



REPORT OF ACTION BY THE FACULTY SENATE

Call to Order

The meeting was called to order by Senate President Anne E. Fernald at 4:04 p.m. in the Electronic Information Center Room 041, Walsh Family Library, Rose Hill Campus.

The Senate moved:

To accept the Memorandum of Agreement as agreed upon in the handshake deal by the Executive Committee at 5:40 p.m. on April 28, 2017 in accord with the Board of Trustees' deadline and as endorsed by the Salary and Benefits Committee.

The motion was approved (14-1-1).

The meeting was adjourned at 5:12 p.m.

Memorandum of Agreement

1. Term of Agreement: 7/1/17-6/30/20
2. The current health insurance plans, including coverage and levels of benefits provided by UHC in the Enhanced, EPO, Standard, HSA, and Bronze plans will remain the same through December 31, 2017.
3. Effective January 1, 2018, the Enhanced and EPO plans will be eliminated. Faculty will be given a choice of three plans currently provided by UHC: the UHC Standard plan, the HSA plan, and the Bronze plan. Except as set forth herein, no changes to eligibility, coverage, and/or benefits provided under these plans will be made prior to December 31, 2020.
4. Effective 1/1/18, the UHC Standard Plan in effect as of the date of this agreement, will be modified as follows:
 - a. Out-of-Network UCR will be 90%
 - b. The plan will offer the fertility coverage and benefits currently provided under the Enhanced Plan
 - c. In-Network Deductibles/Coinsurance/OOP maxima will be \$250/500, 95/5%, \$2,500/5,000 (IP co-pay \$250)
 - d. In-Network Outpatient and Radiology services will be \$250 co-pay
 - e. Out-of-Network Deductible and Coinsurance will be \$300/600, 20%
 - f. Out-of-Network OOP Maxima will be \$2,500/5,000
5. Effective January 1, 2018, the University will make annual contributions to HSAs for all full-time faculty enrolled in the HSA Plan in the amounts of \$750 for single and \$1,500 for family coverage.
6. No changes to the eligibility, coverage, and/or benefits currently provided under the Cigna International Elite Plan will be made prior to December 31, 2020. Faculty are not required to contribute to premiums for this coverage.
7. All full-time faculty enrolled in the Standard Plan will receive annual contributions to a HRA in the amounts of \$400 if enrolled in single coverage and \$800 if enrolled in family coverage. HRA contributions may be made on a monthly basis provided the full-amount of the annual contribution is available for use at the beginning of the plan year. Any money in the HRA which has not been used by the end of the plan year, will be rolled over into the following plan year until 12/31/20. HRA funds may be used for any purpose authorized by law. Faculty who have money in their HRA account at the time they leave Fordham employment will be entitled to use those funds within one year of their last date of employment. HRAs will be administered by a provider approved by both parties.

8. Fordham will make available \$250,000 per year commencing on January 1, 2018 to be used for full-time faculty who experience financial hardship as a result of the elimination of the Enhanced Plan. The parties will develop the criteria, timing and process by which these funds shall be disbursed by _____. The administrator will issue a detailed report to the S&B Committee after each set of claims are processed which shall include the amount of each claim received, the amount paid on each claim, and an explanation if the claim is not paid in part or in full. Claims not used in one plan year will roll over to the following plan year until 12/31/2020.

9. Unless the parties otherwise agrees, an RFP for the health insurance plans will be performed in advance of the January 1, 2019 enrollment date. Three faculty representatives selected by the Salary and Benefit Committee shall participate fully in the RFP process. Any decision to change healthcare carriers must be mutual.

10. Faculty who were enrolled in Fordham health insurance as of 12/31/17, or who are hired after 12/31/17 and who elect not to be covered by Fordham's health insurance will be entitled to annual opt-out payments of \$4,000 for single coverage and \$8,000 for family coverage, each year. The amount of the payment will be based on the plan (single or family) in which the faculty member was enrolled at the time of the opt-out, or in the case of newly hired faculty, on the plan for which the faculty member is eligible to enroll. In addition, faculty who are eligible for family plans and elect to take single coverage are entitled to an annual opt-down payment of \$4,000. Opt-out payments will be made on a monthly basis.

11. Faculty who opt out of Fordham health insurance will be entitled to re-enroll during any open enrollment period or at any time during the plan year if they satisfy the legal requirements for mid-year enrollment.

12. All-in wage increases will be as follows:

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|--------------|------|
| July 1, 2017 | 2.7% |
| July 1, 2018 | 2.7% |
| July 1, 2019 | 2.7% |

13. Effective July 1, 2018 and 2019, if the percentage wage increase in the Consumer Price Index "CPI-U" for the New York-Northern New Jersey-Long Island Area (All Urban, not seasonally adjusted) for the period July of the preceding year to June of the academic year to which the wage increase applies, is more than five (5%) percent, then the salary adjustment effective September 1 of that academic year shall be an additional one-quarter (.25%) percent for each one-half (.5%) percent increase in the CPI above five (5%) percent. However, in no event shall the increase exceed seven (7%) percent.

14. Promotional increments, minimum base salaries, merit increments, and stipends will be increased at the same time and in the same percentages as the across the board wage increases.
15. Except as specified in this agreement, all of the terms of paragraphs 7, 8, and 9 of Appendix 4, including but not limited to active and retiree medical, dental, vision, and travel insurance, and the percentage of premium contributions, if any, shall remain in full force and effect through December 31, 2020, except that the cost-sharing provisions in paragraph 7(d) shall remain in effect through December 31, 2021.
16. Any disputes concerning the terms and application of this agreement shall be submitted to binding arbitration under the Labor Rules of the American Arbitration Association. Prior to filing for arbitration the parties must notify one another of the basis for the dispute and meet in an effort to resolve the dispute. If the dispute is not resolved within 30 days of the date of notification, either party may file for arbitration. Each party shall bear one-half of the cost of the arbitrator's fees. The arbitrator's decision shall be final and binding.
17. The University shall reimburse the Senate for the services of Michael LiRosi and Beth Margolis performed in connection with the negotiation of this agreement up to a maximum of \$125,000.
18. This agreement will become final and binding upon the ratification of the Senate S&B Committee and the Senate Faculty.

Dated: May , 2017

on behalf of Fordham University

on behalf of the Faculty Senate

