

COLLECTIVE BARGAINING AGREEMENT

Between

THE NEW SCHOOL

and

STUDENT EMPLOYEES at THE NEW SCHOOL, SENS-UAW, LOCAL 7902

and

THE INTERNATIONAL UNION, UAW

September 1, 2023 to August 31, 2026

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Agreement made effective the 1st day of September, 2023, between The New School, hereinafter termed the "University" or "Employer", and Student Employees at the New School, SENS-UAW, Local 7902 and The International Union, UAW, hereinafter termed the "Union" or "Academic Student Workers" or "ASW", wherein it is mutually agreed as follows:

ARTICLE I: RECOGNITION

- A. Pursuant to the Certification of Representative, issued by the National Labor Relations Board in The New School and Student Employees at The New School, SENS-UAW, Case 02-RC-143009, the University recognizes the Union as the sole and exclusive bargaining agent for all student employees who provide teaching, instructionally-related or research services, including Teaching Assistants (Course Assistants, Teaching Assistants, Teaching Fellows, Student Assistants 3 at the Parsons School, and Tutors) and Research Assistants (Research Assistants and Research Associates).
- B. All others employed by the University, including Student Assistants 3 at schools other than Parsons, guards, and supervisors as defined in the National Labor Relations Act, shall be excluded from this Agreement.

ARTICLE II: BARGAINING UNIT INFORMATION

- A. The University will provide on August 1, December 1, and April 1, a contact list of all ASWs who have been offered work in the unit for the next semester pursuant to Article XII, Section C of this Agreement (Hiring and Onboarding). This list will include the following directory information available for ASW contact information: name, home address, home and cell telephone number and New School e-mail address. The University agrees to provide an updated contact list to the union after the above listed dates on a bi-weekly basis.
- B. On or before thirty (30) days after the first day of classes each semester and summer, the University will provide a detailed report on all ASWs who are scheduled to work. The University will also provide an updated version of this report no later than one week prior to the end date of each semester. This list will include the data elements noted above and the following information which shall be designated as directory information for ASWs for the specific purpose of disclosure to the Union: each ASW's college(s), school(s), and department(s)/program(s) in which the student is enrolled; anticipated date of graduation; number of semesters of service; date of first appointment; term of appointment; title/status; appointment schedule(s); college(s) school(s), and department(s)/program(s) in which the ASW works; work location; hours of work; hourly rates; immediate supervisor and/or member of the faculty the ASW is assigned to; and total compensation itemized for each specific assignment/duty.
- C. The University also will provide to the Union an annual, disaggregated list of ASWs participating in the University's health programs.
- D. The parties recognize the Union's right to certain information under the National Labor Relations Act and the rights and obligations with respect to student education records under the Federal Educational Right and Privacy Act (FERPA). The University will develop a "SENS Union Directory Information Opt-Out" form and reasonable submission process to

the Office of the Registrar. The University will provide such to the Union for approval in advance of its distribution to ASWs as soon as possible and by no later than 18 months after ratification at the latest. The Union will not unreasonably withhold approval of the SENS Union Directory Information Opt-Out. If ASWs opt out of providing directory information or should the University's definition of directory information be deemed overly broad by the Department of Education or by a court, the University will provide de-identified information and disaggregated information to the extent possible. In addition to the measures above, the union may include and the University will recognize a FERPA release signed as part of a union membership/dues deduction card. The Union will provide such to the University in a timely manner so that reports accurately reflect the ASW's reporting preference.

- E. The University shall not promote or otherwise attempt to influence any prospective or current bargaining unit employee to elect to opt-out of providing Directory Information related to student employment to the Union. Nothing in this provision shall prevent the University from providing factually correct information regarding FERPA in response to an inquiry. The University will provide the Union with a summary of the factually correct information it generally provides to students regarding Directory Information after ratification of this Agreement.
- F. The Union agrees that it will not re-disclose in violation of FERPA any personally identifiable information from records that it receives and only use information towards the administration of the Collective Bargaining Agreement and balloting in local, regional and international union elections in which Union members are allowed to participate.

ARTICLE III: UNION SECURITY AND CHECKOFF

- A. It shall be a condition of employment that all ASWs covered by this Agreement who are members of the Union in good standing as of its effective or execution date, whichever is later, shall remain members in good standing, and those who are not members in good standing as of the effective or execution date of this Agreement, whichever is later, shall, on or after the thirtieth (30th) calendar day following the later of the effective or execution date, become and remain members in good standing of the Union. It also shall be a condition of employment that all ASWs covered by this Agreement who are hired on or after its effective or execution date, whichever is later, shall, on or after the thirtieth (30th) work day following the beginning of such employment become and remain members in good standing of the Union. The term "member(s) in good standing of the Union" shall be construed in accordance with federal labor law and the Union shall take appropriate steps to ensure compliance with the law.
- B. The University shall discharge any ASW covered by this Agreement within one (1) week after receipt of written notice from the Union that said individual is not a member in good standing of the Union as herein required.
- C. Payment of union dues and/or fees may be made via the checkoff procedure provided by this Article. It is agreed that the University shall assume no financial or other obligation arising out of the provisions of this Article except as specifically provided in this Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions, or proceedings by an ASW arising from deductions made by the University

hereunder or from the enforcement of this Article. Once the deductions are remitted to the Union, their disposition shall be the sole and exclusive obligation of the Union.

- D. Each payday, the University shall deduct from an ASW's wages a sum of dues and/or fees owed the Union and authorized under the federal labor law, provided the ASW has furnished the University a written assignment executed in accordance with law. The Union will provide to the University a suitable form for the authorization of this payroll deduction. The University will include that form in the employment packet of all ASWs. The University shall remit the dues and/or fees to the Union or its duly authorized representatives not later than ten (10) working days after each payday. In the event no earnings or wages are due on the payday of any month, the University shall deduct from the first wages due thereafter the dues and/or fees so owed and remit the same to the Union within two (2) weeks from the time such deductions are made. Following receipt of any checkoff revocation, the University shall notify the Union, in writing, of the revocation. Should the University fail to make the above deduction notwithstanding its receipt of a valid written authorization, the University shall be liable to the Union for the amount thereof forty-eight (48) hours after receipt of written notice by the Union of the amount due. This shall not constitute a waiver of the right of the University to collect or recover the monies directly from the Faculty member.
- E. The Union shall refund to the University, or to the ASW member involved, any Union dues and/or fees erroneously deducted from any ASW member's compensation by the University and remitted to the Union.

ARTICLE IV: V-CAP CHECKOFF

- A. During the life of this Agreement, the University agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form; provided further, however, that the University will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form.
- B. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check off of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.
- C. A properly executed copy of the "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the University before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Checkoff of Contributions to UAW V-CAP" forms which have been properly executed and are in effect.
- D. Deductions shall be made, pursuant to the forms received by the University, from the ASW's first union dues period in the first month following receipt of the checkoff authorization card and shall continue until the checkoff authorization is revoked in writing. The University

agrees to remit said deductions promptly to UAW V-CAP, in care of: Bank One, Dept. 78232, Article 23 Voluntary Exchange, PO Box 78000, Detroit, MI 48278-0232.

- E. The University further agrees to furnish UAW V-CAP and UAW Local 7902 with the name, address, Social Security number, and date of last authorization of those ASWs for whom deductions have been made. The University further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each such employee's deductions. This information shall be furnished along with each remittance electronically in a format conveniently available to the University's accounting system.

ARTICLE V: UNION ACCESS

The representatives of the Union shall have access to and shall be admitted to the University's places of business for the transaction of necessary Union business relating to this Agreement so long as normal business and classroom activities are not disrupted.

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 VII: BULLETIN BOARDS AND POSTING

- A. The University shall furnish SENS-UAW, Local 7902 bulletin board spaces at appropriate locations in each academic building, including the faculty resource center in the University Center and shall permit representatives of the Union to post notices pertaining to legitimate and appropriate Union interests on the bulletin boards.
- B. The University's Humans Resources, Labor Relations website will have a link to the SENS-UAW website and contact information.

