

## NEUTRALITY AND ELECTION AGREEMENT

This Agreement is made this 26th day of November, 2013, between NEW YORK UNIVERSITY (including its affiliate, the Polytechnic Institute of New York University), hereinafter referred to as "the Employer" or "the University," and the International Union, UAW, and its affiliates, the GRADUATE STUDENT ORGANIZING COMMITTEE ("GSOC/UAW) and SCIENTISTS AND ENGINEERS TOGETHER (SET/UAW), hereinafter collectively referred to as "the Union."

**WHEREAS**, the Union filed petitions with the National Labor Relations Board in Case Nos. 2-RC-23481 and 29-RC-12054 seeking to represent graduate employees of the University, including its affiliate, the Polytechnic Institute of New York University; and

**WHEREAS**, proceedings before the NLRB have become protracted and have generated conflict and uncertainty; and

**WHEREAS**, the parties desire to establish a fair and expeditious method to enable graduate employees of the University to decide, free of interference, whether they wish to be represented by the Union or any other labor organization;

**THEREFORE**, the Employer and the Union agree as follows:

- 1. Determination of Majority Status.** The question of whether a majority of the graduate employees in the unit set forth in paragraph 3 shall be determined in an election conducted by the American Arbitration Association ("the AAA"). Accordingly, the Union agrees that, upon the execution of this agreement by the parties hereto, it will request withdrawal of the petitions in Case Nos. 2-RC- 23,481 and 29-RC-12,054. If a majority of employees voting in an election conducted by the AAA pursuant to the terms of this Agreement votes in favor of representation by the Union, the Employer immediately shall grant recognition to the Union as the exclusive collective bargaining representative of the employees in the unit with all of the rights and obligations of a Union certified by the NLRB, to the extent consistent with this Agreement and the letter dated November 26, 2013.
- 2. Eligible Voters.** Eligible to vote shall be any employees in the unit described below in paragraph 3 employed during the Fall or Spring semester during which the election is conducted.
- 3. Appropriate Collective Bargaining Unit:** All graduate students who teach classes, including those enrolled in Ph.D. programs and those enrolled in Master's degree programs; graduate assistants; research assistants, who are employed by the Employer. Excluding all other employees, graduate employees enrolled in Ph.D. programs beyond the 7<sup>th</sup> year who are classified as adjuncts, graders and tutors, graduate assistants at the School of Medicine, candidates for the Master of Business Administration degree in the University's Stern School of Business, research

assistants at Polytechnic Institute, research assistants in the biology, chemistry, neural science, physics, mathematics, computer science, and psychology departments, and guards and supervisors as defined in the National Labor Relations Act.

4. **Neutrality:** The parties agree that the decision whether to be represented for purposes of collective bargaining should be made by the covered employees free from influence by the University, including university administration representatives, for example, department chairs, and directors of graduate studies, who have the authority to affect the employment status or academic progress of covered employees. The parties shall issue a joint statement at the time this agreement is executed as set forth in Attachment A hereto. In order to provide a procedure to enable the employees to exercise this right, the parties agree to the following procedure:

a) Simultaneously with the execution of this Agreement, the Employer shall provide the Union with a list, in an Excel format, of all employees in the unit, with addresses, telephone numbers, e-mail addresses, job titles, department where they are enrolled, department where they are employed, and work location. The Union will not use this list for other than internal Union administration and communication with the covered employees.

b) A reasonable number of Union representatives shall be permitted access to all areas of the campus that are open to employees in the unit for the purpose of communicating and meeting with employees and posting literature, provided that the Union does not disrupt the operations of the University. The names of such representatives, who are not University students, shall be provided in advance to the University.

c) Employees in the unit shall be permitted to wear shirts, buttons, and other items expressing their position as to whether to select the Union as their collective bargaining representative.

d) The University administration's officers, agents or, representatives shall not engage in any efforts to influence the vote in any election conducted pursuant to this agreement, including but not limited to speeches, one-on-one meetings, distribution of literature, organized get-out-the-vote campaigns, or other activities intended to influence the free choice of the graduate employees. The University administration shall communicate this commitment to its officers, agents, and representatives. Both parties recognize the important role Academic Freedom plays in the freedom of expression of the Faculty and the University's neutrality position needs to be viewed in this context. However, it is also recognized that in this context of a graduate employee making a free choice on unionization, the view of an individual faculty member on unionization could be misunderstood by a covered employee. Therefore, the University administration will communicate its commitment to neutrality to the broader University community and encourage faculty to refrain from actively campaigning one way or the other.

5. **Timing of Election:** Upon request by the Union, made within seven (7) days of the execution of this agreement, an election shall be conducted by the AAA within 14 days of the date of such request.

