

NEUTRALITY AND ELECTION AGREEMENT

This Agreement is made this 24th day of August 2026, between NEW YORK UNIVERSITY, hereinafter referred to as “the Employer,” “NYU,” or “the University,” and the International Union, UAW, and its affiliate, the NYU RESEARCHERS UNITED POSTDOCS - UAW (“NYURUP-UAW”), hereinafter collectively referred to as “the Union.” The University and the Union are hereinafter referred to each as a “party” and together “the parties.”

WHEREAS, the Union invited the University to negotiate and agree to a fair and expeditious process to verify majority support for the Union; and

WHEREAS, the parties desire to establish a fair and expeditious method to enable Postdoctoral Appointees in the bargaining unit set forth in Paragraph 1 below to decide for themselves, free from interference, whether they wish the Union to be designated as their exclusive collective bargaining representative; and

WHEREAS, the parties desire to maintain a mutually respectful relationship throughout this process;

THEREFORE, the Employer and Union agree as follows:

1. A. **Appropriate Collective Bargaining Unit**

INCLUDED IN THE BARGAINING UNIT: individuals appointed by New York University as: (i) Postdoctoral Associates, or (ii) Postdoctoral Fellows that receive a stipend through the University.

EXCLUDED FROM THE BARGAINING UNIT: all other employees; all other Professional Research Staff; all Faculty; all Administrators and Professionals; employees covered under other collective bargaining agreements; all Postdoctoral Fellows that do not receive a stipend through the University; all post-graduate fellows in the Tisch School of the Arts; the School of Medicine (Grossman School of Medicine & Grossman Long Island School of Medicine); the School of Law; the Stern School of Business; the College of Dentistry (except for the Department of Molecular Pathobiology, Department of Epidemiology & Health Promotion, Translational Research Center, and Pain Research Center); all Advanced Clinical Fellows in the College of Dentistry; individuals appointed by the University whose responsibilities include interacting with patients in a clinical context; NYU’s global sites; individuals appointed by the University who primarily work outside of the United States; all affiliates, visiting scholars, and visiting academics; and confidential employees, guards, supervisors, and managerial employees as defined under the National Labor Relations Act.

B. Individuals who are included in the bargaining unit as defined in this Agreement shall hereinafter be referred to as “Postdoctoral Appointees.”

2. **Determination of Majority Status.** The question of whether a majority of Postdoctoral Appointees desire to be represented by the Union shall be determined in a secret ballot election conducted by the American Arbitration Association ("the AAA"). The Union agrees to present to the AAA valid, signed authorization cards (paper or electronic) from 30% of Postdoctoral Appointees to trigger the election procedure described herein. The election will be conducted by manual ballot. If a majority of Postdoctoral Appointees 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 Postdoctoral Appointees, with all of the rights and obligations of a union certified by the National Labor Relations Board (NLRB) to the extent consistent with this Agreement. The Employer and Union agree that Postdoctoral Appointees are employees for purposes of collective bargaining and agree to bargain in good faith upon certification by the AAA of the Union as the exclusive bargaining representative.
3. **Eligible Voters.** Eligible to vote shall be any Postdoctoral Appointees appointed at the time of the last payroll period before the election, as set forth in Paragraph 4.
4. **Timing of Election.** Within forty-five (45) days from the date of the execution of this Agreement, the Union shall notify the AAA and the Employer, simultaneously, in writing of its decision to proceed to an election, and present the requisite authorization cards to the AAA. An election shall be conducted by the AAA within twenty-one (21) days of the date of such notice.
5. **Neutrality.** The parties agree that the decision whether to be represented for purposes of collective bargaining should be made by the Postdoctoral Appointees free from influence by the University, including those who have the authority to affect their employment status or assignments. Nothing contained in this Agreement shall be construed as limiting either the Union's or the University's right to correct inaccurate statements made by the other. In order to provide a procedure to enable the Postdoctoral Appointees to exercise this right, the parties agree to the following procedure:
 - a) Upon written request by the Union, the University shall, within fourteen (14) days, provide the Union with a list, in a searchable Excel format, of all Postdoctoral Appointees, with addresses, telephone numbers, e-mail addresses, job titles, and departments. The Union will not use this list for other than internal Union administration and communication with Postdoctoral Appointees.
 - b) A reasonable number of Union representatives shall be permitted access to all areas of the campus that are open to Postdoctoral Appointees (excluding University spaces regulated by the Office of Research and Laboratory Safety

to ensure health and safety and comply with regulations, including but not limited to areas that contain biological or chemical hazards, radiation, lasers, or hazardous/regulated waste) for the purpose of communicating with Postdoctoral Appointees and posting literature, provided that the Union does not disrupt the operations of the University. The names of such representatives, who are not University employees, shall be provided in advance to the University.