ARTICLE VIII: NON-DISCRIMINATION AND HARASSMENT

- A. The University reconfirms its commitment as an employer to equal opportunity, affirmative action in employment and an environment free of discrimination and sexual and other discriminatory harassment as recognized under law and/or as stated in the applicable policies and procedures of the University. The University reaffirms that it shall not discriminate against or harass any ASW, in violation of law, on the basis of any legally protected status, included but not limited to race, color, national origin, creed, religion, religious practices, sex or gender (including gender identity and expression), sexual orientation, pregnancy or lactation accommodations, age, physical or mental disability, immigration or citizenship status, marital or partnership status, or veteran or active military status, height, weight, parental or caregiver status or because of the ASW's political or union beliefs or activity.
- B. The Union reconfirms its commitment to equal opportunity, affirmative action in employment and an environment free of discrimination and sexual and other discriminatory harassment as recognized under law, and confirms that it shall not discriminate against or harass any ASW or the Employer on the basis of any legally protected status, included but not limited to age, race, color, creed, sex or gender (including gender identity and expression), pregnancy or lactation accommodations, sexual orientation, religion, religious practices, mental or physical disability, national or ethnic origin, citizenship status, veteran or active military status, marital or partnership status, parental or caregiver status, height, weight, or because of their political or union beliefs or activity.
- C. Both the University and the Union shall be bound, as well, by any applicable substantive and/or procedural change in law during the term of this Agreement. However, no class that is protected as of the date of this Agreement shall lose such protection due to a change in law during the term of this Agreement.
- D. The University's University Policy on Harassment, Discrimination, Prohibited Relationships, Title IX and Non-Title IX Sexual Harassment and Misconduct (hereinafter "Non-Discrimination Policy") will be prominently posted. If these policies are amended per the University's governance, applicable laws or administrative processes, the University will provide notice to the Union before the effective date of the amendments.
- E. The University has established a Non-Discrimination Policy, and procedures for all employees, faculty and students in all divisions of the University for responding to claims of harassment, discrimination, prohibited relationships, Title IX and Non-Title IX sexual harassment and misconduct. Any alleged violation of the Non-Discrimination Policy shall be handled in accordance with the procedures outlined in the Non-Discrimination Policy. In the event that an ASW is disciplined for conduct that violates the Non-Discrimination Policy or otherwise experiences adverse employment action related to being subject to a claim, the ASW may file a grievance challenging whether just cause existed for the discipline or the alleged adverse action at Step Three of the Grievance Procedure, and, if unresolved at that Step, the Union may proceed to Arbitration.
- F. Any claimed violation of this Article that involves an ASW, either as a claimant or as the subject of a claim, shall be governed by and processed pursuant to the Non-Discrimination Policy. Any grievances filed challenging actions or inactions under the Non-Discrimination

Policy will be held in abeyance until the final outcome, including exhaustion of appeals, under that policy, with the exception that a claimant under the Non-Discrimination Policy, solely for matters that do not involve Title IX claims, may notify the University and the Union in writing that he/she/they are electing to initiate a grievance asserting a hostile environment or retaliation claim on one of more bases specified in the Non-Discrimination Policy and discontinue their complaints under the Non-Discrimination Policy. The University will make every effort to investigate and resolve a case within 120 days from the time notice is received. However, depending upon the complexity of the case and/or the nature of the allegations, as well as other factors, this time period may be extended at the discretion of the University. At the end of the abeyance period or in the event that the claimant elects to initiate a grievance as specified above, the complainant or the Union on his/her/their behalf, may file a grievance at Step Three and if unresolved, the grievance may proceed to arbitration. An arbitrator considering a grievance related in any way to the Non-Discrimination Policy may not issue an Award that is inconsistent with either Title IX requirements or the due process requirements of the Nondiscrimination Policy. The Arbitrator shall not have authority to impose any discipline, sanctions, or other penalty upon any individual. The Arbitrator shall be without authority to render a remedy concerning any academic matter or any aspect of the ASW's status as a student.

ARTICLE IX: ACADEMIC FREEDOM

The University and the Union agree that academic freedom is essential to the fulfillment of the purposes of the University. University policies on Free Exchange of Ideas and Freedom of Artistic Expression, attached hereto as Appendix A, shall be in effect for all Academic Student Workers. If these policies are amended per the University's faculty governance and administrative processes, the University will provide prior notice and an opportunity to comment to the Union prior to amendment.

ARTICLE X: DISABILITY RIGHTS AND ACCESS

- A. Pursuant to the Americans with Disabilities Act (ADA) and/or Section 504 of the Rehabilitation Act of 1973, the University provides reasonable accommodations to eligible employees and students with disabilities, including ASWs. The University's Human Resources Office processes University employee requests for reasonable accommodations based on disability. The University's Student Disabilities Services Office processes student requests for reasonable accommodations based on disability.
- B. ASWs in need of an accommodation to perform the essential functions of their job, as defined by this Agreement, may seek a reasonable accommodation through the process established by the University's Human Resources. All information regarding the process to request an employee-related disability accommodation shall be posted on the University website, and a link to this information shall be included in the ASW onboarding packet.
- C. The University will attempt to evaluate and make a determination on all ASW employee-related requests for accommodation within a reasonable period of time after receipt of an accommodation request and supporting documentation from an ASW. Where a newly-hired ASW makes an employee-related request for accommodation sufficiently in advance of the beginning of their employment, the University will attempt to process the

request, and implement any approved accommodation where appropriate, prior to the beginning of the employment. The University will attempt to process any employee-related accommodation requests submitted by an ASW after the beginning of employment in a timely manner.

- D. ASWs who are approved to receive an employee-related accommodation and a student-related accommodation during the same time period may request that the University's Human Resources and the Student Disability Services Office collaborate to integrate the accommodations during the implementation process. However, nothing shall require either office to modify the accommodation they approve.
- E. If there is a conflict between any existing law at the federal, state, and/or local level and/or the University policy, the ASW will receive the protection of whichever law and/or policy provides the greatest amount of protection and/or assistance.

ARTICLE XI: INTERNATIONAL AND NON-CITIZEN ACADEMIC STUDENT WORKERS

- A. The University recognizes that the right to join a union exists under the National Labor Relations Act irrespective of a bargaining unit employee's immigration or documentation status. The Parties to this Agreement pledge themselves to a cooperative effort on the topic of international immigration status founded upon a good faith communication and discussion of problems, solutions, and preventions of harm. The Labor Management Committee shall discuss general matters relating to the ASWs with international immigration status in the workplace, but not matters specific to an individual ASW, upon either party's request.
- B. The University commits to the following:
 - 1. The University shall comply with all applicable laws, including laws regarding the protection of the privacy of all members of The New School community. Except as required by law, legal process, court subpoena or regulations governing visa programs, the University will not voluntarily and willfully provide any immigration or personal information about the residence or location of an ASW, such as temporary or permanent home address, contact information, workplace, or work schedule to any governmental agencies without the expressed consent of the ASW.
 - 2. Except as required by law, legal process, court subpoena or regulations governing visa programs, The University shall not permit any federal immigration agent to enter buildings the University owns or grant access to spaces it leases without legal process regarding an ASW visa issue.
 - 3. Except as required by law, legal process, court subpoena or regulations governing visa programs, the University will notify the Union within one (1) calendar day after the University learns of an immigration investigation involving an ASW without violating the privacy of the ASW under investigation by notifying the union of the

investigation without disclosing the identity of the ASW under investigation or any information about them.

- C. The University's International Student and Scholar Services Office (ISSS) provides support and helps advise ASWs generally on visa issues as they relate to the academic and/or employment relationship with the University. The University does not provide legal advice to Academic Student Workers, but ISSS can help refer ASWs to attorneys and agencies for complex immigration issues or if the ASW is in need of immigration advice unrelated to the ASW's academic and/or employment relationship with the University. Legal fees, if the ASW retains such an attorney, would be the sole responsibility of the ASW unless otherwise offered by the University.
- D. In cases where any ASW is unable to return to the United States as a result of their immigration status, and for reasons outside of the ASW's reasonable control (e.g., administrative processing), the University shall make reasonable efforts to arrange for the Academic Student Worker to continue to perform their duties remotely outside the United States, for a limited period of time, subject to legal restrictions and the scope of work of the ASW's position. Any determination made under this section is not subject to arbitration under Section 4 of the Grievance and Arbitration article.
- E. ASWs shall have the right to reasonable time off without loss of pay in order to attend visa and immigration proceedings for themselves or their spouse or children. An ASW shall make such requests with as much advance notice possible and, if requested, provide supporting documentation to the University. Such requests shall not be unreasonably denied.
- F. Effective September 1, 2024 the University shall establish an International ASW Graduate Employee Accounting and Legal Assistance Fund in the amount of \$10,000 per year.
 - 1. ASW employees who are resident or non-residents for tax purposes may apply for reimbursement from the fund for any out-of-pocket legal or related expenses.
 - 2. Distribution of any funds shall be made in accordance with procedures, policies, and requirements established by the Union, subject to approval by the University.
 - 3. Unused funds will be rolled over to the next academic year, but the total rollover allowed in any academic year cannot exceed 80% of the fund amount of the prior academic year.

