

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**NEW YORK UNIVERSITY**

**and**

**INTERNATIONAL UNION, UAW, AFL-CIO AND LOCAL 2110,  
TECHNICAL, OFFICE AND PROFESSIONAL WORKERS, UAW**

**September 1, 2001- August 31, 2005**

**AGREEMENT** made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2002, between NEW YORK UNIVERSITY, hereinafter termed the "Employer" or "University" and INTERNATIONAL UNION, UAW, AFL-CIO and its Local 2110, Technical, Office and Professional Workers hereinafter termed the "Union", wherein it is mutually agreed as follows:

**ARTICLE I - RECOGNITION**

Pursuant to the Certification of Representative, issued by the National Labor Relations Board in New York University and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, Case No. 2-RC-22082, except as modified herein, New York University recognizes the International Union UAW, AFL-CIO and its Local 2110, Technical, Office and Professional Workers, as the sole and exclusive bargaining agent for all teaching assistants, graduate assistants, research assistants (including teaching fellows, research fellows, Metro Center tutors and preceptors), who are classified under codes 101, 130, 131 (referred to collectively as graduate assistants) employed by New York University. Excluded from the unit are all other employees, graders and tutors, graduate assistants at the Sackler Institute, candidates for the Master of Business Administration degree in the University's Stern School of Business, those research assistants funded by external grants in the Physics, Biology, Chemistry and the Center for Neurosci-

ence (CNS) Departments and guards and supervisors as defined by the National Labor Relations Act.

## **ARTICLE II - BARGAINING UNIT INFORMATION**

**A.** The University will provide to the Union a list of all graduate assistants, including name, address, home telephone number, email address, gender, race, school, department (enrolled and employed), payroll code, term of the appointment, job title, stipend, date of hire as soon as reasonably practicable but within (30) days of the start of the semester.

**B.** The University will provide reasonable notice to the Union of a major re-organization of the University which has a substantial impact on the bargaining unit, provided that failure to give notice shall not be a basis to change or enjoin the decision on reorganization.

## **ARTICLE III - UNION SECURITY AND CHECKOFF**

**A.** All graduate assistants who become employed by the University and covered by this Agreement and who fail voluntarily to acquire and maintain membership in the Union, shall be required as a condition of continued employment to pay to the Union each month, beginning no later than thirty-one (31) days after the date of their employment, or after the ratification of this Agreement, whichever is later, an Agency Fee (a service charge as a contribution toward the cost of administration of this Agree-

ment and the representation of graduate assistants). The amount of such Agency Fee shall be the equivalent to the amount uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union.

**B.** Payment of union dues and agency fees may be made via the check off procedure provided by this Agreement. The Union shall hold the University harmless for any action taken in connection with this Article or the enforcement thereof.

**C.** Upon receipt of a graduate assistant's written authorization, the University shall deduct from such graduate assistant's stipend in accordance with this Agreement, such Union Dues or Agency Fees and remit same together with a list of the names of the graduate assistants from whose stipends deductions were made. The deduction shall be made in the first paycheck of the month. The University agrees to transmit the dues and agency fees deducted to the Union by the tenth (10<sup>th</sup>) day of the following month. The Union shall have the exclusive right of dues and agency fee checkoff for all graduate assistants covered by the Agreement.

In order for the deductions to be made, the authorization cards must be received by the University's designated representative by the fifteenth (15<sup>th</sup>) day of the month preceding the month when the checkoff is to begin. The University is not required to

make retroactive deductions if an employee is out on an unpaid leave of absence or other unpaid status.

The Union will provide to the University a suitable form, signed by a graduate assistant, for the authorization of payroll deductions.

#### **ARTICLE IV - TERMS OF APPOINTMENT OF GRADUATE ASSISTANTS**

**A.** Each Graduate Assistant shall, prior to ten (10) business days after the start of his/her on-site responsibilities, receive from the relevant Department or Program a Letter of Appointment. The Letter of Appointment shall set forth the amount of any stipend, the duration of the appointment, and the expected average number of hours per week for an adequately - prepared graduate student. The Letter of Appointment may also set forth such other relevant terms and conditions as may be established by the Department or Program.

