

**Fordham University’s Response to Fordham Faculty United**  
**Package Proposal**

January 18, 2023 (January 19, 2023)

This package proposal shall be accepted in its entirety or it shall be deemed rejected in favor of the University’s last position on any bargaining subject. All previous tentative agreements are incorporated by reference into this package proposal even if not expressly listed below. Any proposal of either party not referenced below is deemed withdrawn as part of this package proposal. The University reserves the right to withdraw, add to, modify or amend this package proposal, in whole or in part.

**1. Recognition (GSS Field Advisors) – Article 2 (PT Contract) (New)**

Revise (a)(1) in Article 2 as follows:

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)(A) 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”).

(1)(B) Part-Time Field Advisors: All part-time Field Advisors who serve as Field Advisors to students enrolled in an on-campus program in the Graduate School of Social Service. [NB: The Agreement will need to be modified to add references to Part-Time Field Advisors throughout to make clear when their terms are identical to those of Part-Time Bargaining Unit Faculty Members and where their terms will be unique to Part-Time Field Advisors.]

## **2. Evaluations (Part-Time Field Advisors) (New)**

Add the following as a new Article 15A:

### **ARTICLE 15A – EVALUATIONS**

Section 1 – The University may evaluate current and newly hired Part-Time Field Advisors. The evaluation process includes the following:

- (a) student feedback;
- (b) field placement agency feedback;
- (c) timely submission of required documentation;
- (d) feedback from Graduate School of Social Services administration;
- (e) adherence to professional standards
- (f) an updated curriculum vitae for the Part-Time Field Advisor; and

(g) a self-assessment of no more than three pages which discusses the Part-Time Field Advisor'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 Field Advisor.

Under no circumstances shall student feedback be the sole criteria for adverse action against a Part-Time Field Advisor.

Section 2 – As an additional evaluative tool, the University may observe a Part-Time Field Advisor's performance with students. Except in cases in which the University is conducting a disciplinary investigation or where the Part-Time Field Advisor does not agree to a reasonable time for the observation, observations will be scheduled by mutual agreement between the Graduate School of Social Services Field Director or designee and Part-Time Field Advisor.

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

Section 3 – Evaluations shall be shared with the Part-Time Field Advisor.

### **3. Workload and Responsibilities (Part-Time Field Advisors) (New)**

Add the following as a new Article 16A:

#### **ARTICLE 16A – WORKLOAD AND RESPONSIBILITIES**

Section 1 – The University has the right to set the workload and responsibilities for all Part-Time Field Advisors. Part-Time Field Advisors may advise no more than two (2) field advisement sections per semester. For purposes of this Agreement, duties related to field advising include, but are not limited to, the following types of activities:

- a. Understand student academic plans of study & GSS curriculum;
- b. Participate in training, meetings and orientations as required;
- c. Develop proficiency in the use of the GSS Field Education Department technology;
- d. Facilitate required field advisement sessions at days, times and locations determined by the University;
- e. Provide field advisement and oversight for each student throughout their agency placement;
- f. Identify and provide necessary intervention to deal with issues that arise in student placements;
- g. Develop and oversee written corrective action plan for students when necessary;

- h. Respond in a timely fashion to electronic communication from students, GSS administration, and field instructors;
- i. Ensure timely completion and submission of the Educational Agreement, progress reports and evaluations for each student;
- j. Conduct required agency site visits in the required timeline given by Graduate School of Social Services;
- k. Conduct additional site visits to address student and or agency issues, when necessary;
- l. Provide the GSS Field Education Department with all required documentation/forms in a timely manner;
- m. Follow all guidelines and directives of the Field department, with respect to its specific expectations for the advisement session, unless such guidelines and directives violate or alter any of the terms or conditions set forth in this Agreement;
- n. Prepare student recommendation letters
- o. Adhere to all other University, School or Department policies

**4. Equal Employment Opportunity and Non-Discrimination – Article 6, Section 5 (Both Contracts at p.12) (as proposed by the University on April 13, 2022)**

Revise the current Article 6, Section 5 as follows:

“(a) A Full-Time Bargaining Unit Faculty Member’s claim of discrimination or harassment in violation of this Article shall be handled through the procedures available to all University employees prior to the filing of any grievance. Those procedures may be found on the University’s website and may be revised by the University from time to time. ~~The University~~

~~procedures shall provide Full-Time Bargaining Unit Faculty Members who are alleged to have violated Title IX (or any equivalent state or local law) or the University policy on sexual misconduct with an opportunity to participate in a hearing before an internal panel consisting of an administrator, a member of this Bargaining Unit and a tenured faculty member. At the hearing the Full-Time Bargaining Unit Faculty Member shall have the right to examine witnesses, cross-examine witnesses, and submit evidence.~~

(b) Any grievance filed challenging discipline imposed on a Full-Time Bargaining Unit Faculty Member in connection with an alleged violation of Title IX (or any equivalent state or local law) or the University policy on sexual misconduct will be filed initially as a demand for arbitration under the Agreement's Grievance and Arbitration provision. The authority of the arbitrator in such cases will be limited to determining whether the University (1) acted in an arbitrary or capricious manner; (2) failed to apply the written criteria of the University; or that (3) the procedural due process to which either party was entitled under this Agreement or any other applicable policies or laws were violated.