ARTICLE XII: MANAGEMENT AND ACADEMIC RIGHTS

- A. Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number,

qualifications, scheduling, responsibilities and assignment of ASWs; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which ASWs' performance is evaluated; to establish and require ASWs to observe University rules and regulations; to discipline or dismiss ASWs; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine how and when and by whom instruction is delivered; to determine in its sole discretion all matters relating to faculty hiring and tenure and student admissions; to introduce new methods of instruction; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

- B. The University also has the right to establish, maintain, modify and enforce standards of performance, conduct, order and safety by which ASWs shall abide. The Union may grieve the reasonableness of such rules and policies.
- C. Decisions regarding who is taught, what is taught, how it is taught and who does the teaching, as well as research methodologies/standards, involve academic judgment and shall be made at the sole discretion of the University.
- D. The above enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University. The University will not exercise its management rights in an arbitrary or capricious manner.
- E. No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE XIII: 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.
- D. 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.

- E. 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.
- F. All terms outlined in the Absence Plan are subject to approval by the ASW’s supervisor.
- G. 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.
- H. ASWs are required to abide by all copyright laws and University guidelines regarding copying and distribution of materials.
- I. ASWs shall have a University email which they shall use regularly to communicate with students, administrators, and faculty.
- J. 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). Academic Student Workers with instructional assignments (TA and TF) may be required to complete additional training comparable to that which is required of other employees with an instructional role (i.e., supplemental training on Title IX and mandatory reporting).

ARTICLE XIV: HIRING AND ONBOARDING

A. Application

Students have the right to apply for ASW positions in all departments or employing units. There shall be no limit on the number of ASW positions for which a student may apply.

B. Hiring Decision

Employment decisions made by the hiring unit for ASWs shall be based on criteria established by the hiring unit, however in all cases considerations of qualifications should take highest priority. These criteria shall only relate to an applicant's qualifications for the posted position. Both the University and the Union have acknowledged their shared commitment to upholding the principles of academic freedom and freedom of expression, as outlined in Article IX: Academic Freedom. These principles shall be upheld throughout the course of any bargaining unit employee’s hiring and employment.

C. Offer

When hiring an ASW, the University shall communicate in writing the following information before asking the ASW to accept or reject their appointment: appointment title; workload and hours; stipend amount or hourly wages; supervisor name and contact information (including phone number and email address); effective dates or duration of the appointment; hiring unit; hiring unit contact; and a comprehensive listing of required duties and related expenses. This shall be done in a timely manner in order to allow the ASW to make any necessary preparations for the position. The University also shall issue such letters in writing to any bargaining unit employee whose position is extended or modified in any way in accordance with any other expressed requirements set forth under the terms of this Agreement. Such modifications include but are not limited to any change of title, work duties, working hours, pay rates, or any other terms and conditions of employment.

The university will exercise its best efforts to offer Teaching Fellow positions, as well as Teaching Assistant positions with grade submission responsibilities, by May 1 for the subsequent fall semester and November 1 for the spring semester. Nothing in this article shall be construed to prevent the University from offering these positions after the dates provided above. Nothing in this article shall be construed by the University to prevent the University from offering these positions after the date provided above.

D. Onboarding

1. The University shall work with the ASW to ensure that hiring and onboarding is completed in a timely manner so that ASWs can begin working at the start of their assignments. This shall include clearly communicating the University's onboarding policies, including all necessary steps to be completed by the ASW, no later than three (3) working days after an ASW accepts an appointment. It shall also include promptly communicating to an ASW if any errors or omissions by the ASW in completing these steps will prevent onboarding being completed.
2. The University shall inform ASWs, when appropriate, of the procedure including the timeline for applying for a Social Security Number and point(s) of contact for relevant offices at the University that can provide assistance and necessary documents no later than three (3) working days after an ASW accepts an appointment.
3. F-1 and J-1 international student new hires will be directed to their Human Resources (HR) Partner to be provided with the Social Security Verification and Eligibility Letter for On-campus Employment. The ASW will also be directed to request an SSN eligibility (F-1) or employment authorization (J-1) support letter from the ISSS office. So long as the student is maintaining their non-immigrant status and the letter requests are filled out correctly and completely, ISSS shall provide the authorized document no later than seven (7) working days after the ASW submits their materials as well as provide the ASW with instructions to proceed with their application for an SSN with the Social Security Administration (SSA) office. In the event that ISSS determines that the letters or other materials requested for SSN eligibility support have not been filled out correctly and completely or that the student has not properly maintained status to qualify to apply for an SSN, they will promptly notify the ASW of this. Once the international new hire has received the Social

Security Number from the Social Security Administration (SSA), they will be directed to complete the onboarding process by the Human Resources office.

4. The University shall notify an ASW once they have been successfully onboarded and shall provide an Appointment Confirmation containing the information set out in Section 5 - Appointment Confirmation.
5. No ASW shall begin work before the ASW has received confirmation that they have been successfully onboarded, unless the Human Resources Office grants explicit written permission for the ASW to begin work. If an ASW is granted written permission from Human Resources to begin work before onboarding is complete and subsequently initiates such work pursuant to the permission granted, nothing shall preclude the ASW from the receipt of their pay for the work performed, but the provisions of Article XX (Timeliness of Pay) shall not apply. ASWs who are granted this permission are expected to complete the onboarding process in coordination with Human Resources as quickly as possible after beginning work.
6. ASWs paid via stipend shall be paid within 28 calendar days of starting their work assignments or the soonest pay period (whichever is first) and in equal payments every 2 weeks thereafter (or as otherwise agreed-upon for project-based work with a duration of less than a semester) throughout the duration of their assignment. ASWs who have written permission to work as described above will be paid within 28 calendar days or the soonest pay period (whichever is first) upon completing onboarding.
7. Hourly ASWs shall be paid no later than 28 days after starting work or the soonest pay period (whichever is first). ASWs paid on an hourly basis are responsible for submitting their hours worked as instructed in the onboarding process and within the specified deadlines; failure to submit time and have time approved within deadlines may lead to delayed payments. ASWs who have written permission to work as described above will be paid within 28 calendar days or the soonest pay period (whichever is first) upon completing onboarding.

E. Appointment Confirmation Letter

1. All ASWs shall receive an Appointment Confirmation that shall include the following information:
 - a. Appointment title.
 - b. Workload, hours, and for ASWs appointed to instructional positions: directions to review course-related information online.
 - c. Supervisor name and contact information (including phone number and email address).
 - d. Effective dates or duration of the appointment.
 - e. Hiring unit and contact information.
 - f. Enrollment verification, for Teaching Assistants and Teaching Fellows.
 - g. A comprehensive listing of required duties and related expenses.
 - h. Stipend amount or hourly wages:

- i. For salary/stipend assignments, the appointment letter will confirm the number of pay periods for the distribution of the total wages to be paid including the date upon which wages will start being paid.
 - ii. For hourly assignments, hourly rate and first date of pay will be clearly stated and materials will include a clear training on how to submit hours properly, and a clear deadline that must be met in every pay period.
 - i. Other logistical information necessary for performing the job.
 - j. Reference to source of information on applicable benefits.
 - k. Fee waiver information.
 - l. A statement that the position is covered by this Collective Bargaining Agreement.
 - m. Items provided by the Union to the University for inclusion in the packet:
 - i. Welcome document from the union.
 - ii. Online link to the CBA.
 - iii. Union card, dues checkoff and V-CAP cards.
 - iv. A web address provided by the Union for SENS-UAW contact information, informational materials, and membership card.
 - n. Clear instructions on how to use MyDay (or its successor system) in order to access itemized pay stubs and planned payment schedules and relevant tax Information and forms.
 - o. Information for international students on how to access tax counseling services offered.
2. The ASW appointment confirmation letter shall include the following statement to authorize the University to disclose information to the Union that might otherwise be covered by the Federal Education Rights and Privacy Act:

"As an ASW at The New School, you are in the bargaining unit represented by SENS-UAW, a part of Local 7902 of the United Auto Workers Union (UAW). SENS-UAW staff and ASW's serving as SENS-UAW union representatives periodically request and receive "directory information" about the terms and conditions of your employment as an academic student worker to fulfill their responsibilities as your union representatives.

