they are fully authorized to enter into and execute these Tentative Agreements by signing this document.**

**For The Employer**

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Sonya Williams, The New School Vice President of Human Resources

**For The Union**

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Zoe Carey, UAW Local 7902 President

## **ARTICLE VI: MEETING SPACE**

A. The University will facilitate the scheduling of one Union meeting per term, up to 3 per year, subject to space availability. The Union shall submit its requests for space with the Office of Employee and Labor Relations. Such requests for space shall indicate the type of space requested (e.g., classroom, auditorium), desired room capacity, date and time requested, and two alternate dates and times in the event the first-indicated date and time cannot be accommodated. The request for space shall be submitted as soon as reasonably practicable, but no less than four (4) weeks prior to the earliest date the Union requests to reserve the space.

B. The University will make its best efforts to respond to space requests made pursuant to this Article within two (2) weeks after the date of the request.

C. Beginning in Fall 2024, in addition to the meeting request procedures described above, the Union shall be granted permission to request additional space up to three (3) times per semester in accordance with all space reservation policies and procedures applicable to independent student groups managed by Student Success and Engagement.

D. The Union agrees that all applicable Community Guidelines shall be followed in the utilization of the space.

## **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, location, and/or modality of assigned duties may not be changed by an ASW without prior notification to and approval by the appropriate supervisor. Similarly, an ASW shall notify and obtain approval from a supervisor before scheduling any make-up work. The supervisor designee will respond in a timely manner to ASW requests for a change in time, location, or modality.

1. In the event that an ASW is unable to conduct work assignments as scheduled, he/she/they shall notify his/her/their supervisor as soon as possible and discuss all pertinent issues, including whether the assignment should be conducted as scheduled with a substitute or rescheduled and conducted by said ASW – such notification shall be called an “Absence Plan.”

An “Absence Plan” may contain alternate methods of work assignment delivery, including identifying an appropriate substitute to cover the regularly scheduled work assignment during its regularly scheduled day/time; or scheduling a make-up session for the work assignment as appropriate during the effective dates or duration of an ASW’s work appointment.

2. In some instances, it may be appropriate for an ASW to propose an alternative modality of work assignment, or to propose scheduling a make-up session(s) outside of the ASW’s effective dates or duration of an ASW’s work appointment.

3. All terms outlined in the Absence Plan are subject to approval by the ASW’s supervisor.

D. The University will notify the university community, including ASWs, per the university’s inclement weather policy of local inclement weather conditions that may impact personal safety when commuting to and from campus. In the absence of such notification, any requests from an ASW for a change to the time or location of assigned duties shall be directed to and approved by the appropriate supervisor.

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

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

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

## **ARTICLE XXVI: HEALTH AND SAFETY**

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.

## **ARTICLE XXXI: LABOR MANAGEMENT COMMITTEE**

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 by October 1st every academic year, and shall comprise three [3] representatives of the University and three [3] 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.

B. 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.

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