**B.** In the event the position described in the Letter of Appointment becomes unavailable due to cancellation or similar reasons the University shall assign the graduate assistant to a comparable position for the duration of the appointment.

C. No graduate assistant shall be required to perform a service for the benefit of any other University employee that is entirely personal in nature.

D. Graduate Assistants who are required to enroll in any course, including ESL language training, as a condition of their employment, shall have the tuition and/or fees for such courses waived.

E. Graduate Assistants shall be paid bi-weekly, commencing no later than fourteen (14) days after the effective date of the appointment. The option of direct deposit of paychecks shall be made available to graduate assistants, no later than February 1, 2002.

F. Graduate Assistants, for the term of their appointment, shall have fees waived for tuition, maintenance of matriculation, basic membership in the sports center, student activities and registration.

#### **ARTICLE V - UNION OFFICERS AND MEETINGS**

A. The Union may designate a Unit Chair and up to thirty stewards. As soon as practicable after the start of the fall semester, the Union will provide the University's Office of Labor

Relations with a list of the names and departments of such representatives and will timely provide any changes thereto.

**B.** The University will, upon request of the Union no more than three (3) times per academic year, make available a suitable meeting space for general union membership meetings. Union requests must be made no later than ten (10) business days prior to the desired meeting date.

**C.** The University and the Union will mutually agree upon the text of a brief letter of information about the Union to be included with a union membership/agency fee authorization card to be included with a Graduate Assistant Letter of Appointment.

**D.** The Union may have an information table for a one hour period prior to a school-wide teaching assistant orientation.

**ARTICLE VI - BULLETIN BOARDS**

The University shall provide six (6) 24 inch by 36 inch bulletin boards in reasonably accessible places for Union notices relating to meetings, dues, social activities and general union matters. One bulletin board shall be glass enclosed with a lock.

No notices which are derogatory to the University shall be posted.

**ARTICLE VII - GRADUATE ASSISTANT RECORDS**

Notwithstanding union requests for information pursuant to collective bargaining and grievance-handling, Graduate Assistants shall have the same access to their records of employment as graduate assistants as exists for student records under the Family Educational Rights and Privacy Act.

**ARTICLE VIII - PROFESSIONAL CONDITIONS**

**A.** Graduate Assistants will have reasonable access to desk space, telephone, voicemail and photocopy equipment, as necessary to carry out their responsibilities.

**B.** Consistent with program guidelines, Graduate Assistants shall have reasonable latitude, where appropriate, to exercise their professional judgement within their area of expertise in deciding how best to accomplish their assignments within the scope of the directions given by the individual supervisor as well as fiscal and time constraints. In addition, graduate assistants shall receive appropriate acknowledgment of their projects or contributions to projects in such instances in which acknowledgment is customarily publicly given by the University.

**C.** Graduate Assistants who are required to attend a pre-semester training or organizational session shall receive \$100.00 per each day.



**ARTICLE IX - TRAVEL AND MEAL ALLOWANCE**

A Graduate Assistant who is required, as part of his/her duties as graduate assistant, to engage in authorized out of town travel, shall, upon presentation of appropriate documentation, be reimbursed for ordinary and necessary expenses in accordance with University policies applicable to travel and meal expenses for University faculty and administration.

Graduate Assistants who are required to engage in authorized local travel shall be reimbursed for the cost of public transportation. The use of other means of transportation will be reimbursed if approved by the supervisor.

**ARTICLE X - FACULTY AND STAFF ASSISTANCE PROGRAM**

Graduate Assistants shall have access to the services and programs of the University's Faculty and Staff Assistance Program on the same basis as other University employees.

**ARTICLE XI - HOLIDAYS**

The University's Administrative holiday schedule shall be applicable to graduate assistants. Any graduate assistant required to work on a University holiday may arrange for a mutually agreeable alternative within the same semester with the appropriate supervisor. The University will provide to the Union a list of the University's Administrative holidays.

**ARTICLE XII - LEAVES OF ABSENCE**

**A.** The University will not unreasonably deny a graduate assistant's request for a paid leave of reasonable duration due to the graduate assistant's illness, religious observance or for bereavement due to the death of a parent, child, spouse, domestic partner, sibling or grandparent.