"Directory information" is information contained in the records of an academic student worker that would not generally be considered harmful or an invasion of privacy if disclosed. As defined in the Collective Bargaining Agreement between SENS-UAW and The New School, directory information for the specific purpose of disclosure to your union as a duly authorized bargaining representative includes: name, home address, home and cell telephone number and New School e-mail address, each ASW's college(s), school(s), and department(s)/program(s) in which the student is enrolled; anticipated date of graduation; number of semesters of service; date of first appointment; term of appointment; title/status; appointment schedule(s); college(s) school(s), and department(s)/program(s) in which the ASW works; work location; hours of work; hourly rates; immediate supervisor and/or member of the faculty the ASW is assigned to; and total compensation itemized for each specific assignment/duty.

By accepting this appointment and returning your affirmation of its terms, you authorize and direct your employer, The New School, to provide to UAW Local 7902 all directory information and other applicable employment information related to your employment as an Academic Student Worker which otherwise may be subject to the Federal Educational Rights and Privacy Act (FERPA) for all purposes related to union representation as an employee in this position and any future SENS-UAW bargaining unit positions you may have.

You may withdraw this authorization for release from FERPA at any time by filling out and submitting a "SENS Union Directory Information Opt-Out" form to the Office of Human Resources."

F. Workload

1. ASWs shall not be required to perform a service outside of the listing of required duties as noted in the appointment confirmation. Required meetings and office hours will be held on campus, unless meeting off campus is necessitated by the ASW's assignment.
2. ASWs shall not be required to work more hours than specified in the appointment confirmation.
3. ASWs are encouraged to notify their supervisors as soon as it is practicable during the academic term if they anticipate their total work assignment will exceed the terms of the assignment.
4. The University may, by mutual agreement with an ASW, employ the ASW to carry out work in excess of the workload stated in the appointment letter. Such work must fall within the job description contained in the appointment letter, and shall be remunerated at the same hourly rate as specified in the appointment confirmation.

G. Clear Wage Information

1. Information regarding wages paid to the ASW must provide separate listings for each individual assignment.
2. For hourly workers, the information must clearly show the number of hours being paid for, the regular rate of pay and the overtime rate of pay, if applicable, and the gross amount of wages for that period. For salary/stipend workers, the information must clearly show the fraction of the total stipend being paid, and the gross amount of wages for that period.

H. Compensation for Canceled Assignments

In the event that a semester- or year-long assignment, as described in the Letter of Appointment, becomes unavailable due to cancellation or similar reasons after the ASW receives an appointment confirmation, the University shall assign the ASW to a substantially similar position for the duration of the appointment. In the absence of an available replacement assignment, the ASW will receive a cancellation fee of 30% of

wages for one semester's pay for that appointment, whether it be for one semester or one year in length.

I. Effective Appointment Dates

Teaching Fellow and Teaching Assistants will have start dates no later than two weeks prior to the start of the semester.

J. Confirmation of Appointments

Wherever practicable, the university will endeavor to confirm appointments for the full academic year.

K. Notice of Non-Hiring

If a bargaining unit employee has sought but been denied a position (either initial hiring or reappointment), they shall be notified in writing of the hiring decision at least 30 days prior to the planned start date of the position. For positions offered and hired off-cycle with fewer than 30 days to the start date of the position, this communication will be provided as soon as practicable.

ARTICLE XV: PERSONNEL FILES

- A. "Personnel File" shall be defined as documents maintained by the University's Human Resources Office, reflecting an ASW's appointment to a position covered under this Agreement, revision or termination of such appointment, appointment-related evaluations, disciplinary action related to such appointment.
- B. Materials related to an ASW's course of study, grades, academic progress and aspects of study other than in service in a position covered under this Agreement shall not be considered part of the personnel file.
- C. Where a physical personnel file exists, an ASW may review their personnel file by appointment with the Human Resources Office of the University. Such review may occur no more than once a semester. Review of a personnel file in conjunction with a discipline and/or grievance matter shall not count against the one review per semester. An ASW has the right to place a written response to any documents in their personnel file.
- D. Where the ASW seeks review of their personnel file in connection with Article XXXIII(Dispute/Grievance and Arbitration Procedure), the Union representative and/or steward may be present at the review and examine the documents.
- E. Where personnel records exist in digital form, an ASW may view them in the Human Resources Information System (HRIS). Digital copies and records may be viewed without limit.

ARTICLE XVI: EMPLOYMENT AND INCOME VERIFICATION

- A. The University will provide access to historical and current income and wage data as maintained online. Such information will include:

1. Start date of employment
 2. End date of employment
 3. Pay Rate/Stipend Amount
 4. Hours of Work
 5. Frequency of pay
 6. Name of Employer
 7. Employer Identification Number
- B. ASWs may contact Human Resources to request an Employment and Income Verification Letter, which shall contain the information in Section A. The request shall be processed and completed in no later than 7 working days.
- C. The University shall specify the point(s) of contact and steps on how to access income and wage information maintained online in the ASW Onboarding Packet.

ARTICLE XVII: EXPENSE REIMBURSEMENT

An ASW shall not be required to cover the cost of approved, job related expenses with their own funds. However, in cases where an ASW covers the cost of pre-approved job-related expenses in accordance with the University's Business and Travel Expense Policy, they can seek reimbursement for all such expenses through MyDay Expense.

In rare instances where there are time sensitive constraints and the University has not provided specific job-related supplies, materials, and/or software (including chalk, dry erase markers, dry erasers, artistic materials, and other supplies to be determined by the University and Union through the labor management committee) as pursuant to its obligation provided Article XX of this Agreement, an ASWs may be reimbursed through MyDay Expense for up to (\$20) twenty dollars of these specific supplies per year that are required for perform their job duties.

ARTICLE XVIII: ASW DISCOUNTS AND COMMUTER BENEFITS

- A. To the extent that an outside vendor provides a Membership Discount to University students or employees, the University agrees to communicate that discount to ASWs in the online onboarding documents. If at any time this program, or a portion of this program, is not available, the University will notify the ASWs.
- B. Effective upon the first day of the fall 2024 semester, the University will offer a Section 125 Commuter Pre-Tax plan which will allow Academic Student Workers to elect to deduct up to the IRS limit each month pre-tax for commuter Expenses, including use for, PATH, LIRR, and public transit commuter methods taken by ASW. Discount programs will also be publicized on University websites as identified

ARTICLE XIX: INTELLECTUAL PROPERTY RIGHTS

- A. As employees of the University, ASWs shall have the same intellectual property rights and obligations as other University employees under The New School Intellectual Property Rights Policy with respect to inventions, copyrightable works and other intellectual property created while working as an ASW, except to the extent specifically modified by this Article.

ASWs shall have the same intellectual property rights and obligations as faculty, staff, students not covered by this Agreement, or any other member of the University community.

- B. The ASW's immediate supervisor will communicate to ASWs the level of expected contribution and commensurate attribution. If an ASW's contribution changes, the immediate supervisor will reassess and communicate the terms of the attribution.
- C. The University shall post its current Intellectual Property Policies on its website. The University shall also post and regularly update a "plain-language" summary of the University's Intellectual Property Policies on its website, as well as provide ASWs and the Union notice of any changes. The "plain language" summary shall be for informational and guidance purposes only, and is not a substitute for the official version of the Intellectual Property Policies. In all instances, the official version of the Intellectual Property Policies shall govern.

ARTICLE XX: SPACE AND EQUIPMENT

- A. The University will provide ASWs with all supplies, materials, and/or software required by the department or program to perform duties related to their student employment. The University will not require an ASW to purchase job-related materials or equipment including copying expenses.
- B. ASWs shall have access to appropriate printing and photocopying through their hiring unit unless otherwise specified for duties related to their student employment in conformance with the copyright laws and the University Copyright Materials Guidelines Policy.
- C. If ASWS require an office to fulfill responsibilities (e.g. advising, meeting with students), access to an office or appropriate space will be provided. The Department or Program Office will accommodate requests to book additional space to the extent practicable. In addition, all ASWs appointed to TF positions shall have access to the Faculty Resource Center.
- D. Kitchen Facilities: ASWs shall have access to the same or similar facilities as other faculty and staff in the department. Where no kitchen facilities exist, ASWs shall have access to kitchen facilities in nearby space.
- E. Spaces for Breastfeeding and Bathroom Equity
 - 1. The University shall provide a reasonable amount of break time for an ASW to breastfeed a nursing child each time such ASW has need to do so. The University shall provide a space, other than a public bathroom, that is clean, shielded from view, and free from intrusion from co-workers and the public, in reasonable proximity to the nursing parent's work location which may be used to breastfeed including access to refrigerator storage space and will otherwise comply with all regulations pertaining to breastfeeding.
 - 2. The University shall provide that all ASWs have adequate access to all gender bathrooms.