- c) Postdoctoral Appointees 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 Postdoctoral Appointees. The University administration shall communicate this commitment to its officers, agents, and representatives, including but not limited to all presidents, provosts, chancellors, and deans of all ranks, full chairs and heads of academic departments, divisions, or programs, and tenured and tenured track faculty who are Principal Investigators.
- e) The University and the Union respect Postdoctoral Appointees' right to choose whether or not to be represented by a labor organization to act as their exclusive bargaining representative for purposes of collective bargaining, as well as the right to refrain from engaging in any or all such activities.
- f) The parties agree that they will treat each other with mutual respect and dignity throughout the process described in this Agreement.

6. Enforcement:

- a) Neither party shall file a charge with the NLRB concerning the provisions of this Agreement, the decision by Postdoctoral Appointees whether to be represented by the Union, or the conduct of the parties in connection with the decision by Postdoctoral Appointees whether to be represented by the Union. This paragraph shall apply only through a decision on certification, and the parties retain all rights thereafter.
- b) Should any dispute arise between the parties prior to an election concerning compliance by the parties with the provisions of Paragraphs 1 through 5 of this Agreement, a hearing shall be conducted before Arbitrator Daniel Brent, Esq. within seven (7) days of notice by the party alleging a violation to the other party and to Arbitrator Brent. Any hearing conducted pursuant to the provision shall be limited to four (4) hours, equally divided between the

parties, including argument. Arbitrator Brent 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.

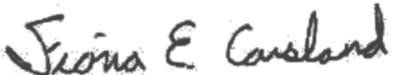
- c) Should any dispute arise as to the eligibility of any Postdoctoral Appointee to vote in an election conducted pursuant to this Agreement, such dispute shall be resolved by Arbitrator Brent, based upon the terms of this Agreement. Arbitrator Brent may take into consideration the standards applied by the NLRB under the National Labor Relations Act (NLRA), provided that the Postdoctoral Appointees 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 Brent, based upon the terms of this Agreement and the standards applied by the NLRB under the NLRA, to the extent applicable.
- e) Any hearing to resolve issues arising under subparagraphs c) or d) hereof shall be held within twenty-one (21) days of the election, and shall be limited to one (1) day in duration, equally divided between the parties, including argument. A decision, order and certification shall issue within fourteen (14) days following conclusion of the hearing. If Arbitrator Brent concludes that a majority of Postdoctoral Appointees have selected the Union as their collective bargaining representative, Arbitrator Brent shall order the Employer to bargain collectively and in good faith with the Union.
- f) If Arbitrator Brent is unavailable to resolve issues pursuant to this Agreement, Arbitrator Lisa Charles shall serve in Arbitrator Brent's place and shall have full authority to resolve such issues.
- g) The arbitrator does not have the authority to add to, subtract from, modify, or amend in any way the provisions of this Agreement.
- h) The fees and expenses of the AAA and the arbitrator shall be borne equally by the parties.
- 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. This Agreement shall be effective upon the execution of both parties.

NEW YORK UNIVERSITY


Daniel Saperstein
Chief Labor Counsel
Associate General Counsel

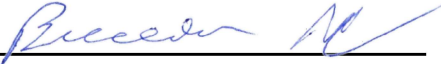

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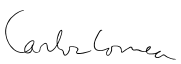
INTERNATIONAL UNION, UAW, AFL-CIO


Alex Hastings, International
Representative, UAW


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NYU RESEARCHERS UNITED POSTDOCS –
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Carlos Correa, Psychology


Aster Perkins, Center for Neural
Science

Jonathan Mercado Reyes,
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Isaura Rosas Reinhold, Biology


Aleksei Emelianov, Chemical
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