

COLLECTIVE BARGAINING AGREEMENT
FULL-TIME

between

FORDHAM UNIVERSITY

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200 UNITED
CTW

July 1, 2021 – June 30, 2022

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This Agreement is entered on July 1, 2021 by and between Fordham University (hereinafter referred to as the “University”) and Service Employees International Union, Local 200United CtW (hereinafter referred to as the “Union”).

ARTICLE 1 – PREAMBLE

The Union and the University value and respect the role of the Full-Time Bargaining Unit Faculty Members covered by this Agreement as essential contributors to a learning community. The Union and the University respect the University’s mission steeped in the Catholic and Jesuit traditions. We share a common objective of providing an exceptional educational experience for the University’s students and advancing the educational mission of the University by engaging in collaboration, mutual respect, and meaningful involvement in working towards this common objective.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of the following employees pursuant to the Certification of Representative in NLRB Case No. 02-RC-207806 in the following appropriate unit:

(a.) INCLUDED:

(1) Part-time Non-Tenure Track Faculty: All part-time non-tenure track faculty who teach at Fordham's Rose Hill Campus, Lincoln Center Campus, Westchester Campus, including: Adjuncts (hereinafter referred to as "Part-Time Bargaining Unit Faculty Members").

(2) Full-Time Non-Tenure Track Faculty: all full-time non-tenure track faculty who teach at Fordham's Rose Hill Campus, Lincoln Center Campus, Westchester Campus, including: Lecturers; Advanced Lecturers; Senior Lecturers; Clinical Professors; Assistant Clinical Professors; Associate Clinical Professors; Postdoctoral Fellows; Coordinators (hereinafter referred to as "Full-Time Bargaining Unit Faculty Members").

(b.) EXCLUDED: Graduate Assistants; Research Assistants; Graduate Students; all tenured and tenure-track faculty; part-time and full-time non-tenure track faculty in the Fordham University School of Law; part-time non-tenure track faculty in the Gabelli School of Business; part-time non-tenure track faculty in the Graduate School of Education; full-time visiting professors of all ranks; full-time Artists in Residence; full-time Writers in Residence; all faculty who hold other part-time or full-time employment with the Employer or who are past or current members of Fordham's Board of Trustees; all part-time and full-time faculty who hold positions of Directors, Associate Directors, and Assistant Directors, Professors Emeriti, Associate Professors Emeriti, Professors of Military Science and other faculty of Military Science; Reserve Officer Training Corps part-time non-tenure track faculty; Research Professors; Research Associate Professors; Research Assistant Professors; Research Fellows, part-time and full-time non-tenure track faculty who teach only online, or only non-credit bearing courses; part-time and full-time non-tenure track faculty who hold the position of Chair, Associate Chair, or Assistant Chair; all managerial, supervisors, and guards as defined in the Act.

(c.) Notwithstanding the foregoing in this Article, the Union and Employer agree that the terms of this Agreement shall apply only to those

classifications in paragraph (a)(2) above and shall not apply to those classifications in paragraphs (a)(1) and (b) above.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1 – 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 the Full-Time Bargaining Unit Faculty Members; 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 the Full-Time Bargaining Unit Faculty Members’ performance is evaluated; to establish and require the Full-Time Bargaining Unit Faculty Members to observe University rules and regulations; to discipline or dismiss Full-Time Bargaining Unit Faculty Members; 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; to lay off Full-Time Bargaining Unit Faculty Members; to expand and contract the University and its operations and business by acquisition, sale, merger or other means; to establish, modify, combine or eliminate any division, unit, operation or service or portion thereof; to require the participation of Full-Time Bargaining Unit Faculty Members in assessments of student learning; to determine all matters related to student performance, including but not limited to, attendance, grading, and performance measurement; and to exercise sole authority on all decisions involving academic matters.

Section 2 – 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.

Section 3 – 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.

Section 4 – The above enumeration of management rights set forth in this Article 3, Section 1 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.

ARTICLE 4 – UNION MEMBERSHIP AND CHECKOFF

Section 1 – With respect to any Full-Time Bargaining Unit Faculty Member on whose behalf the University receives a written authorization in a form agreed upon by the Union and the University, the University shall deduct from the wages of the Full-Time Bargaining Unit Faculty Member an amount equal to the member dues and submit those monies to the Union no later than ten (10) working days after each payday following the payday in which the deductions were made. No deduction shall be made for any amount of money greater than one (1) pay period's member's dues fees except in situations in which an error by the University needs to be corrected.

Section 2 – The University further agrees to deduct voluntary contributions made by employees to the SEIU Local 200 United Committee on Political Education (COPE) and to remit said contributions to the Union at the same time union dues are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the employee. The Union will reimburse the University for all costs of administering the payroll deduction plan.

Section 3 – The University and Union agree that within thirty (30) days after commencing employment, or the execution of this Agreement, whichever is later, all Full-Time Bargaining Unit Faculty Members shall become and remain members of the Union in good standing. It is understood that Full-Time Bargaining Unit Faculty Members have a right to be a non-member of the union. Non-members pay what is called a “fair share fee” for union expenditures germane to collective bargaining. Non-members do not enjoy any of the rights of union membership, including the right to vote on your contract, attend union meetings, vote for union officers, and fully participate in union internal affairs. If a Full-Time Bargaining Unit Faculty Member wishes to be a non-member fee payer, then they shall contact SEIU Local 200 United Secretary-Treasurer, 731 James Street, Suite 300, Syracuse, NY 13203, by mail. The Union shall be responsible for obtaining dues deduction authorization forms from existing Full-Time Bargaining Unit Faculty Members. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered Full-Time Bargaining Unit Faculty Members at their time of hire of the existence of this agreement and by providing them with the authorization form allowing for the deduction of union dues and a copy of or electronic access to this Agreement. Materials voluntarily completed by the Full-Time Bargaining Unit Faculty Member and returned to the University shall be promptly forwarded to the Union. If a unit faculty member revokes an authorization

form allowing for the payroll deduction of union dues, the University shall notify the Union, in writing, of the revocation.

Section 4 – Upon notice from the Union that a Full-Time Bargaining Unit Member has not completed the written authorization form set forth above in Section 1 above within thirty (30) days after commencing employment or execution of this Agreement, the University will not assign any additional courses to a Full-Time Bargaining Unit Faculty Member who has failed to comply with his/her obligations under this Article if such courses would be taught by the Full-Time Bargaining Unit Faculty Member in his/her capacity as a Full-Time Bargaining Unit Faculty Member as defined in this Agreement until that Full-Time Bargaining Unit Faculty Member comes into compliance with this Article. Once an appointment has been accepted, nothing in this Section shall require the University to cancel the appointment or terminate the employment of a Full-Time Bargaining Unit Faculty Members during the term of an appointment.

Section 5 – In no event will the University be required to fund any part of an individual's Union dues or any part of the monthly submission of Union dues to the Union.

Section 6 – The Union shall determine the amount of dues that must be paid for each semester a Full-Time Bargaining Unit Faculty Member is teaching at the University, and provide written notification to the University of those amounts. The University shall deduct that amount in equal parts from the Full-Time Bargaining Unit Faculty Member's remaining paychecks for the semester once the University receives a signed authorization form allowing for the payroll deduction.

Section 7 – It is agreed that the University shall assume no financial or other obligation arising out of the provisions or enforcement 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 a Full-Time Bargaining Unit Faculty Members arising from deductions made by the University hereunder or from the enforcement of this Article.

