

COLLECTIVE BARGAINING AGREEMENT  
PART-TIME

between

FORDHAM UNIVERSITY

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200 UNITED  
CTW

July 17, 2018 – June 30, 2021

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This Agreement is entered into this \_\_\_ day of \_\_\_\_\_2018 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 faculty 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)(1) above and shall not apply to those classifications in paragraphs (a)(2) 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 Part-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 Part-Time Bargaining Unit Faculty Members’ performance is evaluated; to establish and require Part-Time Bargaining Unit Faculty Members to observe University rules and regulations; to discipline or dismiss Part-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 Part-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 Part-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 Part-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 Part-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 Part-Time Bargaining Unit Faculty members shall become and remain members of the Union in good standing. It is understood that Part-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 Part-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 Part-Time Bargaining Unit Faculty members. However, the University shall cooperate with the Union in seeking compliance with this provision by notifying covered Part-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 Part-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 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 Part-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 Part-Time Bargaining Unit Faculty member in his/her capacity as a Part-Time Bargaining Unit Faculty member as defined in this Agreement until that Part-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 Part-Time Bargaining Unit Faculty member 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 Part-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 Part-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 Part-Time Bargaining Unit Faculty Member 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 Part-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 Part-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 Part-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 Part-Time Bargaining Unit Faculty Members, which shall identify any Part-Time Bargaining Unit Faculty Member who is no longer designated to act in this capacity and any Part-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 Part-Time Bargaining Unit Faculty Members including each Part-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. Part-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 Part-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 Part-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 Part-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 Part-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 Part-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 Part-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 – Part-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 – Part-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, Part-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. Part-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 Part-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 Part-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 Part-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 Part-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 Part-Time Bargaining Unit Faculty Members.

Section 4 – An aggrieved party (a Part-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 Part-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 Part-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 Part-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 Part-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 – Part-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 Part-Time Bargaining Unit Faculty Members who either party anticipates will be attending the arbitration as a grievant or a witness. Part-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 Part-Time Bargaining Unit Faculty or tenured or tenure track faculty. Subject to the terms of this Article, Part-Time 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 – The University shall provide Part-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 Part-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 Part-Time 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 Part-Time Bargaining Unit Faculty Member. Part-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 Part-Time Bargaining Unit Faculty Members shall be provided access to office space, but not necessarily individual office space, for Part-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.

Section 8 – Part-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 Part-Time Bargaining Unit Faculty member's option to renew if they are scheduled to teach the next semester, unless the Part-Time Bargaining Unit Faculty Member was terminated for just cause.

Section 9 – Part-Time Bargaining Unit Faculty Members shall be provided a University email address, access to University wi-fi, cloud storage, and E-Learning Platforms. Part-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 Part-Time Bargaining Unit Faculty Member was terminated for just cause.

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

Section 11 – Part-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 Part-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 Part-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.

Section 14 – The University agrees to create a dedicated webpage for part-time bargaining unit members with information regarding University policies, protocols, benefits and other information related to their part-time employment at the University.



## **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 Part-Time Bargaining Unit Faculty Members to participate in academic unit level meetings except personnel or compensation-related committees.

Part-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 Part-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 Part-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. Part-Time Bargaining 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 Part-Time Bargaining 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 Part-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 workload as defined 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 Part-Time Bargaining Unit Faculty members covering benefits, policies and expectations, the University will afford the Union an opportunity to meet with Part-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 Part-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 Part-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 (Part-Time Bargaining Unit Faculty Member) in a particular department or academic unit, the University will afford a Union representative (Part-Time Bargaining Unit Faculty Member) from another department or academic unit to meet with Part-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 an appointment and/or assignment from the Provost or the Provost’s designee and acknowledged by a Part-Time Bargaining Unit Faculty Member. 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 of tenure.

Section 2 – The University will determine in its sole discretion which courses will be offered and which Part-Time Bargaining Unit Faculty Members will be assigned to those courses for each academic term. Subject to the 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 Part-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 Part-Time Bargaining Unit Faculty Member has been assigned to teach. Subject to this Article, 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 Part-Time Bargaining Unit Faculty for appointments of up to two-years, in its sole discretion. The University may also determine whether or not to waive the probationary period of any Part-Time Bargaining Unit Faculty Member.