6. **Enforcement:**

a) Neither party shall initiate any proceeding with the NLRB concerning the provisions of this agreement, the decision by the employees in the unit whether to be represented by the Union, or the conduct of the parties in connection with the decision by the employees in the unit whether to be represented by the Union, or any other matter related to the employees in the unit

b) Should any dispute arise between the parties prior to an election concerning compliance with the provisions of sections 1 through 5 of this agreement, a hearing shall be conducted before Arbitrator Martin Scheinman, Esq. within 48 hours of notice by the party alleging a violation to the other party and to Arbitrator Scheinman. The parties agree to make themselves available during the evenings and on weekends in order to comply with this time limit. Any hearing conducted pursuant to the provision shall be limited to four hours, equally divided between the parties, including argument. Arbitrator Scheinman shall have the authority to issue such order as he deems necessary to ensure compliance with this Agreement, including bench decisions, temporary restraining orders or preliminary injunctions.

c) Should any dispute arise as to the eligibility of any employee to vote in an election conducted pursuant to this agreement, such dispute shall be resolved by Arbitrator Scheinman, based upon the terms of this agreement. The arbitrator shall take into consideration the standards applied by the NLRB under the National Labor Relations Act, provided that the employees described in paragraph 3 are deemed to be eligible to vote and those standards are otherwise consistent with this agreement.

d) Should any dispute arise as to the results of an election conducted pursuant to this agreement, such dispute shall be resolved by Arbitrator Scheinman, based upon the terms of this agreement, and the arbitrator shall follow standards applied by the NLRB under the National Labor Relations Act, to the extent those standards are otherwise consistent with this Agreement.

e) Any hearing to resolve issues arising under subparagraphs c) or d) hereof shall be held within 21 days of the election, and shall be limited to one day in duration, equally divided between the parties, including argument. A decision, order and certification shall issue within 14 days following conclusion of the hearing. If the arbitrator concludes that a majority of employees in the unit have selected the Union as their collective bargaining representative, she shall order the Employer to bargain collectively and in good faith with the Union.

f) Should any dispute arise between the parties after the Employer has recognized the Union, Arbitrator Scheinman shall have the authority to resolve any issues which arise by application of the legal standards developed and applied by the NLRB pursuant to the NLRA. The procedures of the Labor Arbitration Rules of the AAA shall apply to any hearings conducted pursuant to this paragraph.

g) If Arbitrator Scheinman is unavailable to resolve issues pursuant to this Agreement, Arbitrator Daniel Brent, Esq. or Ralph Berger, Esq. shall serve in his place and shall have full authority to resolve such issues.

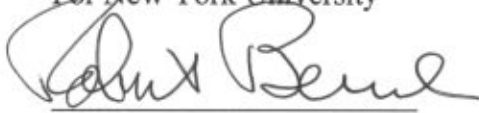
h) Following expiration of any collective bargaining agreement covering the employees in the unit described in paragraph 3 any legal issues shall be resolved by an arbitrator who is a member of the National Academy of Arbitrators, selected pursuant to the procedures of the AAA. The arbitrator shall follow the legal standards developed and applied by the NLRB to employees covered by the NLRA to the extent consistent with this Agreement and the letter dated November 26, 2013.

i) All orders and decisions issued by an arbitrator pursuant to this Agreement shall be final and binding on the parties. Upon application of a party to this Agreement, any court of competent jurisdiction located within the County of New York, State of New York, shall, in accordance with law, enforce an order of the arbitrator, including temporary restraining orders and preliminary injunctions. The parties hereby consent to the entry of an order of an arbitrator as the judgment or order of the court, without findings of fact or conclusions of law. In the event of an unsuccessful challenge to an arbitration award issued pursuant to this agreement, the party who challenged the award or who unsuccessfully objects to the entry of an award of the arbitrator as an order of the court shall pay the reasonable attorneys' fees and costs of the other party.

7. Effective date: In the event that the NLRB declines or refuses to terminate the proceedings referred to above, this Agreement will be void.

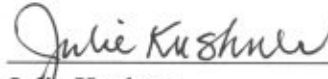
8. Nothing in this Agreement precludes any party from asserting that a particular person is or is not an employee within the meaning of the National Labor Relations Act.

For New York University



Robert Berne  
Executive Vice President  
for Health

For International Union, UAW



Julie Kushner  
Director, UAW Region 9A

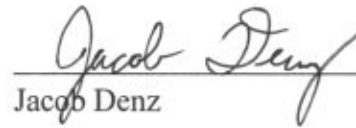


Terrance J. Nolan  
Director of Labor Relations

For GSOC/UAW and SET/UAW



Lily DeFriend



Jacob Denz