Section 8 – At the same time as the University remits all deductions for union dues or representation fees and COPE, the University will also provide the following information:

- A. Name and employee I.D. number;
- B. Rate of pay and earnings that the dues or other fee deductions is based on;
- C. Month the deduction is based on;

- D. Separately listed dues, fees, and COPE deductions; and,
- E. If applicable, a reason dues are not deducted.

ARTICLE 5 – UNION RIGHTS

Section 1 – For the purposes of representing Full-Time Bargaining Unit Faculty Members, Union representatives not employed by the University shall have reasonable access to the University’s campuses in accordance with University policies and procedures, including but not limited to the University Code of Conduct as they may be amended by the University from time to time. A Union representative shall not, during the course of a visit, interfere with, or attempt to interfere with, the operation of the University or the work of any Full-Time Bargaining Unit Faculty Member or any University employee who is not covered by this Agreement. The Union shall have access to meeting space on campus and agrees to comply with all University regulations and policies regarding the use of University facilities, including following proper procedures for reserving meeting rooms.

Section 2 – By September 15 of each year, the Union shall provide a list of those Full-Time Bargaining Unit Faculty Members who will represent the unit in the adjustment of grievances, in the processing of any disciplinary appeals, and in meetings with a grievant or University representative, as well as in attending to other matters relating to the administration of this Agreement. Such list will be periodically updated as needed. In addition, the Union will provide the Provost or their designee a written notice of any change in these designated Full-Time Bargaining Unit Faculty Members, which shall identify any Full-Time Bargaining Unit Faculty Member who is no longer designated to act in this capacity and any Full-Time Bargaining Unit Faculty Member newly designated to act in this capacity, within seven (7) calendar days of any change.

Section 3 – The University shall provide the Union with a list of new Full-Time Bargaining Unit Faculty Members including each Full-Time Bargaining Unit Faculty Member’s name, department, office, work phone, home phone, work email, and rank.

Section 4 – The Union shall be permitted to post notices pertaining to legitimate and appropriate Union interests on designated University bulletin boards on the same terms and conditions as other campus organizations in accordance with University policies and procedures as they may be amended by the University from time to time. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material. The Union agrees that it will not post materials derogatory to the administration.

Section 5 – University electronic mail services shall be available to the Union in accordance with University policies as they may be amended by the University from time to time. Full-Time Bargaining Unit Faculty Member mailboxes may be utilized by the Union for purposes of Union communication to faculty unit employees.

ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Section 1 – It is the policy of the University not to discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and/or expression, genetic information, military or veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other characteristic protected under applicable federal, state or local law. It is also a violation of University policy to retaliate against any individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination (protected activity). Unlawful discrimination has no place at the University and offends the University’s core values which includes a commitment to equal opportunity and inclusion.

Section 2 – The University also maintains its commitment to a community that is truly integrated, diverse and inclusive.

Section 3 – The University shall not discriminate against any Full-Time Bargaining Unit Faculty Member on the basis of Union membership status or Union activity.

Section 4 – The Parties recognize the University has an obligation under local, state and federal law to provide reasonable accommodations to qualified individuals with a disability (as that term is defined under local, state and federal laws prohibiting discrimination on the basis of disability). Therefore, the Union agrees that the University may take whatever action is necessary, without consultation or bargaining with the Union, to fulfill its obligation to make such reasonable accommodations.

Section 5 – A Full-Time Bargaining Unit Faculty Member’s claim of discrimination or harassment in violation of this Article shall be handled through the procedures available to all University employees prior to the filing of any grievance. Those procedures may be found on the University’s website and may be revised by the University from time to time. The University procedures shall provide Full-Time Bargaining Unit Faculty Members who are alleged to have violated Title IX (or any equivalent state or local law) or the University policy on sexual misconduct with an opportunity to participate in a hearing before an internal panel consisting of an administrator, a member of this Bargaining Unit and a tenured faculty member. At the hearing the Full-Time Bargaining Unit Faculty Member shall have the right to examine witnesses, cross-examine witnesses, and submit evidence. Any grievance

filed challenging discipline imposed on a Full-Time Bargaining Unit Faculty Member in connection with an alleged violation of Title IX (or any equivalent state or local law) or the University policy on sexual misconduct will be filed initially as a demand for arbitration under the Agreement's Grievance and Arbitration provision. The authority of the arbitrator in such cases will be limited to determining whether the University (a) acted in an arbitrary or capricious manner; (b) failed to apply the written criteria of the University; or that (c) the procedural due process to which either party was entitled under this Agreement or any other applicable policies or laws were violated.

Any grievance filed regarding a claim of unlawful discrimination or harassment, including but not limited to Title VII and Title IX (or any equivalent state or local law) or the University policy on sexual misconduct, may proceed to arbitration only if the grievant and Union sign a waiver to seek recourse through an administrative agency or court of competent jurisdiction. Such written waiver shall be signed prior to the filing for arbitration. Nothing herein is intended to prevent Full-Time Bargaining Unit Faculty Member from filing a claim of unlawful discrimination or harassment, including Title IX (or any equivalent state or local law) or the University policy on sexual misconduct, with any administrative agency or court of competent jurisdiction, except where such rights are waived in writing.

ARTICLE 7 – ACADEMIC FREEDOM AND RESPONSIBILITY

Section 1 – Full-Time Bargaining Unit Faculty Members shall have the same academic freedom rights and responsibilities as tenured and tenure-track faculty who teach at the University.

Section 2 – Full-Time Bargaining Unit Faculty Members have a duty to responsibly and effectively fulfill their teaching and other job responsibilities as set forth in Article 16 – Workload.

Section 3 –In communicating outside the classroom and the University, Full-Time Bargaining Unit Faculty Members shall not represent their personal views as those of the University unless expressly authorized in writing by the University to do so. Full-Time Bargaining Unit Faculty Members will make it clear that their statements outside of the classroom and the University are personal and are not sponsored or approved by the University.

ARTICLE 8 – BARGAINING UNIT INFORMATION

No later than fourteen (14) calendar days after the end of the drop/add period of each semester or term, the University will provide the Union with the following information regarding Full-Time Bargaining Unit Faculty Members:

- a. Name, home address, work phone number, personal phone number (if provided to the University), University email, employee ID number;
- b. Hire date;
- c. Length of individual contract;
- d. Faculty rank;
- e. All courses and other job responsibilities assigned to the Full-Time Bargaining Unit Faculty Member for the current semester or academic term, the department from which the courses are offered, and the campus where the course is taught;
- f. The compensation; and,
- g. For the current semester or academic term, all courses assigned and subsequently canceled, including the Full-Time Bargaining Unit Faculty Member assigned to the course, the department from which the course was offered and the reason the course was canceled.

ARTICLE 9 – GRIEVANCE AND ARBITRATION

Section 1 – 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.

Section 2 – A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary. This is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed that an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University. In the event an individual Full-Time Bargaining Unit Faculty Member and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

Section 3 – General Provisions

- a. Any reference to “days” shall mean calendar days, unless otherwise specified. However, “days” shall not include the period between the university’s commencement and the first day of class in the fall semester or the period between the last day of class in the fall semester and the first day of class in the spring semester.
- b. Failure by the Grievant to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. If the University or the Union, if it is the receiving party, fails to meet the deadline at any step of the grievance procedure, then the grievance shall be settled in favor of the Grievant.
- c. All time limits herein may be extended by mutual agreement expressed in writing.
- d. Failure by the University or the Union at any step to communicate its response within the specified time limits shall permit the Grievant to proceed to the next step.

e. Any grievance filed by the Union on behalf of two or more faculty members, may be initiated at Step 2. Additionally, as to any other grievance, the parties may proceed initially at Step 2 if by mutual agreement, in writing.

f. A grievance initiated by the University alleging a violation of the Agreement by the Union shall be presented in writing to and discussed with a Union Representative designated by the Union. A demand for arbitration for such a grievance may also be made in accordance with Section 5 of this Article. The University shall in all other respects follow the Grievance and Arbitration provisions set forth in Section 5 below.

g. There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual consent between the University and the Union. Accordingly, in the absence of mutual consent of the University and the Union, an arbitrator may not be presented with or rule upon more than one grievance in a single arbitration. Notwithstanding the forgoing, either the University or the Union may submit a class grievance to arbitration in accordance with this Article where the grievance raises a question(s) about the application or violation of a specific term of this Agreement that is common to a class of Full-Time Bargaining Unit Faculty Members.