Section 4 – A newly appointed Part-Time Bargaining Unit Faculty Member shall be considered a probationary employee until the completion of the Part-Time Bargaining Unit Faculty Member’s fourth semester or the eighth course of teaching at the University, whichever is later. During this time, a Part-Time Bargaining Unit Faculty Member’s employment may be terminated at any time, if in the University’s sole discretion the Part-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) Semester Appointment. Except as set forth below, the University will appoint Part-Time Bargaining Unit Faculty Members to a one (1) semester term.
  
- (b) One-Year Appointment. The University shall appoint Part-Time Bargaining Unit Faculty Members who have completed probation and have taught an additional two (2) semesters at the University without a break in service of more than one (1) academic year to a term of one (1) academic year. Nothing in this one-year appointment shall require the University to assign a certain number of courses during the appointment or assign a course during each semester of the one-year appointment. A break in service of more than one (1) academic year will restart the clock for purposes of this section.
  
- (c) Two-Year Appointments without a course load guarantee. After a Part-Time Bargaining Unit Faculty Member has completed the probationary period and has completed three (3) one (1)-year appointments in accordance with Section 5(b) above, the University shall appoint Part-Time Bargaining Unit Faculty Members who have not had a break in service to a term of two (2) academic years. For purposes of this Article, a break in service is defined as a break in service of more than one (1) academic year and will restart the clock for purposes of this section. Nothing in this two-year appointment shall require the University to assign a certain number of courses during the appointment or assign a course during each semester of the two-year appointment.
  
- (d) Two-Year Appointments with a course load guarantee. Subject to the requirements of Article 14 – Course Guarantees, after a Part-Time Bargaining Unit Faculty Member has completed the probationary period and has completed three (3) one (1)-year appointments in accordance with Section 5(b) above, the University may appoint Part-Time Bargaining Unit Faculty Members who have not had a break in service to a term of two (2)

academic years with a course load guarantee. The number of these appointments will be capped in accordance with Article 14 – Course Guarantees. For purposes of this Article, a break in service is defined as a break in service of more than one (1) academic year and will restart the clock for purposes of this section.

Section 6. All Part-Time Bargaining Unit Faculty Members who have completed the probationary period and have worked at least two additional semesters past probation shall have a presumption of reappointment except in the following circumstances:

- (a) Assignment of a faculty member (Full-Time Bargaining Unit Faculty, tenure track and tenured) to teach existing courses taught by Part-Time Bargaining Unit Faculty.
- (b) Any changes in curricular requirements resulting in a reduced need for Part-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 impacts the course taught by the Part-Time Bargaining Unit Faculty Member;
- (d) Insufficient enrollment;
- (e) Documentation of poor performance by the Part-Time Bargaining Unit Faculty Member; or
- (f) Misconduct by the Part-Time Bargaining Unit Faculty Member including but not limited to misconduct that is outside the scope of the Part-Time Bargaining Unit Faculty Member’s employment with the University, that in the reasonable judgment of the University, would adversely affect the Part-Time Bargaining Unit Faculty Member’s ability to teach or be a member of the University community.

Section 7 – For purposes of this Agreement, a change in the number or type of course(s) offered to a Part-Time Bargaining Unit Faculty Member or the decision not to offer a subsequent appointment to teach to a Part-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 11 below.

Section 8 – For purposes of implementing this Article, all Part-Time Bargaining Unit Faculty who are eligible for one (1)- or two (2)- year appointments under Section 5 above shall be given a review in the first academic year during which this Agreement is in effect only if, in the judgment of the Dean, there is a reasonable basis for doing so in accordance with the factors set forth in Article 15, Section 1 (Evaluations). If the review is satisfactory, such faculty member shall be given an appointment of greater than one (1) semester consistent with the terms of Section 5 above. If the review is negative, the Dean will determine whether the Part-Time Faculty Member will (a) be given a semester appointment with a remediation plan and clearly defined goals for improvement, subject to a probationary period of up to two (2) academic years, and without a presumption of reappointment, or (b) will be terminated. The Dean’s decision will not be subject to the grievance and arbitration procedures of this Agreement; except that if the ultimate result of the negative review is termination or non-reappointment, the termination or non-reappointment 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. If the Dean determines that no review is needed for a faculty member, then they shall be given an appointment of greater than one (1) semester consistent with the terms of Section 5 above effective at the beginning of the first academic year of this Agreement. The Dean’s determination as to whether or not a review is needed is not subject to the grievance and arbitration procedures of this Agreement.

