



# **GSOC-UAW LOCAL 2110**

## **MAKING A BETTER NYU SINCE 1998**

The Union for Graduate Employees at New York University

### **Impact Bargaining Proposals**

Last updated 7/29/20

#### **Positions**

- **Maintenance of positions.** Recognizing the importance of academic continuity, the university will take steps to ensure that graduate workers' reappointments are not disrupted by the pandemic. To that end, the University agrees that the total hours represented by appointments extended in the academic year 2020-2021 shall not fall below **100%** of the number worked in the academic year 2019-2020 in any unit job category including graduate employee adjuncts, graduate assistants, research assistants, and all unit-eligible hourly positions.
- **Appointment letters.** Appointment letters for all bargaining unit positions must specify whether a position is remote or in-person and be issued at least **30 days** before the start of the position. If changes are made after that window, then NYU must still provide compensation.
  - International graduate workers shall receive appointment letters at least **60 days** before the start of the position. If the university fails to issue an appointment by this point, the university shall cover the full cost of the graduate employee's transportation to New York City.
- **Non-discrimination.** While the university is offering online classes, employees cannot be denied or not considered for employment because of health conditions or health conditions of members of their household that would prevent them from taking up an in-person position.

#### **Compensation**

- **Hazard pay.** Any bargaining unit employee who worked or works on campus spring 2020, summer 2020, and/or fall 2020 shall receive a **\$2000 increase per semesterly appointment** as compensation for the risk of increased exposure to COVID-19.
- **Zoom transition pay.** All graduate employee adjuncts employed in spring, summer or fall 2020 shall receive a payment of **\$500** in recognition of extra time spent adapting course material to Zoom.
- **Summer funding.** All graduate students shall receive a one-time payment of **\$8,640**, less any departmental summer funding they have already received for non-emergency purposes. This amount shall be received no later than Aug. 1, 2020.

- **Emergency funding.** In recognition of COVID-related financial hardship (relocation, illness, unforeseen caretaking responsibilities, visa fees, etc.), the University shall establish an emergency fund for all graduate students. The university shall distribute these funds based on description of need without requesting any additional documentation or contacting students' advisors or department, and will publicly report the amount set and the funds used by graduate students.
  - To ensure a transparent, democratic, and inclusive decision-making process, any deliberations regarding the disbursement of the aforementioned money will include the participation of GSOC representatives.
- **Funding extensions.** Any fully funded graduate student shall receive an extra year of funding in amounts equal to or higher than the rates they receive in the 2019–20 academic year, as well as a year's extension of health benefits and waived registration and maintenance of matriculation fees. For graduate students whose funding comes from sources outside the university, such as engineering students in Tandon, NYU must commit to offer the equivalent of one year's worth of such external funding, again in amounts equal to or higher than those currently received, along with a year's extension of health benefits and waived registration and maintenance of matriculation fees.
- **Tuition for Master's students.** Provide tuition refunds for all Master's students whose learning and working conditions were altered by the closure of NYU in the spring and summer. Alternatively, the University will waive tuition for those who opt in to degree extensions.

## Working conditions

- **PPE and social distancing.** All employees working on campus in summer 2020 and fall 2020 shall receive adequate personal protective equipment (PPE), according to CDC guidelines, including the weekly provision of N95 masks (at least 3 per week), hand sanitizer, and gloves. All work sites, including classrooms, must abide by [CDC](#) guidelines in accordance with Article XIII ("Health and Safety").
- **Ventilation.** Scientific evidence increasingly suggests that the coronavirus can be spread through airborne transmission, and the accumulation of aerosol droplets in the air over time poses a risk for its spread. Furthermore, the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), the leading professional association for HVAC&R building design, states that "changes to building operations, including the operation of heating, ventilating, and air-conditioning systems, can reduce airborne exposures." In addition to the measures listed in its July 13, 2020 statement on "Building HVAC Systems" on the "NYU Returns" website, NYU Facilities should continue to improve the health and safety measures taken with its ventilation and filtration systems in the following ways:
  - Publish the types of ventilation and filtration systems currently operating in each NYU building, with an assessment of how closely these systems conform to the

best practices described by ASHRAE in its April 2020 publication, “ASHRAE Position Document on Infectious Aerosols,” Section 3.