Section 4 – An aggrieved party (a Full-Time Bargaining Unit Faculty Member, the Union or the University) shall present a grievance within twenty-one (21) calendar days after the grievant became aware of, or reasonably could have known about, the action being contested. The grievance must be reduced to writing and must clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue, where applicable, identify the affected Full-Time Bargaining Unit Faculty Member(s), be signed by the Union steward or Union representative, or where applicable, the University, or filed electronically, and specify the relief requested.

Section 5 – The following steps shall be followed in the processing of grievances:

Step 1 The Union shall file the grievance via facsimile or electronic mail with the appropriate Dean or their designee. The Dean or their designee shall meet with the Full-Time Bargaining Unit Faculty Member and the Union Representative within seven (7) calendar days of receipt of the

grievance to discuss the grievance. The Dean or their designee shall give a written response to the grievance within seven (7) calendar days after the meeting.

Step 2 If the grievance is not resolved at Step 1, the Union may file the Step 2 grievance via facsimile or electronic mail with the Provost or their designee (if the Dean in step 1, the designee cannot be the Dean in step 2) within seven (7) calendar days of receipt of the Step 1 response. If the grievance is filed within the time limits, the Provost or their designee shall meet with the Full-Time Bargaining Unit Faculty Member and Union Representative(s) within fourteen (14) calendar days of receipt of the grievance to discuss the grievance. If the grievance is not resolved at this meeting, the Provost or their designee shall give a written response to the grievance within seven (7) calendar days after receipt of the grievance or the review meeting, whichever occurs later.

Mediation

A grievance not resolved at Step 2 may be submitted to mediation by mutual agreement of the Union and the University within twenty-one (21) days of the Step 2 response. In such a case, the parties will attempt to agree upon a mediator, but if they cannot do so within twenty-one (21) days of the notice of mediation, they will agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation and will endeavor to resolve the grievance at that meeting.

Arbitration

If the grievance is not resolved at Step 2 or through mediation, the Union or the University only shall submit the grievance to arbitration by giving written request by hand, facsimile or electronic mail to the appropriate arbitrator from the panel below within thirty (30) days after the University has responded to the Step 2 grievance. Failure to so request arbitration within the aforesaid thirty (30) day period shall constitute a waiver of the grievance. During the term of this Agreement, the arbitrator will be selected from the list of arbitrators below. The first arbitration case (under this Agreement) will be assigned to the first arbitrator identified below. Thereafter, each arbitration case will be assigned on a rotating basis to the next arbitrator appearing on the list. In the event an arbitrator is not available to hear a case, the next arbitrator

on the list will be promptly notified of the request for hearing. The parties have agreed to the following panel of five (5) arbitrators for the term of this Agreement:

Howard Edelman
Ralph Berger
Daniel Brent
Martin Scheinman
Bonnie Siber Weinstock

Failure to so request arbitration within the aforesaid thirty (30) calendar-day period shall constitute a waiver of the grievance. Copies of all correspondence concerning arbitration shall be served on the other party. The arbitration shall be held at the campus where the grievance arose unless the University and the Union agree in writing to hold it elsewhere. The parties may mutually agree to submit the grievance to mediation at any time prior to the initiation of arbitration or the issuance of the arbitrator's award.

The arbitrator shall not automatically be disqualified from hearing the substance of the grievance by reason of having determined arbitrability.

1. Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.
2. Only the Union and the University or either's authorized representative may present or defend the grievance at arbitration.
3. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
4. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
5. The Arbitrator shall have no power to add to, subtract from, alter, amend, modify or disregard any of the provisions of this Agreement.
6. The arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the Agreement to the facts of the particular grievance presented to him or her.

7. The decision and award of the arbitrator shall be issued to the University and the Union within 30 days of the close of the arbitration hearing or submission of the parties' briefs, whichever is later. The decision of the Arbitrator shall be final and binding on the parties and the Full-Time Bargaining Unit Faculty Members, although each side retains whatever rights it has under state and federal law to challenge the decision and award.
8. The Union and the University agree not to bring, or continue to represent any Employee in, any grievance that challenges the interpretation of language whose meaning previously has been decided by an Arbitrator.

Section 6 – Full-Time Bargaining Unit Faculty Members shall not miss a class in connection with investigating or adjusting a grievance or in connection with preparing for or attending any meeting, mediation or arbitration in connection with this Agreement, except when attendance is compelled by subpoena or other legal process. Accordingly, the parties agree that they will make every reasonable effort to schedule arbitrations, meetings, or mediation at the University at times that do not conflict with the Fordham University teaching schedule of Full-Time Bargaining Unit Faculty Members who either party anticipates will be attending the arbitration as a grievant or a witness. Full-Time Bargaining Unit Faculty Members will not be compensated for time spent preparing for or attending any meeting, mediation or arbitration in connection with this Agreement, except when attendance is compelled by subpoena or other legal process.

ARTICLE 10 – INSTITUTIONAL SUPPORT FOR TEACHING

Section 1 – The parties agree that Fordham students should have the same classroom experience whether a course is taught by Bargaining Unit Faculty or tenured or tenure track faculty. Subject to the terms of this Article, Bargaining Unit Faculty shall be provided the same institutional resource support needed for teaching assigned courses as tenured or tenure track faculty are provided.

Section 2 – All Full-Time Bargaining Unit Faculty Members, excluding those hired with a clear expectation of non-renewal, shall be provided with a computer. All Full-Time Bargaining Unit Faculty Members shall be offered either a laptop or desktop computer. Such computers shall be replaced in accordance with the University's practice. Fordham shall provide all other Full-Time Bargaining Unit Faculty Members access to a computer in their Department, or within reasonable proximity to the Department, necessary for teaching assigned courses.

Section 3 – All full-time and part-time Full-Time Bargaining Unit Faculty Members shall be provided access to the necessary software needed to teach courses in their program, subject to cost, availability, and compatibility of the software with the University's information technology infrastructure.

Section 4 – The University shall make available its training and ongoing technical support in order to utilize email and cloud storage, E-Learning Platforms, software, and university provided computer hardware through the Office of Faculty Technology Services.

Section 5 – All Bargaining Unit Faculty shall have access to materials and supplies purchased or approved for purchase in advance by the Department, as necessary to teach assigned courses each semester. Purchases shall be made in accordance with the University's purchasing policies and protocols.

Section 6 – With prior approval from the appropriate Department Chair or Dean, the University shall pay in advance or reimburse for the full cost of approved field trips, cultural events which are part of the course(s) taught for students and the Full-Time Bargaining Unit Faculty Member. Full-Time Bargaining Unit Faculty Members shall have the same access to funds for honoraria for guest speakers as part of teaching assigned courses each semester in class as tenured or tenure track faculty in their department or program.