Section 9– The University shall normally notify Part-Time Bargaining Unit Faculty Members of an initial offer of an appointment to teach or a course assignment by July 15<sup>th</sup> for the Fall semester or by December 15<sup>th</sup> for the Spring semester and the Part-Time Bargaining Unit Faculty member must return the executed contract by no later than July 31<sup>st</sup> for the Fall semester or January 4<sup>th</sup> for the Spring semester; and in cases where the offer to teach or a course assignment is dated after July 15<sup>th</sup> or after December 15<sup>th</sup> for the respective semesters, then it must be returned no later than ten (10) days after the date of the offer of an appointment to teach or a course assignment. All other offers of an appointment to teach or a course assignment that are received by a Part-Time Bargaining Unit Faculty Member prior to the commencement of classes may only be accepted by electronically acknowledging the appointment to teach or course assignment within seven (7) days of receiving the offer of the appointment to teach or the course assignment, exclusive of weekends and holidays, or by the first day of the semester

for which they are appointed or assigned, whichever is earlier. All such offers provided to a Part-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 assignments; and
- e. Compensation.

Failure to electronically acknowledge an appointment to teach or course assignment in accordance with this section may result in the University revoking the offer of the appointment to teach or the course assignment or a delay in receiving the initial pay check.

#### Section 10 – Course Cancellations.

- (a) For those Part-Time Bargaining Unit Members who have not received a two-year appointment with a course guarantee, if the University cancels a course assignment that has been offered and timely accepted, the University will make reasonable efforts to offer another course assignment to the impacted Part-Time Bargaining Unit Faculty Member for which they are available and qualified to teach. If the course is cancelled within fourteen (14) days of the scheduled start of the semester and no alternative course has been assigned, the impacted Part-Time Bargaining Unit Faculty Member will receive a \$900 cancellation fee. If the course is cancelled after it is offered and accepted and after the scheduled start of classes and no alternative course has been assigned, the impacted Part-Time Bargaining Unit Faculty Member will receive a \$900 course cancellation fee in addition to pro rata pay for the classes taught.
- (b) Part-Time Bargaining Unit Faculty Members on a two-year appointment with a course guarantee are not eligible for a course cancellation fee. Any payment for a cancelled course will be made in accordance with Article 14, Section 4(b) – Course Guarantees.

#### Section 11 –

- (a) Appointments made in accordance with Sections 5(d) to Part-Time Bargaining Unit Members who have a guaranteed course load above will be grievable to the Provost in accordance with Step 2 of the Grievance and Arbitration procedure in Article 9 and arbitrable under this Agreement.

(b) For denials, reductions, or cancellations of appointments or assignments based on Article 13, Section 6(a)-(d), the sole issue subject to grievance over the denial, reduction or cancellation of an appointment or assignment shall be whether the University established that the conditions set forth therein existed or occurred, and if not, the applicable remedy. Any Part-Time Bargaining Unit Faculty Member with a two-year appointment denied reappointment based on Article 13, Section 6(a)-(d) shall receive a severance payment equal to the payment of one (1) course after executing a release of claims against the University.

Section 12 – The University will post open full-time non-tenure track faculty positions on the University’s Part-Time Faculty webpage. Part-Time Bargaining Unit Faculty members may apply for open full-time non-tenure track faculty positions and qualified Part-Time Bargaining Unit Faculty Members who hold a two-year appointment will receive interviews for the open position. The number of qualified Part-Time Bargaining Unit Faculty Members who hold a two-year appointment who receive an interview shall be limited to a maximum of three (3) such faculty members. The University’s decision regarding whom to interview or hire for an open full-time non-tenure track faculty position is not subject to the grievance and arbitration procedure under this Agreement.



## **ARTICLE 14 – COURSE GUARANTEES**

Section 1. Part-Time Bargaining Unit Faculty Members may be appointed to two (2)-year terms with a guaranteed course load. The guaranteed course load will be equal to the average number of courses taught by the Part-Time Bargaining Unit Faculty Member over the two (2) academic years, rounded to the nearest whole number (0.5 shall be rounded up), immediately preceding the academic year in which the two (2)-year appointment commences.

Section 2. The number of such assignments described in Section 1 above and Section 5(d) of Article 13 – Appointments will be subject to a cap. Nothing in this Agreement will require Fordham to have more than 50% of the total courses in a department assigned to Part-Time Bargaining Unit members assigned to Part-Time Bargaining Unit Faculty members with a guaranteed course load. In a school not organized by departments the relevant unit shall be the school. For multi-discipline departments (e.g., Modern Languages and Literatures), the relevant unit shall be each discipline.