ARTICLE XXI: LEAVES OF ABSENCE

ASWs shall be entitled to take safe and sick leave or emergency instance leave, paid family leave, an unpaid leave of absence, military duty leave, and jury duty leave pursuant to the terms set forth in this Article.

A. Safe and Sick Leave

1. Hourly Paid ASWs

Pursuant to the New York City and New York State Paid Safe and Sick Leave Laws, ASWs who are paid at an hourly rate and meet the eligibility criteria under the New York City Earned Safe and Sick Leave Act (ESSLA) will be entitled to accrue and take up to a maximum of 56 hours of Safe and Sick Leave per fiscal year (July 1-June 30).

2. All Other ASWs

- a. Upon ratification of this Agreement, each semester, ASWs who receive a stipend based assignment or a semester-long, course-based assignment(s) can elect to either (1) accrue and take paid safe and sick leave during the semester (provided they meet the eligibility criteria under ESSLA), or (2) take one day of emergency instance leave per semester.
- b. ASWs who elect to accrue and take Safe and Sick Leave in a given semester shall accrue safe and sick leave at a rate of one hour for each 30 hours of service (up to a maximum of 56 hours).
- c. ASWs who elect to take emergency instance leave shall receive one (1) emergency absence per semester.
- d. The University's Human Resources Information System (HRIS) will provide ASWs with stipend based and semester-long, course-based assignments with an estimate of the number of safe and sick leave hours they would accrue during the semester based on the number of hours assigned to them for the semester, which ASWs can consult prior to making their elections. All elections shall be noted by a process to be developed and disseminated by University Human Resources. Once an ASW with a stipend based or semester-long, course-based assignment elects to take safe and sick leave or an emergency instance absence for the semester, they may not amend their elections until the following semester. ASWs with stipend based or semester-long, course-based assignments who 1) do not use either their accrued safe and sick leave or any emergency instance, or 2) elect to use their safe and sick leave in a given semester, shall have any accrued and unused safe and sick leave carry over to the following semester up to a maximum of fifty-six (56) hours. No ASW shall use more than fifty-six (56) hours of safe and sick leave in any one (1) fiscal year (which shall be equal to one (1) academic year).

3. ASWs can take "safe leave" for any reason approved under the Earned Safe and Sick Leave Act (ESSLA), including but not limited to seeking assistance or taking other safety measures if the ASW or a family member of the ASW is the victim of any

act or threat of domestic violence, unwanted sexual contact, stalking, or human trafficking.

4. ASWs may take “sick leave” for any reason approved under the ESSLA, including but not limited to health-related care and treatment of themselves, or a family member; absence related to closure of the ASW’s place of business by order of a public official due to a public health emergency; or an ASW’s need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.
5. The term “family member” under this Article shall carry the same meaning as “family member” as defined under ESSLA.
6. ASWs shall provide written notice concerning his/her/their use of safe or sick leave. When safe or sick leave is foreseeable, ASWs must provide 14 calendar days’ advance written notice of the ASW’s intention to take safe/sick leave to their supervisor and to the Human Resources Department. If safe or sick leave is unforeseeable, ASWs shall provide written notice of the use of the leave to their supervisor and to the Human Resources Department as soon as reasonably practicable. An ASW’s failure to provide the required timely notice may result in a denial of the leave, unless unusual circumstances justify the failure to comply.
7. In the event of an ASW’s illness, the parties recognize that it is the ASW’s responsibility to notify their supervisor, who will make alternative arrangements to cover the ASW’s assignment.
8. By entering into this collective bargaining agreement, the parties acknowledge that the employees covered by this Agreement are entitled to safe and sick leave benefits outlined in New York. N.Y.C. Admin. Code §§ 20-911 through 20-918 (ESSLA) and Section 196-b of the New York State Labor Law. The parties mutually agree that employees covered by this Agreement shall receive the benefits expressly set forth in this Article in lieu of the benefits afforded to employees under ESSLA and Section 196-b. The parties further acknowledge that the benefits afforded to employees pursuant to this Article are comparable benefits to those afforded to employees under ESSLA and Section 196-b, and for this reason, the Union, on employees’ behalf, hereby waives employee entitlement to the benefits set forth under ESSLA and Section 196-b.

B. Paid Family Leave

1. ASWs are eligible to the benefits defined by the New York State Paid Family Leave (PFL) Act. ASWs will be eligible beginning 175 calendar days from his/her/their date of hire. PFL benefits shall be funded by ASWs through payroll deductions. ASWs shall be responsible for paying the employee contribution rate set by NYS Department of Financial Services, which sets the employee contribution rate each calendar year to match the cost of coverage. The university will subsidize 50% of the employee contribution rate.
2. Notice and use of leave: ASWs must provide their supervisor and the Human Resources Department 30 days’ advance written notice of the ASW’s intention to take PFL when the need to take PFL leave is foreseeable. Foreseeable qualifying events include an expected birth, placement for adoption or foster care; planned

medical treatment for a serious health condition of a family member; the planned medical treatment for a serious injury or illness of a covered service member; or other known military exigency. When providing notice of PFL, the ASW must identify: (1) the qualifying event; (2) the anticipated timing and duration of the leave; and (3) the covered purpose for the leave. If the event is not foreseeable (e.g., a family member's medical emergency), the employer must be notified as soon as practical. If an ASW does not provide the required timely notice, and no unusual circumstances justify the failure to comply, PFL may be delayed or denied.

3. The University shall provide ASWs with specific New York State created written guidance on how to apply for PFL.

C. Military, Jury Duty, and Related Leaves

ASWs shall have all rights provided by law for military and jury duty leave.

D. Bereavement Leave

ASWs may be absent without loss of pay for up to five (5) consecutive days in the event of the death of a parent, sibling, spouse, domestic partner, child, grandchild, parent-in-law, sibling-in-law, or grandparent. In extenuating circumstances, if a bereavement leave beyond five (5) days is needed, the university will work with the ASW to make accommodations for completing work assignments to the best extent possible.

E. Unpaid Personal Leave

ASWs shall not be unreasonably denied requests for unpaid and personal leave beyond the terms and duration(s) provided in the foregone sections of this Article.

ARTICLE XXII: PROFESSIONAL DEVELOPMENT

- A. The University recognizes ASWs' professional development as an important component of ongoing growth, development, and excellence in job performance. The University shall establish an annual Professional Development fund for Academic Student Workers. Notification of the fund's availability and location of information shall be posted on the Provost Office website.
- B. Effective upon ratification or on July 1, 2024, whichever is later., The University will designate \$10,000 to be used in the following academic year for professional development as referenced in paragraph A above. This fund will increase to \$15,000 on July 1, 2025 and \$20,000 on July 1, 2026. If any unused funds remain at the end of each academic year, these funds will carry over into the following academic year up to a maximum of \$5,000. Each ASW is eligible to be reimbursed for up to \$500 per semester in accordance with the procedures for reimbursement outlined in the University's Business and Travel Expense Policy.
- C. Covered expenses include one-time reimbursable expenses directly related to the ASW's job-related professional development, such as: conference registration, travel expenses, hotel accommodations, gallery space rental, fees for workshops/courses not offered by the University. Specifically excluded expenses include all mandatory training as required by the university, equipment and materials, fees for service, time spent for Union- or

employment-initiated trainings, per diem funding, and/or personal expenses not directly and exclusively related to the covered expenses named above.

- D. Within sixty (60) days of the ratification of this Agreement, the Union will inform the university of its determined process for granting professional development funds subject to the conditions of this Article. The process will allow for preference 1) to those ASWs who have worked at least one semester and 2) to those who have not yet used the fund over those who have. Subject to the conditions of this Article, the union will review requests each semester, make a determination of awards, and notify the University of the selected recipients of the fund no later than October 15th for the fall semester and March 15th for the spring semester.