Section 7 – All Full-Time Bargaining Unit Faculty Members shall be provided access to office space, but not necessarily individual office space, for Full-Time Bargaining Unit Faculty Members to prepare for class, meet with students, and hold office hours during academic terms in which they are teaching at the University. Full-Time Bargaining Unit Faculty will continue to be provided office space based on current practice and policy.

Section 8 – Full-Time Bargaining Unit Faculty Members shall be provided access to University libraries in accordance with library borrowing and accessing policies as may be amended from time to time, including but not limited to research databases, archives, physical or digital materials. Such access shall be for the term of their appointment, at the Full-Time Bargaining Unit Faculty Member's option to renew if they are scheduled to teach the next semester, unless the Full-Time Bargaining Unit Faculty Member was terminated for just cause.

Section 9 – Full-Time Bargaining Unit Faculty Members shall be provided a University email address, access to University wi-fi, cloud storage, and E-Learning Platforms. Full-Time Bargaining Unit Faculty Members shall continue to have an active Net ID/password, university email address, cloud storage, and E-Learning Platforms for up to twelve (12) months after the last day of teaching at the University in accordance with University policy, as the University may amend it from time to time, unless the Full-Time Bargaining Unit Faculty Member was terminated for just cause.

Section 10 – Full-Time Bargaining Unit Faculty Members shall continue to be eligible to attend teacher and pedagogical training workshops offered by Fordham.

Section 11 – Full-Time Bargaining Unit Faculty Members shall have access to printing, photocopying, tech support and clerical/administrative support as available in order to prepare for classes and serve students.

Section 12 – The University shall provide or give electronic access to each Full-Time Bargaining Unit Faculty Member a description of any course they have accepted an appointment or assignment to teach, including the course catalog description and available course goals and objectives.

Section 13 – Each Full-Time Bargaining Unit Faculty Member shall be provided with a copy of, or electronic access to, any existing faculty handbooks, policies, departmental mission statements, guidelines, or procedures that govern

their employment and are related to teaching, placing book orders, and submitting grades, as they may be modified by the University from time to time.

ARTICLE 11 – INCLUSION IN THE ACADEMIC COMMUNITY

Section 1 – Meetings of Academic Units and Programs

- A. The University encourages academic units and programs to invite Full-Time Bargaining Unit Faculty Members to participate in academic unit level meetings except personnel or compensation-related committees.

Full-Time Bargaining Unit Faculty Members' participation in these types of meetings and activities may vary depending on the purpose of the meeting or activity. Schools, Colleges, departments and programs shall independently exercise discretion as to who will be invited to meetings and activities sponsored by the academic unit. Nonetheless, a Full-Time Bargaining Unit Faculty Member who is appointed by the academic unit to serve on a decision-making committee shall be permitted to attend and to vote on any decision made by that committee.

A decision by an academic unit not to invite a Full-Time Bargaining Unit Faculty Member(s) to participate at meetings or serve on a committee of the academic unit shall not be subject to grievance or arbitration under this Agreement.

- B. Full-Time Bargaining Unit Faculty Members may submit suggestions to their academic unit or program to establish a new course or to change, or modify any course to which a Full-Time Bargaining Unit Faculty Member has been assigned. However, failure by the academic unit or program to adopt such suggestions shall not be grievable. Each department, School, or program may institute a formal mechanism for the submission of course suggestions, but the lack of a formal mechanism shall not be interpreted as prohibiting a Full-Time Bargaining Unit Faculty Member from submitting suggestions.
- C. The parties acknowledge that voluntary attendance at department meetings or participation on committees will not be counted as additional duties as outlined in Article 16 – Workload and Responsibilities.

ARTICLE 12 – ORIENTATION

Section 1 – To the extent the University conducts an in-person orientation for new and current Full-Time Bargaining Unit Faculty Members covering benefits, policies and expectations, the University will afford the Union an opportunity to meet with Full-Time Bargaining Unit Faculty Members at the conclusion of that orientation. To the extent the University conducts online orientation for such purposes, the University will provide a hyperlink to the Union’s website as part of that online orientation.

Section 2 – The University will encourage each Department and academic unit to invite Full-Time Bargaining Unit Faculty Members to attend any applicable orientation it conducts covering specific departmental protocols, policies and personnel. The Union representative in the academic unit shall be provided reasonable time to meet with Full-Time Bargaining Unit Faculty Members at the conclusion of the department or academic unit orientation. To the extent the Union does not have a representative (Full-Time Bargaining Unit Faculty Member) in a particular department or academic unit, the University will afford a Union representative (Full-Time Bargaining Unit Faculty Member) from another department or academic unit to meet with Full-Time Bargaining Unit Faculty Members at the conclusion of the department or academic unit orientation.

ARTICLE 13 – APPOINTMENTS

Section 1 – All appointments to teach and/or course assignments shall only be made by the Provost or Provost’s designee. Appointments to teach and course assignments exist and create rights and duties only when they are set forth in a signed letter of appointment and/or assignment to a Full-Time Bargaining Unit Faculty Member from the Provost or the Provost’s designee. It is understood that appointments to teach and/or course assignments may include preparation and follow-up work performed outside the academic term as set forth in Article 16 - Workload. Subject to the express terms of this Article, no appointment or course assignment shall create any right, interest or expectancy in any further appointment to teach or course assignment beyond its specific term. Furthermore, nothing in this Agreement shall create any right, interest or expectancy in being awarded tenure.

Section 2 – The University will determine in its sole discretion which courses will be offered and which Full-Time Bargaining Unit Faculty Members will be assigned to those courses for each academic term. Subject to the express terms of this Agreement, the University retains the right to assign the teaching of any course to individuals who are not covered by this Agreement. Subject to the express terms of this Article, nothing herein shall be construed as guaranteeing that any number of courses or any particular courses will be assigned to Full-Time Bargaining Unit Faculty Members beyond its specific term as identified in a hiring document signed by the Provost or Provost’s designee. The University retains the right to modify the offering unit, title, particular course and/or curriculum that a Full-Time Bargaining Unit Faculty Member has been assigned to teach. The University reserves the right to cancel any course for any reason at any time at its sole discretion.

Section 3 – The University reserves the right to make initial appointments of Full-Time Bargaining Unit Faculty into any rank it determines appropriate in its sole discretion. The rank awarded in an initial appointment shall not be subject to grievance and arbitration under this Agreement.

Section 4 – A newly appointed Full-Time Bargaining Unit Faculty Member shall be considered a probationary employee until the commencement of their third academic year of teaching after having taught two (2) full academic years as a Full-Time Bargaining Unit Faculty Member. This probationary period applies regardless of the rank at which a Full-Time Bargaining Unit Faculty Member is initially appointed. The probationary period for any Full-Time Bargaining Unit Faculty Member who has taught eight (8) or more courses at the University as a Part-time Faculty Member shall be one (1) full academic year. During this time, a Full-Time

Bargaining Unit Faculty Member’s employment may be terminated at any time, if in the University’s sole discretion the Full-Time Bargaining Unit Faculty Member is not performing their duties in a satisfactory manner. Decisions made under this section are not subject to just cause standards and/or the Grievance and Arbitration provisions of this Agreement.

Section 5 –

- (a) The University may appoint Full-Time Bargaining Unit Faculty Members on a semester or one-year basis for the limited purposes of filling a temporary vacancy resulting from a leave of absence, sabbatical or to provide coverage during the hiring process for a permanent faculty member. Such appointments are made with a termination date without the expectation of renewal. If a Full-Time Bargaining Unit Faculty Member is reappointed after a temporary appointment, such time worked shall count for the purposes of completing the probationary period.
- (b) The University shall appoint all Full-Time Bargaining Unit Faculty Members, except those covered by Section 5(a) above, in the ranks and terms as outlined below.

