



FORDHAM UNIVERSITY

THE JESUIT UNIVERSITY OF NEW YORK

FACULTY SENATE

REPORT OF ACTION BY THE FACULTY SENATE

MEETING #390, April 19, 2013

Call to Order

At 12:55 pm Senate President Grace Vernon called the meeting to order in the O'Hare Special Collections Room, 4th Floor of Walsh Library, Rose Hill Campus.

The Senate acted on the following matters:

Salary & Benefits -Salary Motion: Given the discussion at the beginning of the Faculty Senate meeting including the presentation of the Chair of Salary and Benefits, Dr. Berish Rubin in the presence of President Father McShane and Senior Vice President of Finance Mr. John Lordan, given the reasonable offer presented by Salary and Benefits committee, and given that the proposal of 3.6% is considerably less than last year and not far from the University's offer of 3%, the Senate supports (19:0:0) and endorses the Salary and Benefits' salary proposal (see attached Appendix I) and instructs them to continue the conversation with Administration with the attempt of resolving this by April 30 (Rubin/Clark).

Salary & Benefits - Health Care Motion: The Senate notes that the Administration's proposal to increase the faculty's cost share of health insurance programs would be in direct violation of University Statutes Appendix 4, A-7 'Hospital-Surgical Medical Plans' (see below). Any change in Statutes must be approved by the Senate. Therefore the Senate instructs the Salary and Benefits committee (19:0:0) not to engage in a conversation about any changes in healthcare cost share savings (DeLuca/Baumgarth).

A-7 Hospital-Surgical Medical Plans

a) The University provides the following health care options to faculty, spouses or qualified legally domiciled adults (LDAs) as defined in A-19, and dependents:

- | | |
|---------------------|--------------------|
| 1. Blue Cross/CIGNA | PPO/INDEM/HOSPITAL |
| 2. Oxford | POS |
| 3. HIP | HMO |
| 4. US Healthcare | HMO |
| 5. Empire | PPO/DENTAL/VISION |

(b) The University pays 85% of the cost of the premium for the health care options listed in (a) above for active faculty member (and dependents if applicable), subject to the following terms:

1. In November 1995, the Senate approved the administration's adjusting faculty health care cost sharing to 15% of the 1995-1996 cost.
2. The administration is limited in subsequent years to raising the faculty health care cost sharing contribution for each plan by a percentage not to exceed the percentage increase in the across the board salary increment, or to adhere to the 15% cost sharing amount, whichever is the smaller amount. (Amended 1/30/98).
3. The administration is to inform the faculty on an annual basis of any change in their health care cost sharing as well as the reason for the change.

Salary & Benefits - Phased Retirement Motion: The Faculty Senate approved (18:0:0) a motion to approve the Phased Retirement package (see attached - Appendix II) (Rubin/Nissim).

IRB Motion: The Senate expresses concern at the delay in the hiring of a replacement director for the IRB and other administrative support committed to the IRB board, and demands that the Administration rectify this by May 1, 2013 to insure doctoral research, faculty research, and summer grant writing to proceed in an unimpeded fashion (16:0:0 – Clark/Hinze).

Approval of the Faculty Senate Minutes of March 22, 2013: The Senate approved (16:0:1) the minutes of its meeting on March 22, 2013, as corrected. (Jackson/Acevedo)

Salary & Benefits Committee - Proposal

Appendix I

1) A salary increase equal to the CPI (NY, NJ, etc.) plus 1% (to allow for an increase in purchasing power).

- CPI for 2012 for NY, NJ etc. was 2.0%
- Plus 1%
- equals a 3.0 % across-the-board increase

Current average salaries for non-law tenured and tenure-track faculty 2012-13:

Full Professor	\$130,044
Associate Professor	\$ 96,434
Assistant Professor	\$ 95,537

3.0% increase applied to average faculty salaries by rank:

Full Professor	\$3901
Associate Professor	\$2893
Assistant Professor	\$2866

2) Merit increment equal to \$1224 for half the tenured and tenure-track faculty.

3) No change in merit procedures.

4) A promotion increment of \$4326 for those being promoted to the rank of Associate Professor and \$6592 for those being promoted to the rank of Full Professor.

5) An adjustment of 3.0% to the minimum salaries for each rank.

New minimum salaries:

Full Professor	\$98,880
Associate Professor	\$80,340
Assistant Professor	\$72,100

6) Agreement to engage a professional consultant firm to provide guidance regarding the establishment of a child-care program for faculty (and staff) on all campuses. A report from the consultant should be completed by December 1, 2013.

Appendix II

PROPOSAL

THE PHASED RETIREMENT PROGRAM FOR FORDHAM UNIVERSITY FACULTY MEMBERS

FIRST YEAR OF THE NEW THREE-YEAR PROGRAM

For the next three academic years starting with Academic Year 2014-2015 and concluding with Academic Year 2016-2017, Fordham University is offering a new Phased Retirement Program to tenured faculty who meet certain requirements to provide them with an opportunity to phase in their retirement from the University. The University believes that the program satisfies the Faculty's interest in such a program and the University's need to remain flexible in filling faculty positions.

Eligibility

For the 2014-2015 Academic Year, the 2015-2016 Academic Year, and the 2016-2017 Academic Year, all full-time tenured faculty members who are 62 years of age or older at the official start of the Academic Year and who have at least ten years of full-time service at Fordham University will be eligible to participate in the Phased Retirement Program.

Phased Retirement

The Program will allow an eligible full-time faculty member, who agrees to surrender tenure, to: 1) agree to retire as of a set future date; and 2) until the faculty member's retirement, continue to teach less than full-time at Fordham University.