ARTICLE XXIII: TIMELINESS OF PAY

If an ASW is paid late, after receiving notice that they were successfully onboarded, the affected ASW has the right to immediately notify the Human Resources Office to request an explanation for late payment. Any such late payment that results from a situation beyond the control of the ASW will be addressed via pay card or direct deposit as agreed-upon by the ASW, and shall be processed as quickly as possible. Pay cards shall be issued no later than 5 business days from the date of the request, and direct deposits shall be made no later than 10 business days from the date of request.

If the ASW can demonstrate that they were paid late and incurred university-related late fees due to being paid late for reasons other than the ASW's failure to complete onboarding paperwork or time-sheets within the posted deadlines, they shall not have to pay such fees.

ARTICLE XXIV: GENERAL COMPENSATION

A. Rates Upon Ratification

Effective upon ratification, all ASWs shall be compensated, either hourly or by stipend, at the following hourly rates effective upon ratification:

Course Assistant/Student Assistant 3 (Parsons): \$23.23

Research Assistant: \$29.00

Research Associate*: \$29.00

Teaching Assistant: \$ \$42.50

Teaching Fellow: \$55.00

Tutor (Generalist/Specialist): \$27.00

*Research Associates may be compensated at an hourly rate higher than that specified for Research Assistant based on external funding.

B. General Wage Increases

Effective September 1, 2024, ASWs shall receive a general wage increase of 4%.

Effective September 1, 2025, ASWs shall receive a general wage increase of 4%.

C. Wage Table

	9/1/2022 Initial Rates	Upon Ratification	9/1/2024 (4% increase)	9/1/2025 (4% increase)
Nurse Assistant/Student Assistant 3 (Parsons)	\$17.67	\$23.23	\$24.16	\$25.13
Research Assistant	\$22.08	\$29.00	\$30.16	\$31.37
Research Associate**	\$22.08	\$29.00	\$30.16	\$31.37
Teaching Assistant	\$33.12	\$42.50	\$44.20	\$45.97
Teaching Fellow	\$44.16	\$55.00	\$57.20	\$59.49
Professor (Generalist/Specialist)	\$20.98	\$27.00	\$28.08	\$29.20

Research Associates may be compensated at an hourly rate higher than that specified for Research Assistant based on available external funding.

D. Training Rate

The training rate for ASWs taking University required training shall be 50% of rate associated with the ASW’s assigned position; however no training shall be paid below the minimum wage rate in effect at the time of training.

E. One-Time Bonus

To promote our mutual goals of reaching a successor collective bargaining agreement, the University is offering a ratification bonus on the following terms. Provided that the Union (i) ratifies a successor collective bargaining agreement before March 30, 2024, (ii) agrees to a tentative agreement by Friday, March 8 at 11:59pm, and (iii) calls off all SENS-UAW strike activity by Friday, March 8 at 11:59 pm until after the ratification vote, ASWs who were a matriculated student and held at least one (1) academic student worker position in either the fall 2023 or spring 2024 semester shall receive a one-time lump sum ratification bonus of seven hundred fifty dollars (\$750). This payment shall be made in a payroll check within two (2) pay periods after ratification. If (i) this Agreement is not ratified before March 30 or (ii) the Union engages in SENS-UAW strike activity after 11:59pm on March 8 or (iii) does not reach a tentative agreement by March 8 at 11:59pm, this offer for a ratification bonus shall be null and void.

F. Administrative Preparation

Beginning in fall 2024, In compensation for administrative preparation in advance of the semester, Teaching Fellows shall be paid for ten (10) hours at the Teaching Fellow rate.

G. Curriculum Development

Teaching Fellows may be hired to develop new courses. Curriculum development for new courses is contracted separately from Teaching Fellow appointments at the request of the hiring department. The rate for curriculum development is \$1500 per course.

ARTICLE XXV: HEALTHCARE REBATE

Healthcare: An ASW will be eligible to receive a discount on the student healthcare insurance premiums if they meet the following criteria:

- A. The ASW must be enrolled in and pay for the University's Student Health Insurance Plan.
- B. Effective for the Fall 2024 semester, all ASWs matriculated in Doctor of Philosophy degree and Master's degree programs at The New School hired as ASWs shall receive an 80% discount on student health insurance premiums.
- C. For all ASWs matriculated in degree programs at The New School other than Doctor of Philosophy or Master's Programs:

1. Eligibility

To receive the Tier 1 discount, the ASW must have worked at least an average of ten (10) hours per week (at least 150 hours per semester/session) in one (1) prior semester/session in unit position(s) as of or after Fall 2023; and must have been appointed to work at least an average of ten (10) hours per week (at least 150 hours per semester/session) in unit position(s) in the semester in which the rebate is sought.

To receive the Tier 2 discount, the ASW must have worked at least an average of ten (10) hours per week (at least 150 hours per semester/session) in two (2) or more prior semesters/sessions in unit position(s) as of or after Fall 2023; and must have been appointed to work at least an average of ten (10) hours per week (at least 150 hours in the semester/session) in unit position(s) in the semester in which the rebate is sought.

2. Schedule

Tier 1 and Tier 2 discounts: For the life of this Agreement, ASWs shall receive a Tier 1 discount of 50% or a Tier 2 discount of 65%. If the ASW does not complete the appointment, then the healthcare credit will be removed from the ASW's student account.

- D. Effective Fall 2024, ASWs who are eligible for the healthcare rebates described above will receive a credit for their discount no later than October 1 during a fall semester and no later than March 1 during a spring semester in which a rebate is sought.
- E. ASWs who meet the eligibility for the discount on student healthcare premiums as described above may also be eligible to receive up to a 60% discount for dependent coverage premiums from the Health Insurance Dependent Premiums Fund. The fund will be administered as described below:
 - 1. Effective in the 2024 - 2025 academic year and for the life of this Agreement, a maximum of \$25,000 will be made available for each academic year and shall be divided equally between the Fall and Spring semesters.

2. ASWs who purchase dependent coverage under the Student Health Insurance Plan, and provide proof thereof, may, during the subject semester, apply for up to 60% reimbursement of dependent coverage premiums. Actual reimbursement will depend on the number of applications and the funds allocated for that semester.
3. Unused funds, if any, will not carry over to a future semester.

ARTICLE XXVI: TUITION WAIVER

A. Course Tuition Waiver

Effective for the Fall 2024 semester:

Any ASW who is enrolled as a full-time student in good academic standing and who is matriculated in a Doctor of Philosophy program at The New School shall have tuition waived for courses required toward the completion of their degree program.

Any ASW who is enrolled as a full-time student in good academic standing at The New School and who holds and completes a Teaching Fellow position shall have tuition waived for courses required toward the completion of their degree during that semester.

B. Maintenance of Status Waiver

Effective for the Fall 2024 semester:

Any academic student worker enrolled as a full-time student in good academic standing and who is matriculated in a Doctor of Philosophy program at The New School shall have maintenance of status costs waived within the stated term limits for the completion of their degree program.

ARTICLE XXVII: UNIVERSITY SERVICES FEE REBATE

In a semester that an ASW works at least an average of five (5) hours per week (at least 75 hours per semester/session) in unit position(s), the ASW will receive a 100% rebate of the University Services Fee, including the International Student Services Fee.

ARTICLE XXVIII: EMPLOYEE ASSISTANCE PROGRAM

Effective in Fall 2024, The University agrees to provide ASWs with access to The New School Employee Assistance Program. If at any time this program, or a portion of the program is not available, the University will make its best effort to provide an equivalent program or portion in its place.

ARTICLE XXIX: CHILDCARE

- A. The provision of a childcare benefit shall be added as an agenda item for consideration by the Labor Management Committee.
- B. If the University provides any form of childcare benefit to any other group of University employees during the lifetime of the Collective Bargaining Agreement, the University shall offer an equivalent childcare benefit to the Union.

ARTICLE XXX: UNION LEAVE

- A. A maximum of five ASWs in any semester shall be granted up to one week paid leave of absence to attend union meetings, conferences, trainings, and conventions.
- B. The University shall compensate (including wages and any equivalent benefits including fee waivers) up to eight ASWs per academic year when appointed by the Union for representational purposes.
- C. The above shall not exceed an annual (9/1 to 8/31) aggregate of:

Upon Ratification: \$60,000 and will continue at that amount for each academic year thereafter, increasing to \$65,000 in academic year 2025-26.