Rank	Length of Appointment (other than initial appointment)
Lecturer and Assistant Clinical Professor	1 or 2 years
Advanced Lecturer and Associate Clinical Professor	3 or 4 years
Senior Lecturer and Clinical Professor	5 years
Post-Docs	1 year, maximum of three 1-year Post-Doc appointments per individual

Subject to Section 6 below, once appointed to one of the ranks identified in the table above, a Full-Time Bargaining Unit Faculty Member shall receive terms of appointments as set forth below. After completing the probationary period as a Full-Time Bargaining Unit Faculty Member, a Full-Time Bargaining Unit Faculty Member who has taught at the University as a Part-Time Bargaining Unit Faculty Member shall be credited for purposes of this Article and Article 15 – Promotions with one-year of service if they have completed teaching at least eight (8) courses as

a Part-Time Full-Time Bargaining Unit Faculty Member at the University. The process for moving from one rank to another is set forth in Article 15 - Promotions.

Lecturer and Assistant Clinical Professor

One (1)-year renewable appointments. After completing three (3) one (1)-year appointments, renewable two (2)-year appointments.

Advanced Lecturer and Associate Clinical Professor

Three (3)-year renewable appointments. After completing two (2) three (3)-year appointments, renewable four (4)-year appointments. Upon the effective date of this Agreement, Lecturers or Assistant Clinical Professors who have taught for three (3) years or longer and are currently on a three (3) year or longer appointment shall continue to hold their then-current appointment, subject to the terms of this Agreement, and will be eligible to apply for a Promotion during the last year of the current appointment in accordance with the terms of Article 15 – Promotions.

Senior Lecturer and Clinical Professor

Five (5)-year renewable appointments.

Section 6 – After completing the probationary period and one (1) additional academic year of teaching, and having received an appointment to the following academic year, a Full-Time Bargaining Unit Faculty Member shall, commencing with the following academic year, have a presumption of reappointment, except in the following circumstances, the University may, at its option, either not reappoint the Full-Time Bargaining Unit Faculty Member or offer an appointment of a shorter duration than those set forth in Section 5(a) above:

- (a) Assignment of a tenure track or tenured faculty member to teach existing courses taught by Full-Time Bargaining Unit Faculty.
- (b) Any changes in curricular requirements resulting in a reduced need for Full-Time Bargaining Unit Faculty Members;
- (c) Elimination, suspension or downsizing of an academic unit or program and/or merging of an academic unit or program within another academic unit or program which eliminates the need for the Full-Time Bargaining Unit Faculty Member;

- (d) Insufficient enrollment;
- (e) Documentation of poor performance by the Full-Time Bargaining Unit Faculty Member; or,
- (f) Misconduct by the Full-Time Bargaining Unit Faculty Member including but not limited to misconduct that is outside the scope of the Full-Time Bargaining Unit Faculty Member's employment with the University, that in the reasonable judgment of the University, would adversely affect the Full-Time Bargaining Unit Faculty Member.

For Full-Time Bargaining Unit Faculty Members who have completed the probationary period and who will have completed one (1) additional academic year of teaching by the end of the semester, the University shall notify such members of its reappointment decision for the following academic year by May 15th of the current academic year.

For purposes of this Agreement, the non-reappointment of a Full-Time Bargaining Unit Faculty Member, the non-renewal of a Full-Time Bargaining Unit Faculty Member, a change in the number or type of course(s) offered to a Full-Time Bargaining Unit Faculty Member, or the decision not to offer an appointment to teach to a Full-Time Bargaining Unit Faculty Member shall not constitute "discipline" or "discharge," but rather shall be subject to grievance and/or arbitration under this Agreement in accordance with Section 8 below.

Section 7 – A Full-Time Bargaining Unit Faculty Member who receives an offer of an appointment to teach or a course assignment must return the executed contract within ten (10) days of receiving the offer of the appointment to teach or the course assignment, exclusive of weekends and holidays. All such offers provided to a Full-Time Bargaining Unit Faculty Member by the University will include information regarding

- a. Academic rank and/or title for the position;
- b. Term of appointment;
- c. Name of academic unit in which the individual is appointed;
- d. Course load;
- e. Course assignments, if available;
- f. Compensation; and

- g. Other duties and compensation for those duties, if applicable.

Section 8 – The University will provide any Full-Time Bargaining Unit Faculty Member with an appointment of two (2) or more years written notice of non-re-appointment by the first day of classes in the final year of their appointment. In the event the University intends not to reappoint a Full-Time Bargaining Unit Member who has a presumption of reappointment in accordance with Section 5(b) above because of any reason set forth in Section 6(a)-(d), the University shall at its option offer such Full-Time Bargaining Unit Member either severance pay equivalent to one half a year's pay or a terminal year of employment after the completion of the current appointment and after executing a release of claims against the University.

Section 9 – For denials, reductions, or cancellations of appointments or assignments based on Article 13, Section 6(a)-(d)), the sole issue subject to grievance or arbitration over the non-renewal, change in the number or type of course(s) offered, or the decision not to offer an appointment to teach shall be whether the University established that the conditions set forth therein existed or occurred, and if they did not, the applicable remedy.

ARTICLE 14 – EVALUATIONS

Section 1 – The University may evaluate current and newly hired Full-Time Bargaining Unit Faculty Members. The evaluation process includes the following:

- (a) student enrollment in courses taught by the Full-Time Bargaining Unit Faculty Member;
- (b) student evaluations and other student feedback;
- (c) preparedness of students in upper level courses after taking prerequisite courses taught by the Full-Time Bargaining Unit Faculty Member;
- (d) compliance with Faculty policies or procedures for syllabus, grading, office hours or other University policies;
- (e) an updated curriculum vita for the Full-Time Bargaining Unit Faculty Member, which may include information related to scholarship;
- (f) a self-assessment of no more than three pages which discusses the Full-Time Bargaining Unit Faculty Member’s accomplishments, strengths, and challenges in the domains specified in their contract (e.g., teaching, and scholarship and service if relevant) since the last appointment or reappointment evaluation, if provided by the Full-Time Bargaining Unit Faculty Member;
- (g) recent syllabi from course(s) taught since the last appointment
- (h) recent final examinations from course(s) taught since the last appointment
- (i) Any information related to service that the Full-Time Bargaining Unit Faculty Member believes is relevant or expected for the rank of the Full-Time Bargaining Unit Faculty Member

Under no circumstances shall student evaluations be the sole criteria for adverse action against a Full-Time Bargaining Unit Faculty Member.

Section 2 – As an additional evaluative tool, the University may observe teaching performance. Except in cases in which the University is conducting a disciplinary investigation or where the Full-Time Bargaining Unit Faculty Member does not agree to a reasonable time for the observation, classroom observations will be scheduled by mutual agreement between the Department Chair/Program Director or designee and Full-Time Bargaining Unit Faculty Member.

- i. The designated observer shall write a summary of any classroom visit and shall provide it to the Full-Time Bargaining Unit Faculty Member. Upon the request of the Full-Time Bargaining Unit Faculty Member, the designated observer who writes the summary shall then meet with the Full-Time Bargaining Unit Faculty Member to discuss the observation. The Full-Time Bargaining Unit Faculty Member may add their own comments about the observation summary. Such summary by the designated observer, as well as any comments by the Full-Time Bargaining Unit Faculty Member, shall become part of the Full-Time Bargaining Unit Faculty Member's departmental personnel file.