- Disclose in graduate instructors’ appointment letters the ventilation and filtration systems in operation in their assigned classroom.
- Make continuous efforts and investments to improve ventilation and filtration systems in NYU facilities in line with ASHRAE’s recommendations. These measures will improve health and safety on campus in the long term for all types of transmissible airborne diseases.
- **In-person class sizes.** To ensure proper social distancing, in-person class sizes in the 2020-2021 academic year must be capped at **50%** of usual capacity relative to the class size caps in each department/program in the 2019-2020 academic year. The university must additionally ensure that each person has 40 square feet of space for effective social distancing.
- **Remote class sizes.** Remote class sizes for sections must be capped at 16 students per class; instructors cannot facilitate effective discussion if students do not all fit on one screen. For lectures, classes shall be capped at **70%** of their usual capacity relative to the class size caps in each department/program in the 2019-2020 academic year.
- **Intellectual property.** All graduate employees, including adjunct employees and research assistants, shall retain ownership of any content they produce that is shared and recorded via online learning tools including Zoom.
- **Data privacy.** All individual health and other data collected to monitor and track COVID-19 shall be held by the Student Health Center in compliance with HIPAA. Mandatory HIPAA training for anyone handling medical records, including but not limited to COVID-19 test results and reporting of symptoms.
- **Option for remote work.** The university must consult GSOC about plans for positions to resume in-person. No graduate employee shall be compelled to work in-person, and there shall be no need for any kind of documentation to work remotely. No graduate student eligible to take up a bargaining unit position should be denied a position on the basis that they request to work remotely and/or refuse to work in person.
- **Office hours.** Due to the threat of COVID-19 transmission, no in-person office hours shall be required.
- **Paid leave.** All employees will be guaranteed 4 weeks of paid leave at regular weekly pay, for reasons including personal and family medical and mental health.
- **Internet and equipment.** Employees with remote positions shall receive **\$800** per semester-long appointment (for up to one appointment per semester) to subsidize internet and technology costs (including internet, computer, printer, air conditioning and electricity bills, online teaching resources, and headphones) as well as desk chairs and desks in accordance with Article VIIIA (“Professional Conditions.”) This sum will be proportionately adjusted for shorter or longer appointments. This will be distributed at the beginning of the fall 2020 term for fall appointments, and immediately upon conclusion of this agreement to spring 2020 and summer 2020 employees.
- **Rent subsidies.** Employees shall receive **\$1,500** per semester-long appointment (for up to one appointment per semester) to subsidize the cost of renting apartments now being

used as home offices. This sum will be proportionately adjusted for shorter or longer appointments.

## Healthcare

- **Full coverage for all COVID-related healthcare.** All costs related to COVID-19 care will be fully reimbursed, regardless of Wellfleet's internal policy about COVID-19 costs. Additionally, given that many students are relocating and will not have access to their normal network of healthcare providers, all additional COVID-19-related care should also be covered at 100%, regardless of Wellfleet's policies and regardless of whether care was provided by an in- or out-of-network provider.
- **Reimbursement.** The university shall reimburse all health expenses, including dental and mental health, incurred during the in-person closure of SHC as a result of the employee not being able to access SHC, for e.g. reimbursement of uncovered co-pays. The graduate employee will be reimbursed the amount paid minus the amount that they would have paid had they had in-person access to the SHC.
- **Extension of health insurance.** Any graduate employee who received health benefits during a semester in which the Student Health Center was offering services remotely shall receive a proportionate extension of their health benefits once the SHC begins offering in-person services. (For example, an employee who worked both spring and summer 2020 shall receive two additional semesters of health benefits once the SHC begins offering in-person services).
- **Dental care extension.** Any graduate employee who received dental benefits during a semester in which the Student Health Center was closed shall receive a proportionate extension of their STU-DENT benefit.
- **Optometry extension of care.** Due to increased use screens as a condition of graduate employment, the university shall cover the cost of two additional eye tests per annum, cover the cost of prescription eyeglass lenses, and provide a subsidy of \$220 for eyeglass frames or contacts.
- **Health insurance during leaves of absence.** Any graduate employee who takes a leave of absence, for any permitted reason, shall continue to receive full health benefits according to Article XVIII ("Health Insurance"). This shall apply to summer and fall 2020 workers, and any employee who took a leave of absence in spring 2020 shall receive retroactive compensation to cover the cost of health insurance.
- **Continuation option.** The university shall reinstate the "Continuation Option" for student health insurance so that graduating students have access to healthcare post graduation.
- **No enrollment deadline.** The university shall allow employees and their dependents to enroll in the student health insurance plan at any point throughout the semester. Employees or dependents who enroll later than week 6 of the semester will receive a prorated rate on the cost of the plan.