**B.** In the event of a graduate assistant's illness for a period of fourteen (14) days or longer, the parties recognize that it is the University's responsibility to make alternative arrangements to cover the graduate assistant's assignment.

**C.** Graduate Assistants shall have all rights provided by law for military leave.

**D.** Graduate Assistants shall not have any reduction of stipend due to service on jury duty. To the extent permitted by law, graduate assistants shall request a postponement of jury service if requested to do so by their Department or program. Graduate Assistants shall advise their supervisor of their receipt of notice for jury service as soon as reasonably possible.

**E.** The University shall not, during the period of a graduate assistant's appointment, unreasonably deny a graduate assis-

tant request for an unpaid personal leave of reasonable duration, including leave for required foreign military or civil service.

**F.** A maximum of three (3) graduate assistants per academic year will each be entitled to one unpaid leave of absence for contiguous Fall and Spring semesters for union business. During such leave of absence, the graduate assistants shall remain eligible for tuition remission and student health insurance coverage. Any individual graduate assistant may be granted no more than one (1) such leave of absence.

#### **ARTICLE XIII - HEALTH AND SAFETY**

**A.** In compliance with University health and safety policies and procedures, the University shall make reasonable attempts to maintain in safe working condition the assigned workplace and equipment required to carry out assigned duties.

**B.** Two University representatives and two Union representatives, at the request of either party, will meet at a mutually agreeable time and place, twice during each contract year, to discuss matters relating to health and safety.

#### **ARTICLE XIV - NON-DISCRIMINATION**

**A.** There shall be no discrimination against present or future employees by reason of race, religion, color, national origin, sex, sexual orientation, age, disability, marital or

parental status, veteran status, union activity or any characteristic or factor protected by the law, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. §1981, the Equal Pay Act, Title VI of the Civil Rights Act of 1964, the Vocational Rehabilitation Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, the New York City Human Rights Law, the National Labor Relations Act or any similar or related laws, rules, and/or regulations, under statutory or common law.

**B.** Any grievance claiming a violation of this Article may be initiated at Step 3 of the grievance procedure.

**C.** The University's Sexual Harassment policy will be prominently posted.

#### **ARTICLE XV - DISCIPLINE AND DISCHARGE**

The University may discharge or discipline a graduate assistant for just cause. "Discipline" or "discharge" means termination of a graduate assistant's employment or suspension with loss of pay and shall not include any adverse action based on academic performance by a graduate assistant. In the event that the University relies upon previous warnings to justify disciplinary action, the Union may include the previous warnings as part of the grievance.

**ARTICLE XVI - POSTING**

**A.** Departments which customarily employ only their own students as graduate assistants will establish a system whereby each graduate student is able to easily find out the graduate assistant positions, not otherwise assigned, available within the department, and will post this information so that all qualified graduate students are given equal opportunity to apply. The department will also employ other appropriate channels of communication to maximize distribution of this information.

**B.** Departments or Programs which customarily employ non-departmental graduate assistants for a course(s) will post these employment opportunities, not otherwise assigned, on a University-wide basis in order to ensure that all qualified graduate students are given equal opportunity to apply for anticipated openings. Such University-wide postings shall be made available via the internet or other University on-line information systems at an address specifically devoted to graduate assistant hiring that is announced and made known to the union.

**ARTICLE XVII -STIPENDS**

Graduate Assistants shall receive stipends as provided in the attached Appendix to this Agreement.

**ARTICLE XVIII - HEALTH INSURANCE**

**A.** The University will maintain the current student health insurance plan, or a substantially equivalent plan, in effect for graduate assistants. The University will make the following percentage contribution toward the annual cost of individual coverage for graduate assistants:

Academic Year 2001-2002	-	50%
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**B.** Effective September 1, 2002, the University will provide its current student health insurance plan (Comprehensive Plan - Individual Coverage), or a substantially equivalent plan, at no cost to graduate assistants.

**C.** Effective September 1, 2003, The comprehensive student health insurance plan's Outpatient Benefit maximum will be \$30,000.00 per condition.

**ARTICLE XIX - MAINTENANCE OF BENEFITS**

**A.** All benefits to employees, attributable to the graduate assistant 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 both parties 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 XX - 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. This is the sole and exclusive procedure for the resolution of grievances under this Agreement.