Section 3 – Evaluations shall be shared with the Full-Time Bargaining Unit Faculty Member.

ARTICLE 15 – PROMOTIONS

Section 1 – Promotion from Lecturer to Advanced Lecturer or from Assistant Clinical Professor to Associate Clinical Professor. Lecturers and Assistant Clinical Professors may apply and be considered by a particular School or College for promotion to Advanced Lecturer or Associate Clinical Professor, respectively, beginning in the third (3rd) year of teaching as a Full-Time Bargaining Unit Member at a sustained level of teaching excellence in the classroom. The application and decision-making process shall take place in that year and the appointment will begin in the following year. There may be additional relevant promotional criteria set forth by a particular School or College that may govern promotions, which may include, but are not limited to those criteria set forth in Article 14 - Evaluations, exceptional academic or practicum credentials, reputation in the academic community or professional field, and service connected to teaching. Any Lecturer or Assistant Clinical Professor who has completed two or more years of teaching shall be eligible to apply for promotion to Advanced Lecturer or Associate Clinical Professor, respectively, in the first year of this Agreement.

Section 2 – Promotion from Advanced Lecturer to Senior Lecturer or from Associate Clinical Professor to Clinical Professor. Advanced Lecturers and Associate Clinical Professors may apply and be considered by a particular School or College for promotion to Senior Lecturer or Clinical Professor, respectively, in the third (3rd) year of teaching as an Advanced Lecturer or Associate Clinical Professor at a sustained level of teaching excellence in the classroom. The application and decision-making process shall take place in that year and the appointment will begin in the following year. There may be additional relevant promotional criteria set forth by a particular School or College that may govern promotions, which may include, but are not limited to those criteria set forth in Article 14 – Evaluations, exceptional academic or practicum credentials, reputation in the academic community or professional field, and service connected to teaching.

Section 3 - After completing the probationary period as a Full-Time Bargaining Unit Faculty Member, a Full-Time Bargaining Unit Faculty Member who has taught at the University as a Part-Time Full-Time Bargaining Unit Faculty Member shall be credited for purposes of this Article with one-year of service if they have completed teaching at least eight (8) courses as a Part-Time Bargaining Unit Faculty Member at the University.

Section 4 – Candidate’s Portfolio. In support of the application for promotion, the candidate shall provide the Chairperson with the following supporting documents no later than January 15th.

- (a) A written statement summarizing the faculty member's contributions in the areas of teaching and, if applicable, professional development and service;
- (b) A complete curriculum vita;
- (c) A completed Fordham University application for promotion;
- (d) Copies of the candidate's publications, if any; or
- (e) Any other documentation that is either requested by the Chairperson and reasonably related to the promotion decision, or deemed important by the candidate.

Section 5 – Promotion Process. Full-Time Bargaining Unit Faculty Members seeking promotion under Section 1 or Section 2 of this Article must submit a written request for consideration for promotion to their Department or Area Chairperson or Program Director no later than January 15 of the last year of their appointment; except that an Advanced Lecturer and an Associate Clinical Professor in their second appointment may apply for promotion once in a non-reappointment year during the term of that appointment. The Department or Area Chairperson or Program Director will convey this request to the tenured faculty in the department or program, who will make a recommendation to the appropriate Dean on whether or not to award the promotion. The Dean will convey to the Full-Time Bargaining Unit Faculty Members in writing the Dean’s decision on the request for promotion no later than April 15. If the Full-Time Bargaining Unit Faculty disagrees with the Dean’s decision, they may within seven (7) days of receiving the Dean’s decision request a meeting with the Dean to discuss the decision on the promotion request. The Dean will meet with the Full-Time Bargaining Unit Faculty Member to discuss the decision. If the Full-Time Bargaining Unit Faculty Member disagrees with the Dean’s explanation, they may request a meeting with the Provost or the Provost’s designee (who will not be the Dean making the decision on the requested promotion) within seven (7) days of the meeting with the Dean. The Provost or the Provost’s designee will meet with the Full-Time Bargaining Unit Faculty Member to discuss the decision. The decision of the Provost or the Provost’s designee on the request for promotion shall be final and binding and will not be subject to grievance or

arbitration under this Agreement; except that when a Dean denies the recommendation of a Department or Area Chairperson or Program Director to promote a particular Full-Time Bargaining Unit Member, the decision of the Dean shall be subject to arbitration in accordance with Article 9 - Grievance and Arbitration so long as the Union files a demand for arbitration in accordance with that Article within thirty (30) days of the meeting between Full-Time Bargaining Unit Member and the Dean. The standard of review in such an arbitration will be whether the decision of the Dean was arbitrary and capricious.

Section 6 – A Full-Time Bargaining Unit Faculty Member shall not be required to apply for promotion and may choose to stay within a given rank without adverse consequences. A denial of promotion shall not adversely affect a Full-Time Bargaining Unit Faculty Member's continued appointment in their current rank at the time the request for promotion was denied.

ARTICLE 16 – WORKLOAD AND RESPONSIBILITIES

Section 1 –The University has the right to set the workload and responsibilities for all faculty, including faculty who are members of the bargaining unit, as set forth in Article 3, the Management Rights provision of this Agreement. The primary responsibility of Full-Time Bargaining Unit Faculty is teaching. The standard workload for Full-Time Bargaining Unit Faculty is eight (8) courses per academic year. For purposes of this Agreement, duties related to the teaching of a course include, but are not limited to, the following types of activities:

- a. Preparing to deliver classroom, studio, or lab instruction (including outside the academic term);
- b. Attending organizational meetings and orientations;
- c. Responding to accreditation-related requests;
- d. Delivering classroom, studio, online, lab instruction or field work supervision at days, times, and locations determined by the University;
- e. Meeting classes on time and holding classes for the full scheduled period;
- f. Developing a course syllabus, or modifying or implementing an established course syllabus, that fulfills the curricular role of the course as determined by the University;
- g. Developing coursework and assignments, or modifying or implementing established coursework and assignments, that further the educational goals established in the course syllabus;
- h. Developing tools for evaluating student progress, or modifying or implementing established tools for evaluating student progress, relative to the educational goals of the course;
- i. Grading student work and providing constructive feedback to students in a timely fashion, including resolution of incomplete or disputed grades;

- j. Submitting student grades on the schedule established by the Registrar;
- k. Responding in a timely fashion to electronic communication from students, colleagues and supervisors;
- l. Maintaining and attending office hours, in accordance with unit guidelines, for which the academic unit offering the course is responsible for making suitable space available to the Full-Time Bargaining Unit Faculty Member in accordance with Article 10 (Institutional Support for Teaching), Section 7;
- m. As directed, providing guidance and support for the work of any course assistants, graders, interns, language assistants, lab assistants or other personnel assigned to a course;
- n. Following all guidelines and directives of the academic unit offering the course, with respect to its specific expectations for teaching the course, grading, and meeting and consulting with colleagues, that are communicated to the Full-Time Bargaining Unit Faculty Member before the beginning of the semester in which the course is to be taught, unless such guidelines and directives violate or alter any of the terms or conditions set forth in this Agreement;
- o. Adhering to all other University, School or Department policies;
- p. Attending training related to fire and safety, sexual assault and harassment, diversity, among other topics, as required by the University for all Full-Time Bargaining Unit Faculty Members; and
- q. Preparing student recommendation letters.