## International students

- **Maintenance of visa status.** Ensure that any graduate employee on F-1 or J-1 visas is able to maintain their visa status even if courses shift online, if work cannot be performed remotely, or if campus research programs are impaired or suspended, and support graduate employees who must leave the country if visa statuses change.
- **Legal assistance.** The University shall provide access for all international graduate employees, undocumented employees and their dependents to institutional resources and fully subsidized independent legal assistance for issues associated with work authorization, taxes, visas, immigration, future employment and internship opportunities related to their position that were disrupted due to COVID-19.
- **Visa and SEVIS fee reimbursement fund.** Establish a visa and related-fee reimbursement fund, to which graduate employees can apply for reimbursements of visa renewals and visa-related expenses up to **\$500** each. This fund shall be available to at least any member of the bargaining unit who worked or works in spring 2020, summer 2020, or fall 2020.
  - **CPT fee.** The University shall reimburse all fees associated with credits to obtain CPT authorization incurred by an international graduate employee.
- **CARES Act and future federal funding.** The new guidance issued by the Department of Education regarding the distribution of the Higher Education Emergency Relief Fund (HEERF) Section 18004(a)(1) of the CARES Act states that the minimum allocation to be awarded for Emergency Financial Aid Grants to Students will be accessible only to students who are eligible for federal financial aid, namely US citizens and some lawful permanent residents, and therefore excludes international students, DACA recipients and other categories based solely on their immigration status.
  - The University must ensure that in receiving funds from NYU Covid-19 emergency relief fund, no student will face repercussions in future immigration proceedings.
  - To ensure equitability, pursuant to Article XIV (“Non-Discrimination”), the University commits to support federally “non-eligible” international and DACA students using University resources, and the University must match or increase the per capital amount that federally eligible students receive.
  - To ensure a transparent, democratic, and inclusive decision-making process, any deliberations regarding the disbursement of the aforementioned money will include the participation of GSOC representatives.

## Bargaining unit

- **Global sites.** Any graduate student working at an NYU Global site as part of the university’s “Go-Local” program in fall 2020 must be directly employed by NYU’s NYC campus and be included in the bargaining unit covered by GSOC’s collective bargaining agreement with the university.

- All graduate student workers that participate in the “Go-Local” program in fall 2020 will receive full coverage through NYU’s Study Away comprehensive health insurance plan, Geoblue, with no additional fees.

## **NYPD-NYU Ties**

- In accord with Article XIII (“Health and Safety”) and Article XIV (“Non-Discrimination”), the University shall immediately break all ties with the NYPD and other law enforcement agencies as follows:
  - Larry Fink will step down from the board of trustees at NYU.
  - No ICE on campus: The University will deny requests for any access to campus premises to Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or other government agencies unless mandated by court order, warrant or subpoena; and to inform the NYU community of such requests.
  - NYU will break all ties with NYPD listed [here](#).
  - NYU will not accept money from NYPD or any other state or federal law enforcement entity for research-related purposes, nor conduct any research in collaboration with or at the request of the NYPD.
  - NYPD will not be permitted any form of routine or unannounced patrols on NYU campus.
  - NYPD shall not be given access to NYU’s campus without a warrant.
  - When NYPD must gain access to campus for exceptional reasons, a legal observer must be present.
  - NYU will not cooperate with NYPD investigations or turn students over to NYPD, unless in cases where this is considered unlawful and NYU risks actual criminal charges (ie. missing persons and violent felony). NYU will not call NYPD in instances of property damage.
  - NYU will not hire NYPD details for movement or graduation. All community liaison programs and events with the NYPD will no longer be permitted.
  - NYU Public Safety leadership will be under the democratic control of students.
  - NYU will expand the job description of campus safety officers to include alternatives-to-policing intervention methods, related to mental health, de-escalation, and more. With this expanded job description, it is expected that former federal and metropolitan police officers will no longer be hired to work as campus security officers, as their training as police officers would disqualify them for this role.
  - NYU will disclose all documents related to the exchanges between the institution and law enforcement agencies from the institution’s inception until now.