**B.** An aggrieved graduate assistant or the Union shall present a grievance within fifteen (15) days of its occurrence or such grievance shall be deemed waived by the graduate assistant and the Union. A graduate assistant may be accompanied by a union representative at each step of the grievance procedure.

**C.** The steps set forth below will be followed in the processing of grievances:

**Step 1.** The graduate assistant shall discuss the grievance with the appropriate faculty member or administrator, as the case may be, within the graduate assistant's department or in the appropriate unit of the assistantship. If the grievance is not adjusted satisfactorily to the graduate assistant within ten (10) days, the Union may appeal the grievance to Step 2.

**Step 2.** Grievances appealed to Step 2 shall be reduced to writing and sent to the Dean of the appropriate school or his/her designee, with a copy to the appropriate Department Chair and the University's Office of Labor Relations. The written grievance must set forth the basis therefor with reasonable particularity, including a designation of the Article of the Agreement relied upon and the remedy requested. The Dean or Dean's designee shall meet with the grievant and the Union within ten (10) days of the receipt of the written grievance. The Dean or Dean's designee shall respond to the Union in writing within ten (10) days, with a copy to the University's Office of Labor Relations.

**Step 3.** A grievance not settled in Step 2 may be appealed in writing to the Provost of the University, or his/her designee, within ten (10) days of the Step 2 denial. The Provost or Provost's designee shall meet with the Union to discuss the grievance within ten (10) days of the receipt of the written



appeal. The Provost or designee will render a decision within fifteen (15) days of receipt of the appeal.

**D.** The University may present a grievance initially at step 3 by notice in writing addressed to the Union at its offices. The Union shall respond in writing to the University's grievance within five (5) days.

**E.** Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of the Agreement. Failure on the part of either party to answer a grievance at any step shall not be deemed acquiescence thereto, and the grieving party may proceed to the next step.

**F. (1)** If either party is not satisfied with the Step 3 response, the grievance may be taken to arbitration by the University or the Union within thirty (30) days of the step 3 response. The time within which a party may request arbitration is of the essence. A party shall request arbitration by giving notice to that effect to the American Arbitration Association with a copy to the other party. The selection of the Arbitrator shall be from panels submitted in accordance with the rules of the American Arbitration Association.

**(2)** The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in paragraph A above and shall not have authority to add to, subtract from, modify or amend in any way the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the Union, the University and the graduate assistant. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties.

**G.** The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the University with respect to the University's exercise of management or academic rights under Article XXII (Management and Academic Rights) of this agreement.

**H.** The time limits provided for in this Article shall not include Saturdays, Sundays and University Holidays. All time limits herein may be extended by mutual agreement.

**I.** Grievances concerning the discharge of a graduate assistant, and/or grievances pertaining to more than one graduate assistant may be initiated by the Union at Step 3 of the grievance procedure.

**ARTICLE XXI - 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 employee engaging in any conduct prohibited by this Article is subject to disciplinary action, including discharge.

**B.** In the event that any of the employees violate the provisions of the foregoing paragraph hereof the Union shall immediately use every means at its disposal to get employees 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 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 lock out any of the employees covered by this Agreement.

**D.** Nothing in this Agreement constitutes a waiver of the University's right to legal and/or equitable relief in a court of competent jurisdiction in the event of violation of this Article,

provided that under no circumstances will the University seek or accept monetary damages of any kind.

**ARTICLE XXII - 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 graduate assistants; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which graduate assistants' performance is evaluated; to establish and require graduate assistants to observe University rules and regulations; to discipline or dismiss graduate assistants; 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; or to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic matters.

**B.** Decisions regarding who is taught, what is taught, how it is taught and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

**C.** 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.

**D.** No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this agreement.

**ARTICLE XXIII - NOTICES**

All correspondence, legal process and/or notices provided for by this Agreement may be delivered by personal delivery, regular, certified or express mail, private courier or facsimile:

To the Union:  
Local 2110, UAW, Technical, Office and Professional Workers  
AFL-CIO  
113 University Place, 5<sup>th</sup> Floor  
New York, NY 10003

To the University:

Office of Labor Relations  
New York University  
Elmer Holmes Bobst Library  
70 Washington Square South  
New York, NY 10012

Unless otherwise provided by law, correspondence and notices may be sent by electronic mail. Any change of address shall be provided to the other party by its effective date.