Section 2 – In addition to the primary responsibility of teaching, Full-Time Bargaining Unit Faculty may also have service or other responsibilities. The specific expectations with respect to the distribution of teaching and service work may vary across academic units and will be established by each School or College where Full-Time Bargaining Unit Faculty Members teach. For purposes of this Agreement, such service responsibilities will qualify as course equivalents, in whole or in part, when assigned in writing by the Dean and will be considered in determining workload or additional compensation consistent with Section 1 above. For purposes

of this Agreement, academic and service duties will qualify as course equivalents, in whole or in part, and will be considered in determining workload consistent with Section 1. Such services responsibilities include the following:

- a. Freshman advising;
- b. Major and/or minor advising;
- c. Proposing and designing course materials for courses the designing Full-Time Bargaining Unit Faculty Member has not yet been assigned to teach;
- d. Serving on decision-making committees, as may be required by the academic unit(s) in which the Full-Time Bargaining Unit Faculty Member is appointed;
- e. Coordinating the work for courses with multiple sections and personnel;
- f. Serving as a designated advisor on undergraduate or graduate theses or projects;
- g. Chairing committees;
- h. Organizing conferences or workshops;
- i. Overseeing language assessments and language, or other, placements;
- j. Critiquing works of art, performances, designs and the like executed by students as part of program requirements (outside of a course the Full-Time Bargaining Unit Faculty is assigned to teach), and as required by the academic unit(s) in which the Full-Time Bargaining Unit Faculty Member is appointed;
- k. Developing, administering and grading graduate language exams as part of program requirements (outside of a course the Full-Time Bargaining Unit Faculty is assigned to teach);

l. Providing career counseling to students as appropriate in view of the specific credentials and experience of the Full-Time Bargaining Unit Faculty Member; and

m. Teaching independent studies.

Section 3 – By January 31st of each academic year, Full-Time Bargaining Unit Faculty will discuss with their Department or Area Chairperson their preferences for workload allocations for the following academic year.

Section 4 – Full-Time Bargaining Unit Faculty Members who currently teach fewer than the standard number of courses shall not see an increase in the number of courses assigned to them during their current appointment. It is understood that if the non-teaching duties change, then the workload also will change.

ARTICLE 17 – COMPENSATION

Section 1 – Salary Minimums. The minimum salary paid for a Full-Time Bargaining Unit Faculty Member rank covered by this Agreement is set forth in Appendix A. The pay rates set forth in Appendix A are minimums and do not preclude the University from compensating Full-Time Bargaining Unit Faculty Members at a higher pay rate.

Section 2 – Pay When Earning Above The Salary Minimum. Full-time Bargaining Unit Faculty Members who received an increase of \$500 in compensation as agreed to in the Memorandum of Understanding between the Union and the University dated July 2020 will receive an increase of \$1500 during AY 2021-22. Full-Time Bargaining Unit Faculty Members who did not receive an increase in compensation as agreed to in the Memorandum of Understanding between the Union and the University dated July 2020 will receive an increase of \$2,000 for AY 2021-22.

Section 3 – Pay When Promoted. When a Full-Time Bargaining Unit Faculty Member is promoted into a higher rank, they will receive an increase in pay to the minimum salary for that rank or a \$2,500 increase in pay, whichever is greater.

Section 4 – Pay When Co-Teaching. When there is more than one Full-Time Bargaining Unit Faculty Member teaching one course, each Full-Time Bargaining Unit Faculty Member's course compensation rate shall be divided or apportioned according to percentage of responsibility, as agreed to in advance by the Department Chair or Program Director and the Full-Time Bargaining Unit Faculty Members.

Section 5 – Miscellaneous Compensation. The compensation for miscellaneous services performed by Full-Time Bargaining Unit Faculty Members shall be determined by agreement between the Full-Time Bargaining Unit Faculty Member and the University. The performance of such services are not and shall not be exclusive to Full-Time Bargaining Unit Faculty Members. If no agreement is reached on compensation for performing miscellaneous services, a Full-Time Bargaining Unit Faculty Member shall have the right to refuse to perform such services.

ARTICLE 18 – FACULTY DEVELOPMENT

Section 1 – Professional Development Funds

a. **Pooled Funds.** Effective July 1, 2021 or ratification of this Agreement, whichever is later, the University will provide a total of \$25,000 in the fiscal year covered by this Agreement for professional development grants that will be available to Full-Time Bargaining Unit Faculty Members. Full-Time Bargaining Unit Faculty Members shall be eligible to apply for such grants after being employed by the University to teach eight (8) or more courses or during three (3) academic years, whichever occurs sooner. Funds unused at the end of each fiscal year will not roll-over from year to year but may be made available to Full-Time Bargaining Unit Faculty Members who already received their annual maximum amount and who have made a supplemental request by June 1st. Applications for professional development funds shall be submitted for approval to the Union. Once approved, they shall be submitted to the University for processing. The University may request an accounting of the disbursement of the professional development fund and all requests for reimbursement. The maximum reimbursement for an individual Full-Time Bargaining Unit Faculty Member shall be \$1,000 per fiscal year. The denial of a request for reimbursement under this Article will not be subject to grievance or arbitration under this Agreement.

b. The purpose of such funds is for professional development opportunities related to their teaching and can only be used for conference travel, registration, and lodging for workshops and classes related to pedagogy and the Full-Time Bargaining Unit Faculty Member's discipline.

c. If at the time of ratification of this Agreement, a Full-Time Bargaining Unit Faculty Member was eligible to request or apply for and receive other funds for comparable professional development, they shall continue to be eligible for such funding in addition to the pooled funds.

Section 2 – Paid Professional Development Leave

- a. There will be two (2) paid professional development leaves for the academic year covered by this Agreement available to Full-Time Bargaining Unit Faculty Member.
- b. The Provost or their designee will call for applications two (2) semesters, excluding summer terms, prior to the semester for which leaves are to be taken. The call for applications will state the expectations for work performed during the development leave and expected outcomes of that work.
- c. Leaves shall be for one semester and a Full-Time Bargaining Unit Faculty Members can apply for either the fall or spring semester.
- d. The leaves are designed for professional development opportunities or projects related to their teaching, artistic or professional practice.
- e. During the leave, no teaching shall be required. The Full-Time Bargaining Unit Faculty Member, at their discretion, may keep on-going advisees or secure replacements. No new advisees will be assigned for the leave semester.
- f. The Full-Time Bargaining Unit Faculty Member who is awarded such a leave has the responsibility to return to the University and submit a complete report of their activities during the leave by September 1 of the subsequent academic year.

After a Full-Time Bargaining Unit Faculty Member has been employed to teach during five (5) academic years, they are eligible for such paid leave and once awarded a semester leave cannot apply for another leave for another seven (7) years. For the purposes of calculating eligibility, each year that a Full-Time Bargaining Unit Faculty Member was employed as a Part-Time Full-Time Bargaining Unit Faculty Member shall count as one-half (0.5) of a year, capped at a total of no more than two (2) years.

ARTICLE 19 – BENEFITS

Effective only for the period from July 1, 2021 through and including the date on which this Agreement expires, Full-Time Bargaining Unit Faculty Members will continue to be eligible for benefits on the same terms and conditions as tenured and tenure-track faculty employed by the University as they may be amended or eliminated by the University from time to time.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

Section 1 – Discipline may include verbal warnings, written warnings, unpaid suspensions or discharge. A Full-Time Bargaining Unit Faculty Member will not be disciplined, suspended or discharged without just cause.

Section 2 – It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the Full-Time Bargaining Unit Faculty Member must comply, provided the remedial measures are rehabilitative rather than punitive.

Section 3 – Discipline for purposes of this Article shall not include performance reviews.