Section 3. Those Part-Time Bargaining Unit Faculty who are appointed to one (1) or two (2)-year terms outside of the fifty percent (50%) cap will have no guaranteed course load; however, such Part-Time Bargaining Unit Faculty members shall be offered the right of first refusal in priority order with priority given to those with two (2)-year appointments among courses assigned to Part-Time Bargaining Unit Faculty Members for which they are qualified up to their average number of courses based on the two-year lookback.

### Section 4 – Alternative Course Assignments.

- (a) If the University is unable to offer a sufficient number of courses to those Part-Time Bargaining Unit Faculty Members who have a course guarantee, the University will make reasonable efforts to identify a suitable alternative course to offer a Part-Time Bargaining Unit Faculty Member to meet the guaranteed course load. The University will determine the suitability of alternative courses at its discretion and this determination will not be subject to grievance and arbitration under this Agreement. If the affected Part-Time Bargaining Unit Faculty Member refuses the assignment of a course the University deems a suitable alternative course, the University shall be relieved of the guaranteed course load requirement for the term of that appointment.

(b) If the University is unable to offer a sufficient number of courses or to find a suitable alternative course assignment, the University shall pay the affected Part-Time Bargaining Unit Member fifty percent (50%) of what the University would have paid them for the course(s) it was unable to assign to meet the guaranteed course load. This payment is in lieu of and not in addition to the course cancellation fees set forth in Article 13 – Appointments. Furthermore, the failure to meet the course load guarantee is remedied solely by the foregoing payment and is not subject to grievance or arbitration under the grievance and arbitration under this Agreement.

## ARTICLE 15 – EVALUATIONS

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

- (a) student enrollment in courses taught by the Part-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 Part-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 vitae for the Part-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 Part-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 Part-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 Part-Time Bargaining Unit Faculty Member believes is relevant or expected for the rank of the Part-Time Bargaining Unit Faculty Member

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

- i. The designated observer shall write a summary of any classroom visit and shall provide it to the Part-Time Bargaining Unit Faculty Member. Upon the request of the Part-Time Bargaining Unit Faculty Member, the designated observer who writes the summary shall then meet with the Part-Time Bargaining Unit Faculty Member to discuss the observation. The Part-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 Part-Time Bargaining Unit Faculty member, shall become part of the Part-Time Bargaining Unit Faculty Member's departmental personnel file.

Section 3 – Evaluations shall be shared with the Part-Time Bargaining Unit Faculty member.

## 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 responsibility of the Part-Time Bargaining Unit Faculty is to teach. Part-Time Bargaining Unit Faculty may teach no more than two (2) courses per semester. 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 Part-Time Bargaining Unit Faculty Member in accordance with Article 10, Section 7 (Institutional Support for Teaching);
- 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 Part-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 Part-Time Bargaining Unit Faculty Members; and
- q. Preparing student recommendation letters.

Section 2 – By January 31<sup>st</sup>, Part-Time Bargaining Unit Faculty will discuss with their Department or Area Chairperson their preferences for workload allocations for the following academic year.

## ARTICLE 17 – COMPENSATION

Section 1 – Course Minimum Pay Rates. For purposes of determining the applicable course minimum pay rate for Part-Time Bargaining Unit Faculty Members set forth in Appendix A, until they have completed teaching in three academic years at the University, Part-Time Bargaining Unit Faculty Members shall be paid at or above the course minimum pay rates described as 0-3. After having completed teaching in three academic years at the University, Part-Time Bargaining Unit Members shall be paid at or above the course minimum pay rates described as 4-6. After having completed teaching in six academic years at the University, Part-Time Bargaining Unit Members shall be paid at or above the course minimum pay rates described as 7+. All years of teaching at the University, other than as a graduate student, will be counted toward this determination. The pay rates set forth in Appendix A are minimums and do not preclude the University from compensating Part-Time Bargaining Unit Faculty Members at a higher pay rate.

### Section 2 – Pay When Earning Above The Course Minimum Pay Rate.

- (a) Effective August 1, 2018, any Part-Time Bargaining Unit Faculty Member who is being paid more than the Minimum Per Course Rates set forth Appendix A will receive a 2.3% increase to their then-current per course compensation.
- (b) Effective August 1, 2019 and August 1, 2020, any Part-Time Bargaining Unit Faculty Member who is being paid more than the Minimum Per Course Rate set forth in Appendix A will receive an across the board percentage increase equal to the tenured and tenure-track faculty average rate of increase, exclusive of merit pay.