ARTICLE XXXI: 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 XXXII: DISCIPLINE AND DISCHARGE

- A. The University shall have the right to discipline any ASW covered by this Agreement, up to and including discharge, for just cause. Except as otherwise expressly provided for in this Agreement, such disciplinary treatment shall be subject to the provisions of Article XXXI (Dispute/Grievance and Arbitration Procedure).
- B. Investigatory Leave: The University may place any ASW on investigatory leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty which, in the sole judgment of the University, warrants the immediate relieving of the ASW from all work duties and/or requires the removal of the ASW from the premises. Investigatory leave shall not be considered a form of discipline or corrective action. The University will immediately provide the ASW and the Union with written confirmation of the terms of the investigatory leave.

- C. An ASW may have a Union representative present to represent or accompany the ASW in any discussion or meeting regarding the investigation or any potential discipline or discharge of the ASW.
- D. Nothing in this Article is intended to discourage supervisors from engaging in non-disciplinary mentoring, guidance, or counseling and ASWs involved shall participate in such discussions or meetings.
- E. The University and the Union will make its best efforts to expedite any discharge or other discipline-related grievance and/or arbitration involving an international ASW (E.G. an ASW who attends the University pursuant to a F-1 or J-1 visa, and engages in work at the University while pursuing a course of study at The New School) solely in those instances where the same international ASW conduct that gives rise to the discipline or discharge, and resulting grievance, also jeopardizes the international ASW's academic standing at the university and therefore jeopardizes the international student's visa status.

ARTICLE XXXIII: DISPUTE, GRIEVANCE, AND ARBITRATION PROCEDURE

A. 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. A prompt and efficient method of settling Disputes, as herein defined, is both desirable and necessary. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any Dispute is desirable. An aggrieved ASW, the Union or the University shall have the right to file a grievance pursuant to this Article.

B. Grievances Filed by an ASW or the Union

1. An aggrieved ASW or the Union shall present a grievance within twenty (20) days of its occurrence or discovery. An ASW may be accompanied by a Union representative at any step of the grievance procedure, and an ASW may be accompanied by a Union representative at any investigatory interview which the ASW reasonably believes may result in disciplinary action.
2. Grievances alleging discrimination, harassment (including sexual harassment) or other prohibited conduct outlined in the, Non-Discrimination Policy, and this contract must be filed within 365 days of the earliest date that the grievant had or could have been reasonably expected to have had knowledge of the act, event, or commencement of the condition which is the basis of the grievance. Any grievances filed challenging actions or inactions under the Non-Discrimination Policy will be held in abeyance until the final outcome, including exhaustion of appeals, under that policy, with the exception that a claimant under the Non-Discrimination Policy, solely for matters that do not involve Title IX claims, may notify the University and the Union in writing that he/she/they are electing to initiate a grievance asserting a hostile environment or retaliation claim on one of more bases specified in the Non-Discrimination Policy and discontinue their complaints under the Non-Discrimination Policy..The University will make every effort to investigate and

resolve a case within 120 days from the time notice is received. However, depending upon the complexity of the case and/or the nature of the allegations, as well as other factors, this time period may be extended at the discretion of the University. At the end of the abeyance period or in the event that the claimant elects to initiate a grievance as specified above, the complainant or the Union on his/her/their behalf, may file a grievance at Step Three and if unresolved, the grievance may proceed to arbitration. An arbitrator considering a grievance related in any way to the Non-Discrimination Policy may not issue an Award that is inconsistent with either Title IX requirements or the due process requirements of the Non-Discrimination Policy. The Arbitrator shall not have authority to impose any discipline, sanctions, or other penalty upon any individual. The Arbitrator shall be without authority to render a remedy concerning any academic matter or any aspect of the ASW's status as a student.

3. The following steps shall be followed in the processing of disputes/grievances:
 - a. Step 1a. The ASW shall informally discuss the dispute/grievance with their immediate supervisor, e.g. manager, supervising full-time faculty, the Chair of the department, or the Program Director of the department where employed, within twenty (20) days of its occurrence or discovery. In the event an individual ASW and the University settle a dispute without the written and express agreement of the Union, it will not create a precedent for the interpretation or application of this Agreement.
 - b. Step 1b. If the dispute/grievance is not adjusted satisfactorily within ten (10) days thereafter, the grievance may proceed to Step 2. Furthermore, while ASWs and the administration are encouraged to resolve disputes at Step 1, the ASW or Union may initiate a grievance at Step 2 provided it is so initiated within the twenty (20) days specified above.
 - c. Step 2. Disputes/grievances that proceed to Step 2 must be reduced to writing and sent to the Dean of the appropriate School or their designee within ten (10) days of the Step 1 response. The Dispute/Grievance must specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. The Dean or their designee shall meet with the grievant and the Union within ten (10) days of receipt of the written grievance. The Dean or their designee shall respond to the Union in writing within fifteen (15) days of the meeting, with a copy to the University's Labor Relations Office, and the Office of the Provost.
 - d. Step 3. A grievance not resolved at Step 2 may be appealed in writing within ten (10) days of the conclusion of Step 2 to the University's Grievance Committee, which shall consist of the representatives from University's Offices of the Provost, Human Resources and Labor Relations addressed to the Provost. The Grievance Committee shall meet with the grievant and the Union to discuss the grievance within ten (10) days of receipt of the written appeal. The Grievance Committee is not precluded from inviting other University representatives who are relevant to the grievance. The Grievance

Committee shall respond to the Union in writing within fifteen (15) days of the meeting.

4. Any dispute filed by the Union on behalf of two or more ASWs, or involving the disciplinary suspension or discharge of an ASW or a grievance against a Dean, may be initiated at Step 3. Additionally, as to any other dispute, the parties may proceed initially at Step 3 if by mutual agreement, in writing.

C. Grievances Filed by the University

A grievance filed by the University will initiate at Step 3. A grievance by the University shall be in writing, addressed to the Union at its offices, within twenty (20) days of its occurrence or discovery, and shall specify the nature of the grievance, the provision(s) of this Agreement at issue and the relief requested. The Union shall respond in writing within ten (10) days of its receipt, and shall send a copy of its response to the Labor Relations Office.

D. Miscellaneous Grievance Provisions

1. Any disposition of a dispute/grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not be considered further subject to the Grievance and Arbitration provisions of this Agreement.
2. Failure on the part of either party to address a grievance at any step shall not be deemed acquiescence thereto, and the grieving party may proceed to the next step.

E. Arbitration

1. A grievance not resolved at Step 3 may be taken to arbitration by the Union or the University within thirty (30) calendar days of the conclusion of Step 3. The time within which a party may take a grievance to arbitration is of the essence. A party shall take a grievance to arbitration by giving notice to that effect To the American Arbitration Association, with a copy to the other party. The arbitrators shall rotate from the following panel Barbara Deinhardt, Daniel Brent, Lisa Charles and Martin Scheinman and will meet and discuss adding new names after ratification. Should there be a vacancy on the panel, the University and the Union will mutually choose a substitute. If they cannot agree on a substitute within 30 days of a vacancy, they will choose a substitute by alternately striking names from a list of twelve (12) arbitrators submitted by the American Arbitration Association until one name remains, who will fill the vacancy.
2. The arbitration shall be conducted in accordance with the procedures of the Labor Arbitration Rules of the American Arbitration Association. Notwithstanding the foregoing, the arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in this Article, and shall have no 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 ASW, the Union and the University. The fees and expenses of the arbitrator and the American Arbitration Association shall be borne equally by the Union and the University.

3. If an ASW misses a University work assignment to appear at an arbitration pursuant to a request from the Union, for up to five (5) ASWs, or a University subpoena to attend the arbitration, the ASW will not lose any University wages. If an ASW appears at an arbitration pursuant to a University subpoena and they lose wages from another employer, the University will reimburse that ASW their lost wages, provided the ASW provides the University with ten (10) business day advance notice of (1) the scheduling conflict, and (2) the anticipated amount of wages lost, and presentation of proof documenting such losses after the arbitration.
- F. The time limits provided for in this Article reflect business days and shall not include Saturday, Sundays or University holidays Unless specifically stated otherwise. All time limits herein may be extended by mutual agreement.

ARTICLE XXXIV: LABOR MANAGEMENT COMMITTEE

- A. 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 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.