Specifics of the faculty member's Phased Retirement consist of the following:

1. The faculty member will enter into a three-year non-renewable Agreement for Phased Retirement under which the faculty member will be required to present a three-year plan to the Office of the Provost, specifying the number of courses to be taught in each of the three years of Phased Retirement. Upon the approval of the proposed plan, the faculty member will teach one or two, but no more than three courses in any year of Phased Retirement.

If the faculty member proposes a plan to teach only one (1) course in any academic year during Phased Retirement, the faculty member will receive 30% of full time salary; if the faculty member proposes a plan to teach two (2) courses in any academic year during Phased Retirement, the faculty member will receive 50% of full time salary; if the faculty member proposes a plan to teach three (3) courses in any academic year during Phased Retirement, the faculty member will receive 70% of full time salary.

The proposed number of courses to be taught for the full three year period of Phased Retirement must be approved by the Office of the Provost in consultation with Deans

(and if applicable, Department Chairs) upon the submission and final execution of the Agreement.

The faculty member (phased retiree) may decrease, but not increase, the number of courses to be taught and percentage compensation during the three year period of Phased Retirement with written notification to the Office of the Provost. All changes are expected to be submitted to the Office of the Provost in writing one year prior to the commencement of the Academic Year in which the change takes effect.

During the term of the Agreement for Phased Retirement, the faculty member will receive any across-the-board annual increments, but will not be entitled to any merit increases. In some circumstances, stipends may be approved in writing by the Office of the Provost.

2. As of the effective date of the faculty member's Agreement for Phased Retirement, the faculty member will cease to be a tenured member of the faculty.

3. Under the terms of the Fordham University Retirement Plan, as amended, the faculty member may, but is not required to, start receiving benefits under the Retirement Plan at any time after the effective date of the faculty member's Agreement for Phased Retirement. The Summary Plan Description for the Retirement Plan contains information on the available options for the payment of the faculty member's benefits.

4. During the term of the faculty member's Agreement for Phased Retirement, the faculty member will continue to receive all benefits available to full-time tenured faculty *including the University's contributions to the Retirement Plan*, except that both the University's contributions and the faculty member's contributions will be based on the actual salary received by the faculty member. The Summary Plan Description for the Retirement Plan contains information on how the University's contributions to the Retirement Plan might be affected if, while entitled to have the University make contributions to the Plan, the faculty member also is a participant in another retirement plan – for instance, a retirement plan maintained by the faculty member with respect to self-employment income.

5. An Agreement for Phased Retirement may be effective with the semester of the year beginning with the Fall 2014 semester, the Fall 2015 semester, or the Fall 2016 semester. For an Agreement for Phased Retirement to be effective, a full-time faculty member must apply by no later than January 31 of 2014, 2015, or 2016.

6. Upon the expiration of the 3-year term of a faculty member's Agreement for Phased Retirement, the faculty member will cease to be an employee of Fordham University and will be entitled to all benefits provided from time to time for retired faculty members. After the expiration of the 3-year period, Fordham, in its sole discretion, may employ the faculty member only on a part-time, temporary or casual basis which will not entitle the faculty member to any Fordham benefits other than those benefits provided to retired faculty members.

7. In order to participate in the Program, the faculty member must also execute a General Release in addition to the Agreement for Phased Retirement.

Recommendation

The University has tried to describe the terms of the Program as clearly as possible and realizes that the decision to participate in the Program is an important one. Please do not hesitate to ask questions or request clarification of Fordham by contacting Dr. Benjamin Crooker, Associate Vice President, Ext. 3048 in the Office of the Provost.

Fordham encourages eligible faculty members who are contemplating electing to participate in the Program to consult with a lawyer of the faculty member's choice. Faculty members should also be aware that there are federal, state, and municipal laws governing employment discrimination, payment of wages, insurance, pension and retirement benefits. These laws are administered by the United States Equal Employment Opportunity Commission (EEOC), New York State Division of Human Rights, the New York City Commission on Human Rights, the United States and New York State Departments of Labor and similar county and municipal agencies. Faculty members may feel that it is appropriate to address questions to those agencies as well.

Action Upon Decision

Fordham will require an eligible faculty member who elects to participate in the Program to submit an acceptable "three year plan" and to sign and return both the Agreement for Phased Retirement and the General Release.

If, after due deliberation and consultation, an eligible faculty member decides to participate, the Agreement and General Release should be notarized and returned to the Office of Legal Counsel, Administration Building North, Room 111.

Faculty members will have seven (7) days following their execution of the General Release in which to revoke their Agreement for Phased Retirement and the General Release. The General Release will not become effective or enforceable until the expiration of the seven (7) day period. Upon expiration of the seven (7) day period, a faculty member may not revoke the Agreement for Phased Retirement or the General Release.

When the 1) "three year plan", 2) Agreement for Phased Retirement, and 3) General Release are accepted by the University and become irrevocable, the faculty member shall, as of the effective date of the Agreement for Phased Retirement, cease to be a tenured faculty member and will relinquish all rights attendant to that status, subject to the terms of the faculty member's Agreement for Phased Retirement.

If an eligible faculty member does not elect to participate in the Program or fails to return the General Release by the required date to begin phased retirement for a given year, the current tenured status of that faculty member will not change in connection with this program.

Obligations and Disputes

When an eligible faculty member elects to participate in the Phased Retirement Program,

submits an acceptable “three year plan”, and signs an Agreement for Phased Retirement and the General Release, both Fordham University and the faculty member agree that the Phased Retirement Program is a legally enforceable obligation. Accordingly, any claim that Fordham has breached the terms of the Phased Retirement Program must be presented to an arbitrator selected by the faculty member and Fordham under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Arbitration shall be the faculty member’s sole remedy for an alleged Phased Retirement Program breach and the faculty member expressly waives the right to pursue any other remedy.

Draft Dated April 18, 2013