Section 3 – Pay When Co-Teaching. When there is more than one Part-Time Bargaining Unit Faculty Member teaching one course, each Part-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 Part-Time Bargaining Unit Faculty Members.

Section 4 – Pay When Teaching Music. Part-Time Bargaining Unit Faculty Members who teach applied music courses shall be paid the following per semester based on a one-hour lesson each week:

Effective August 1, 2018	\$900
Effective August 1, 2019	\$925
Effective August 1, 2020	\$950

Part-Time Bargaining Unit Faculty Members teaching group music lessons shall be paid two-thirds (2/3) the per course rate for a 3-4 credit non-laboratory course offered in Arts and Sciences.

Section 5 – Miscellaneous Compensation. The compensation for miscellaneous services performed by Part-Time Bargaining Unit Faculty Members shall be determined by agreement between the Part-Time Bargaining Unit Faculty Member and the University. The performance of such services is not and shall not be exclusive to Part-Time Bargaining Unit Faculty Members. If no agreement is reached on compensation for performing miscellaneous services, a Part-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, 2018 or ratification of this Agreement, whichever is later, the University will provide a total of \$25,000 in each fiscal year for professional development grants that will be available to Part-Time Bargaining Unit Faculty Members. Part-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 Part-Time Bargaining Unit Faculty Members who already received their annual maximum amount and who have made a supplemental request by June 1<sup>st</sup>. 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 Part-Time Bargaining Unit Faculty Member shall be \$500 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 travel and participation in a scholarly conference at which the Part-Time Bargaining Unit Faculty Member is presenting.

c. If at the time of this ratification, a Part-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.

## **ARTICLE 19 – DISCIPLINE AND DISCHARGE**

Section 1 – Discipline may include verbal warnings, written warnings, unpaid suspensions or discharge. A Part-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 Part-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 Part-Time Bargaining Unit Faculty member may be removed from service with or without pay pending the investigation. If no discipline is issued to the Part-Time Bargaining Unit Faculty Member, they will promptly be paid for the time they were removed from service.

Section 5 – A Part-Time Bargaining Unit Faculty Member may request that a Union representative be present at any investigatory meeting that the Part-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 20 – PERSONNEL FILES**

Section 1 – The University will maintain personnel records for Part-Time Bargaining Unit Faculty Members in the Office of Human Resource Management. A Part-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 Part-Time Bargaining Unit Faculty Member, the University will provide the Part-Time Bargaining Unit Faculty Member with one photocopy of any item(s) in such file(s).

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

## **ARTICLE 21 – PAYDAY**

Section 1 – A Part-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 Part-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 – Part-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. Part-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 22 – 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 Part-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 23 – 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 Part-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 Part-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 Part-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 Part-Time Bargaining Unit Faculty Member for such violation, including the decision to discharge a Part-Time Bargaining Unit Faculty Member, shall not be subject to challenge under Article 9 – Grievance and Arbitration.

Section 3 – In the event that any Part-Time Bargaining Unit Faculty Member violates the provisions of Section 1 above, the Union shall immediately inform such Part-Time Bargaining Unit Faculty Member(s) through all reasonable means that such action is prohibited under this Agreement and that such Part-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 Part-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 Part-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 24 – 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 25 – 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 26 - DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from the date of ratification through June 30, 2021. 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.

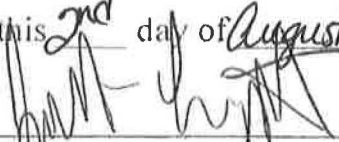
Except where otherwise specifically provided in this agreement, all notices required herein shall be addressed to the University and Union respectively as follows:

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

Executed on this 2<sup>nd</sup> day of August, 2018 in New York City, New York.