ARTICLE XXXV: MAINTENANCE OF BENEFITS

- A. All benefits to employees, attributable to the ASW positions held and which are set forth in written University policy heretofore existing, shall be continued unless discontinued or modified by terms of this Agreement or by other written agreements between the University and the Union.
- B. Any prior benefit not the subject of a written University policy shall be treated as written if such prior benefit has been:
 1. A consistent and ascertainable course of conduct.
 2. Engaged in for some reasonable length of time.
 3. Of which the Union and Human Resource, or Provost Office are aware.
 4. Which does not vary the express, written terms of this Agreement.
 5. Which is in respect to a given set of specific circumstances and conditions.

ARTICLE XXXVI: CONFORMITY TO LAW - SAVINGS CLAUSE

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are subject to applicable federal, state, and local law, and are separable. If any part of this Agreement is found to be invalid because of conflict with applicable federal, state or local law, such invalidity shall not affect the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

ARTICLE XXXVII: NO STRIKE, NO LOCKOUT

- A. The Union agrees that it will not, nor will it permit any member of the bargaining unit to call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit-down, slow-down or stoppage of work. Any ASW engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge.
- B. In the event that any ASW violates the foregoing provisions, the Union shall immediately use every means at its disposal to get ASWS who participate or engage in any such action to return to work, including the distribution to the employees and the University, within twenty-four (24) hours of notice of a violation of this Article by the University to any Union officer or to the Union's offices, of a written notice signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union and is to be terminated immediately.
- C. The University agrees that it shall not lockout any of the ASWs covered by this Agreement.

ARTICLE XXXVIII: ENTIRE AGREEMENT

The University and the Union agree that all matters desired by either party have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this Agreement, each party voluntarily and unequivocally waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not within the contemplation of the parties and whether or not referred to in this Agreement. This Agreement constitutes the complete understanding of the parties with respect to all issues between them except individual ASW appointment letters issued pursuant to this Agreement, and may not be modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

ARTICLE XXXIX: TERM OF AGREEMENT AND TERMINATION AND RENEWAL OF AGREEMENT

This Agreement shall be in full force and effect from September 1, 2023 to and including August 31, 2026, and thereafter shall continue in effect unless notice of a desire to modify or terminate the Agreement is given by either party to the other, in writing and by certified mail, return receipt requested, at least sixty (60) days prior to the expiration of the Agreement; provided, however, that where neither party gives such sixty (60) day notice of modification or termination prior to the expiration of the Agreement, the Agreement shall continue in effect until terminated or modified following notice by either

party to the other, in writing and by certified mail, return receipt requested, of a desire to terminate or modify the Agreement, at least ninety (90) days thereafter.

SIGNATURES

For the Union:

For the University:

Sonya Williams
Vice President of Human Resources

Date

Peter Jones
Member
Bond, Schoeneck, & King PLLC

Date

Maggie Koozer
Senior Vice Provost for
Curriculum, Learning, and Academic Affairs
The Provost's Office

Date

Shondrika Merritt
Associate Provost for Student Affairs and
Dean of Students
The Provost's Office

Date

Ryan Gustafson
Assistant Dean of
Academic and Student Affairs
The New School for Social Research

Date

Zachary J. Williamson
Curriculum Affairs Program Manager
The Provost's Office

Date

APPENDIX A: FREEDOM OF EXPRESSION POLICIES

[INSERT HERE]

[INSERT HERE]

APPENDIX B: SIDE LETTERS

SIDE LETTER ON RECOGNITION

The parties agree that in entering this Agreement, neither party is waiving any rights, positions, or arguments with respect to NLRB Case No. 02-RC-323275.

Sonya Williams
The New School
Vice President of Human Resources

Zoe Carey
President, Local 7902

Date: _____

Date: _____

SIDE LETTER ON PENDING MATTERS

Upon ratification of the Agreement and approval by the University, the Union agrees to withdraw all pending SENS unit unfair labor practice proceedings filed with the NLRB, including but not limited to NLRB Case Nos. 02-CA-325117, 02-CA-331918, 02-CA-335490, and 02-CA-336958 and all pending SENS unit grievances and demands for arbitration related to the SENS Collective Bargaining Agreement, with the exception of Step 2 Grievance (reference: T. T.).

Sonya Williams
The New School
Vice President of Human Resources

Zoe Carey
President, Local 7902

Date: _____

Date: _____

SIDE LETTER ON POSTDOCS

The University is willing to explore a postdoc model where a certain number of positions subject to university need will be made available to members of the bargaining unit.

Sonya Williams
The New School
Vice President of Human Resources

Zoe Carey
President, Local 7902

Date: _____

Date: _____

SIDE LETTER ON INTERNATIONAL STUDENT RENTAL GUARANTEES

Given mutual recognition of the gravity of the issues surrounding international students securing leases in the NYC area market, the University and Union mutually agree to make a good faith attempt over the 2024-2027 academic years to develop and implement a pilot institutional guarantor program available to international students.

Given the legal, financial, and actuarial complexities involved in designing such a program, both parties agree that a failure to implement any such program will not constitute a violation of the terms of this agreement. However, both parties mutually agree that disputes about either parties' good faith participation in this experimental process may be subject to mediation.

A provisional model designed by the Union and presented on March 4, 2024, may serve as a heuristic guide, but should not be construed as the to-be-developed program itself.

Provisional Heuristic Model

We propose that The New School can design a program, with a need-based application process, according to which international students who have expressed an inability to secure a lease may be institutionally guaranteed by The New School with features like the following:

1. The University serves as an institutional guarantor for a private residential lease for one or more international ASWs.
2. These ASWs are assigned to year-long ASW appointments.
3. Each ASW's rent contribution is automatically deducted from pay and sent to an escrow account.
4. Each month, rent is disbursed from the escrow account to the private landlord. In New York State, private landlords may not refuse to accept rent payment by escrow.

The aim of such a program is to mitigate landlord and institutional guarantor risk while decreasing international student exposure to houselessness. If successful as a pilot - e.g. a trial one-year pilot that places three international students in one apartment guaranteed by The New School - this program may be expanded to scale with international student need over time.

Sonya Williams
The New School
Vice President of Human Resources

Zoe Carey
President, Local 7902

Date: _____

Date: _____

SIDE LETTER ON REPRODUCTIVE AND GENDER-AFFIRMING CARE

1. Should the University’s student health insurance for the provision, securing, receiving, or in any way supporting reproductive and/or gender-affirming health care services materially change, the University will upon request meet and negotiate the impact of any such changes with the Union.

2. As part of its commitment to the health and wellbeing of the TNS community including the bargaining unit, the University agrees to continue to provide reproductive care services currently offered at no additional cost, including but not limited to: IUD insertion and removal; Nexplanon insertion and removal; emergency contraception; birth control pills, patch, ring, Depo Provera injections and non-hormonal contraception options; HIV Prevention: PrEP and PEP; condoms (internal and external) and dental dams; medication abortion services and related counseling services; and sexually transmitted infections (STI) testing and treatment.

3. Except as provided below, the University will not voluntarily provide any information, including but not limited to, patient medical records, patient level records, or related billing information in furtherance of any inquiry, investigation, or proceeding initiated in or by any state that seeks to impose civil, criminal, or professional liability upon a person or entity for:

Providing, securing, receiving, or in any way supporting reproductive and/or gender-affirming health care services legally performed and provided in New York; or

Any form of assistance or support given to any person or entity that relates to providing, securing, receiving, or in any way supporting reproductive and/or gender-affirming health care legally performed or provided in New York.

Such information will only be provided pursuant to New York and federal law, a valid court order, or subpoena.

The University also agrees to make more visible and accessible its policies and student health benefits related to reproductive and gender affirming care.

Sonya Williams
The New School
Vice President of Human Resources

Zoe Carey
President, Local 7902

Date: _____

Date: _____

SIDE LETTER ON CHILDCARE AT THE NEW SCHOOL

The University will convene a working group on childcare to study and recommend approaches for a university-wide childcare fund. An ASW representative from the bargaining unit will be invited to participate. The University will establish a pilot childcare fund available to the University community in Academic Year 2024-2025 in the amount of \$25,000. The working group will guide the administration of the pilot fund and make recommendations for future models to be implemented for the university community beginning in Academic Year 2025-2026.

Sonya Williams
The New School
Vice President of Human Resources

Zoe Carey
President, Local 7902

Date: _____

Date: _____

SIDE LETTER ON WITHDRAWAL OF PROPOSALS

A failure to achieve or a withdrawal by either side of a bargaining demand on any subject shall be without prejudice, and may not be cited or referred to in any subsequent proceeding.

Sonya Williams
The New School
Vice President of Human Resources

Zoe Carey
President, Local 7902

Date: _____

Date: _____