**ARTICLE XXIV - 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 unqualifiedly waives the right and each 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, with the letter agreement between the University and the Union dated March 1, 2001, constitutes the complete understanding of the parties with respect to all issues between them, supercedes all oral or written agreements heretofore made and may not be changed, modified or amended except by an explicit agreement in writing signed by authorized agents of the parties.

**ARTICLE XXV - 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 shall be found to be invalid because of conflict with any applicable Federal, State or Local law, such invalidity shall not affect any of the remaining parts of this Agreement, and the parties shall meet to negotiate a substitute provision.

**ARTICLE XXVI - TERM OF AGREEMENT**

This Agreement shall be effective to and including August 31, 2005. The parties shall commence negotiations on a successor contract upon the request of either party on or after June 1, 2005.

**NEW YORK UNIVERSITY**

**INTERNATIONAL UNION,  
UAW, AFL-CIO**

By: \_\_\_\_\_  
Terrance J. Nolan  
Deputy Director of  
Labor Relations

By: \_\_\_\_\_  
Philip A. Wheeler  
Director, Region 9A

By: \_\_\_\_\_  
Julie Kushner  
Sub-Regional Director -  
Region 9A

**Local 2110, Technical, Office  
and Professional Workers,  
UAW**

By: \_\_\_\_\_  
Robert Berne  
Vice-President for Academic  
and Health Affairs

By: \_\_\_\_\_  
Maida Rosenstein  
President





**APPENDIX**  
**MINIMUM STIPEND RATES**

**DEFINITIONS AND CONDITIONS**

1. "Academic Year" means the traditional Fall and Spring semesters at the University.
2. A graduate assistant appointment for the Fall or Spring semesters shall be at least one-half the minimum rate for an academic year appointment.
3. The minimum rates contemplate an average of twenty (20) hours per week during the Fall and Spring semesters. Any graduate assistant assignment which has an established and required schedule which averages more than twenty (20) hours per week shall have the minimum stipend rate proportionately adjusted. Examples of duties that shall be considered part of a normal workload are actual class time, reasonable office hours or time spent advising students, a reasonable amount of preparation time for an adequately-prepared graduate student, reasonable time spent grading, proctoring and required training for which the assistant receives no academic credit. A summer graduate assistant assignment of less than fourteen (14) weeks shall have the minimum stipend rate proportionately adjusted.
4. The University, in its sole discretion, may establish stipend rates above the minimum rates for any graduate assistant.
5. In any single department, if the initial appointments of two (2) or more new graduate assistants carry stipend rates higher than the stipend rates of any incumbent graduate assistants, the stipend rates for incumbents shall not be lower than those initially appointed.

**MINIMUM STIPEND RATES**

**A.** For Graduate Assistants who are candidates for a doctoral degree in any school or a master's degree in the Graduate School of Arts and Science or the Courant Institute of Mathematical Sciences, or a master's degree in Cinema Studies or Performance Studies and for all graduate assistants with appointments in the Expository Writing Program and the Morse Academic Plan:

<u>Academic Year</u>		<u>Summer</u> (approx. 14 weeks)
2001-2002	\$15,000 or 3.5% above previous comparable appointment, whichever is higher	\$7,500
2002-2003	\$16,000 or 3.5% above previous comparable appointment, whichever is higher.	\$8,000
2003-2004	\$17,000 or 3.5% above previous comparable appointment, whichever is higher.	\$8,500
2004-2005	\$18,000 or 4% above previous comparable appointment, whichever is higher.	\$9,000

**B.** For Graduate Assistants who are candidates for a master's degree in all other schools:

<u>Academic Year</u>		<u>Summer</u> (approx. 14 weeks)
2001-2002	\$10,000 or 3.5% above previous comparable appointment, whichever is higher.	\$5,000
2002-2003	\$11,000 or 3.5% above previous comparable appointment, whichever is higher.	\$5,500
2003-2004	\$12,000 or 3.5% above previous comparable appointment, whichever is higher.	\$6,000
2004-2005	\$13,000 or 4% above previous comparable appointment, whichever is higher.	\$6,500

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