  
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**FORDHAM UNIVERSITY**

  
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**SEIU LOCAL 200 UNITED**

## **SEIU Local 200United/Fordham Faculty United Negotiation Committee**

Paul Bartlett

Chris Brandt

Diana Calderazzo

Magda Doyle

Barat Ellman

Kari Evanson

Ashar Foley

Lewis Freeman

Diane George

Huda Gerard-Seif

Hannah Jopling

Joshua Jordan

Alessandro King

Kathleen LaPenta

Reiko Matsuda-Goodwin

Jean-Marc Oppenheim

Guy Robinson

Rebecca Smart

Lunia Vera

Kate Wilson

Kristina Zupnyk

**APPENDIX – A**

**Minimum Per Course Rates:**

**Arts & Sciences General**

<u>0-3 Years Longevity</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Fall Per Course Rate</u>	<u>FY 2020 Spring Per Course Rate</u>	<u>FY 2021 Fall Per Course Rate</u>	<u>FY 2021 Spring Per Course Rate</u>
3-4 Credits	\$5,000	\$5,600	\$6,000	\$6,600	\$7,000

<u>4-6 Years Longevity</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Fall Per Course Rate</u>	<u>FY 2020 Spring Per Course Rate</u>	<u>FY 2021 Fall Per Course Rate</u>	<u>FY 2021 Spring Per Course Rate</u>
3-4 Credits	\$5,200	\$6,000	\$6,400	\$7,000	\$7,400

<u>7+ Years Longevity</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Fall Per Course Rate</u>	<u>FY 2020 Spring Per Course Rate</u>	<u>FY 2021 Fall Per Course Rate</u>	<u>FY 2021 Spring Per Course Rate</u>
3-4 Credits	\$5,400	\$6,400	\$6,800	\$7,600	\$8,000

**Science laboratory courses**

<u>Credit Per Course</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Minimum Per Course Rate</u>	<u>FY 2021 Minimum Per Course Rate</u>
2	\$6,000	\$6,200	\$6,400

**Computer Science laboratory courses**

<u>Credit Per Course</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Minimum Per Course Rate</u>	<u>FY 2021 Minimum Per Course Rate</u>
1	\$1,600	\$1,700	\$1,800

**Graduate School of Religion**

<u>Credit Per Course</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Minimum Per Course Rate</u>	<u>FY 2021 Minimum Per Course Rate</u>
3	\$4,200	\$4,400	\$4,600

**Graduate School of Social Services**

**Masters Degree:**

<u>0-3 Years Longevity</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Fall Per Course Rate</u>	<u>FY 2020 Spring Per Course Rate</u>	<u>FY 2021 Fall Per Course Rate</u>	<u>FY 2021 Spring Per Course Rate</u>
3-4 Credits	\$4,100	\$4,300	\$4,500	\$4,500	\$4,900

<u>4-6 Years Longevity</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Fall Per Course Rate</u>	<u>FY 2020 Spring Per Course Rate</u>	<u>FY 2021 Fall Per Course Rate</u>	<u>FY 2021 Spring Per Course Rate</u>
3-4 Credits	\$4,200	\$4,400	\$4,800	\$4,800	\$5,200

<u>7+ Years Longevity</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Fall Per Course Rate</u>	<u>FY 2020 Spring Per Course Rate</u>	<u>FY 2021 Fall Per Course Rate</u>	<u>FY 2021 Spring Per Course Rate</u>
3-4 Credits	\$4,300	\$4,600	\$5,000	\$5,100	\$5,500

**Ph.D:**

<u>0-3 Years Longevity</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Fall Per Course Rate</u>	<u>FY 2020 Spring Per Course Rate</u>	<u>FY 2021 Fall Per Course Rate</u>	<u>FY 2021 Spring Per Course Rate</u>
3-4 Credits	\$4,400	\$4,600	\$5,000	\$5,000	\$5,400

<u>4-6 Years Longevity</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Fall Per Course Rate</u>	<u>FY 2020 Spring Per Course Rate</u>	<u>FY 2021 Fall Per Course Rate</u>	<u>FY 2021 Spring Per Course Rate</u>
3-4 Credits	\$4,500	\$4,800	\$5,200	\$5,300	\$5,700

<u>7+ Years Longevity</u>	<u>FY 2019 Minimum Per Course Rate</u>	<u>FY 2020 Fall Per Course Rate</u>	<u>FY 2020 Spring Per Course Rate</u>	<u>FY 2021 Fall Per Course Rate</u>	<u>FY 2021 Spring Per Course Rate</u>
3-4 Credits	\$4,600	\$5,000	\$5,400	\$5,600	\$6,000

## **SIDE LETTER 1**

### **Regarding Negotiations For Successor Agreements**

In 2018 Fordham University and SEIU Local 200United bargained two collective bargaining agreements for the term July 17, 2018 through June 30, 2021 – 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.