Section 4 – A Full-Time Bargaining Unit Faculty Member may be removed from service with or without pay pending the investigation. If no discipline is issued to the Full-Time Bargaining Unit Faculty Member, they will promptly be paid for the time they were removed from service.

Section 5 – A Full-Time Bargaining Unit Faculty Member may request that a Union representative be present at any investigatory meeting that the Full-Time Bargaining Unit Faculty Member reasonably believes may lead to discipline and/or at a meeting where discipline is to be administered. Such requests shall not be unreasonably denied.

ARTICLE 21 – PERSONNEL FILES

Section 1 – The University will maintain personnel records for Full-Time Bargaining Unit Faculty Members in the Office of Human Resource Management. A Full-Time Bargaining Unit Faculty Member may review their personnel file by appointment with the Office of Human Resource Management. Within a reasonable period of time after receiving a written request from a Full-Time Bargaining Unit Faculty Member, the University will provide the Full-Time Bargaining Unit Faculty Member with one photocopy of any item(s) in such file(s).

Section 2 – Neither the Full-Time Bargaining Unit Faculty Member nor the Union representative may remove any documents or items from the file.

ARTICLE 22 – PAYDAY

Section 1 – A Full-Time Bargaining Unit Faculty Member shall be paid on a timely basis, in accordance with the University’s normal business operations, for the teaching and other compensable duties they performed, provided the Full-Time Bargaining Unit Faculty Member has submitted to the University, in a timely fashion, all documentation or information necessary for the processing of said payment.

Section 2 – Full-Time Bargaining Unit Faculty Members shall receive an itemized pay stub, in paper or electronic form at the University’s discretion. The precise payday shall be the same day set for others in the University who are similarly situated.

Section 3 – The University may pay employees through Direct Deposit. Full-Time Bargaining Unit Faculty Members who request direct deposit are required to provide their bank information in order for pay to be electronically deposited.

ARTICLE 23 – LABOR MANAGEMENT-COMMITTEE

The University and the Union agree to create a Labor-Management Committee. The Labor-Management Committee shall consist of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University. The Labor-Management Committee will meet two (2) times during each fall and spring semester; provided, however, that the parties may mutually agree not to meet. Additional meetings may be held by mutual agreement, including a joint meeting of the Labor Management Committee from the full-time unit and the Labor Management Committee from the part-time unit during the Spring semester. Designated representatives of the Union and the University will suggest agenda items two (2) weeks prior to each meeting. The Labor-Management Committee may consider and make recommendations on matters of general importance to the Full-Time Bargaining Unit Faculty Members and the University based on mutual agreement. These meetings shall not be used for negotiations or to discuss pending grievances. The meetings will be scheduled within three weeks of either party sending written notice to the other of its intent to meet.

ARTICLE 24 – NO STRIKES AND NO LOCKOUTS

Section 1 – During the term of this Agreement, or any written extension thereof, the Union, its representatives, agents, members, and Full-Time Bargaining Unit Faculty Members covered by this Agreement, will not call, instigate, engage or participate in or encourage or sanction any strike, work stoppage, sit-down, slow-down, sympathy strike, picket the property of any agent of the University, or withhold or delay any grades, letters of recommendation or academic evaluations.

Section 2 – Any Full-Time Bargaining Unit Faculty Member engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge. The question of whether the Full-Time Bargaining Unit Faculty Member violated this Article is subject to challenge under Article 9 – Grievance and Arbitration. However, the University’s decision to discipline a Full-Time Bargaining Unit Faculty Member for such violation, including the decision to discharge a Full-Time Bargaining Unit Faculty Member, shall not be subject to challenge under Article 9 – Grievance and Arbitration.

Section 3 – In the event that any Full-Time Bargaining Unit Faculty Member violates the provisions of Section 1 above, the Union shall immediately inform such Full-Time Bargaining Unit Faculty Member(s) through all reasonable means that such action is prohibited under this Agreement and that such Full-Time Bargaining Unit Faculty Member(s) should cease such action and return to full, normal, and timely work. The Union shall also distribute to the Full-Time Bargaining Unit Faculty Member(s) and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within 24 hours of the earlier of the date the Union, or one of its officers, officials, or agents became aware of the violation, and the date of notice to the Union from the University that there has been a violation of this Article.

Section 4 – During the term of this Agreement, or any written extension thereof, the University agrees that it shall not lock out any of the Full-Time Bargaining Unit Faculty Members covered by this Agreement.

Section 5 – Nothing herein shall preclude the University or the Union from instituting a federal or state court action to remedy any violation of this Article.

ARTICLE 25 – SEPARABILITY

If any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency that has jurisdiction, or must be brought into compliance with a new law(s) or regulation(s), then all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such an event, the remainder of this Agreement shall continue to be binding upon the parties to it.

In such event, upon thirty (30) days' notice from either side, the parties agree to re-negotiate any provision that has been invalidated.

ARTICLE 26 – COMPLETE AGREEMENT

Section 1 – This Agreement constitutes the entire agreement between the University and the Union. No deletion, change or amendment of any term or provision of this Agreement shall bind the University or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the University and the Union.

Section 2 – The failure of the University or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the University or the Union to future performance of any such term or provision, and the obligations of the University and the Union to such future performance shall continue in full force and effect.

ARTICLE 27 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the date of ratification through June 30, 2022. It shall continue from year to year thereafter unless written notice to terminate this Agreement is served by either party upon the other by certified mail, return receipt, and such notice is received no later than ninety (90) calendar days prior to the expiration date in which event this Agreement shall terminate at midnight on the day following receipt of such notice unless renewed or extended by mutual written agreement signed by the parties.

If notice of termination is given as provided for, negotiations for a new Agreement shall begin within thirty (30) calendar days of the receipt of such notice.

Except where otherwise specifically provided in this agreement, all notices required herein shall be addressed to the University and Union respectively as follows:

Office of the Provost
Fordham University
Cunniffe House 229
Rose Hill Campus
441 E. Fordham Road
Bronx, NY 10458

With a copy to:
Office of the General Counsel
Fordham University
Cunniffe House 111
Rose Hill Campus
441 E. Fordham Road
Bronx, NY 10458

SEIU Local 200United
PO Box 1130
731 James Street Ste 300
Syracuse, NY 13201

Executed on this 28th day of June, 2021 in New York City, New York.

Margaret T. Ball

FORDHAM UNIVERSITY

Scott Phillipson

SEIU LOCAL 200UNITED

APPENDIX – A

Minimum Salaries for Full-Time Bargaining Unit Members:

<u>Position Title</u>	<u>Min. Salary Effective August 1, 2021</u>
Lecturer Minimum/Clinical Assistant Professor	\$ 64,000
Advanced Lecturer/Clinical Associate Professor	\$ 66,500
Senior Lecturer/Clinical Professor	\$ 69,000
Pre- & Post- Doctoral Teaching Fellows	\$ 42,000

SIDE LETTER 1

Regarding Negotiations For Successor Agreements

In 2021, Fordham University and SEIU Local 200United bargained two collective bargaining agreements for the term July 1, 2021 through June 30, 2022 – one covering Part-Time Bargaining Unit Faculty and the other covering Full-Time Bargaining Unit Faculty. The parties agree that they will bargain at a common table for the successor agreements to those two contracts.

SIDE LETTER 2

The parties agree that the Memoranda of Agreement listed below will apply to the collective bargaining agreement between them for the period July 1, 2021 through June 30, 2022, in the same manner they applied to their collective bargaining agreement for the period August 2, 2018 through June 30, 2021.

- January 1, 2018
- October 3, 2018
- March 12, 2019
- May 30, 2019
- June 17, 2019