Section 6 – Any grievance filed regarding a claim of unlawful discrimination or harassment, including but not limited to Title VII and Title IX (or any equivalent state or local law) or the University policy on sexual misconduct, may proceed to arbitration only if the grievant and Union sign a waiver to seek recourse through an administrative agency or court of competent jurisdiction. Such written waiver shall be signed prior to the filing for arbitration. Nothing herein is intended to prevent Full-Time Bargaining Unit Faculty Member from filing a claim of unlawful discrimination or harassment, including Title IX (or any equivalent state or local law) or the University policy on sexual misconduct, with any administrative agency or court of competent jurisdiction, except where such rights are waived in writing.”

### **5. Appointment – Article 13, Section 5 (Presumption of Reappointment when Changing Discipline in GSS)**

Amend the first paragraph of Article 13, Section 6 as follows:

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 circumstances set forth below. Teaching performed by Part-Time Bargaining Unit Faculty Members teaching in the Graduate School of Social Services and field advisement performed by Part-Time Field Advisors constitute two distinct disciplines. Those seeking to transfer from one discipline to the other must apply for and be qualified for the new discipline. Upon being hired into the new discipline, a bargaining unit member will be required to complete a probationary period of two (2) semesters of teaching or field advising in the new discipline followed by two (2) additional semesters of teaching or field advising in the new discipline before gaining a presumption of reappointment in the new discipline. In the Graduate School of Social Services, a bargaining unit member may only have a presumption of reappointment in teaching or field advisement. They may not have a presumption of reappointment in both disciplines at the same time

**6. Appointment – Article 13, Section 6 (PT p.28) (as proposed by the University on May 25, 2022 and modified on July 19, 2022)**

Add the following as a new paragraph at the end of the current Article 13, Section 6:

“Notwithstanding the foregoing, if the University determines in its sole discretion that a Part-Time Bargaining Unit Faculty Member’s teaching performance does not merit a presumption of reappointment at the completion of the probationary period and after teaching at least two additional semesters past probation, the University may require no more than ten (10) Part-Time Bargaining Unit Faculty Member per academic year to complete one more semester of teaching before that Part-Time Bargaining Unit Faculty Member may be granted a presumption of reappointment. This determination by the University is not subject to grievance or arbitration under this Agreement.”

**7. Appointment – Article 13, Section 9 (PT pp.29-30) (as proposed by the University on May 25, 2022 and modified on July 19,2022)**

Add the following to the end of the current Article 13, Section 9:

“A Part-Time Bargaining Unit Faculty Member who timely accepts a course assignment in accordance with this Section, but does not complete that course assignment will no longer be eligible for (a) a presumption of reappointment (Article 13, Section 6), (b) rights to appointments of one (1) or more years (Article 13, Section 5), (c) course load guarantee (Article 13, Section 5), or (d) right of first refusal (Article 14, Section 3) until the Part-Time Bargaining Unit Faculty Member has completed four (4) semesters of teaching at the University after the semester in which the Part-Time Bargaining Unit Faculty Member did not complete the course assignment. After completing the four (4) semesters, the Part-Time Bargaining Unit Faculty Member will have the rights and benefits enumerated in (a)-(d) above on the same terms and conditions in effect at the time of the course assignment the Part-Time Bargaining Unit Faculty Member did not complete.

The above penalty shall not apply if a Part-Time Bargaining Unit Faculty Member does not complete a timely accepted course assignment because of a reason that qualifies for leave under the federal Family and Medical Leave Act or the New York State Paid Family Leave Law, as they may be amended from time to time. This provision does not create a separate right to a leave of absence, but rather provides a definition of the reasons that may excuse a Part-Time Bargaining Unit Faculty Member who does not complete a timely accepted course assignment from the penalties set forth in the preceding paragraph. The Part-Time Bargaining Unit Faculty Member must provide documentation of the reason(s) as required by the University.”

**8. Course Cancellations – Article 13, Section 10 (PT p.30) (as proposed by the University on April 13, 2022)**

Revise the current Article 13, Section 10(a) as follows:

“(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 **(within fourteen (14) days of the first scheduled class for courses scheduled to start more than two (2) weeks after 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.”

**9. Professional Development – Article 18, Section 1 (both contracts) (as proposed by the University on June 10, 2022 and modified on June 19, 2022 in Section 1.d in both contracts and 1.b in the PT contract)**

Revise Article 18, Section 1 in the full-time contract as follows:

Section 1 – Professional Development Funds

- a. **Pooled Funds.** Effective July 1, 2022 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 Full-Time Bargaining Unit Faculty Members. Full-Time Bargaining Unit Faculty Members shall be eligible to apply for such grants after being employed by the University to teach eight (8) or more courses or during three (3) academic years, whichever occurs sooner. Funds unused at the end of each fiscal year will not roll-over from year to year. Applications for professional development funds shall be submitted for approval to the Union. Once approved, they shall be submitted to the University for processing. The University may request an accounting of the disbursement of the professional development fund and all requests for reimbursement. The maximum reimbursement for an individual Full-Time Bargaining Unit Faculty Member shall be \$1,000 per

fiscal year. The denial of a request for reimbursement under this Article will not be subject to grievance or arbitration under this Agreement.

b. The purpose of such funds is for professional development opportunities related to their teaching. Funds can only be used for conference travel, registration, and lodging for workshops and classes related to pedagogy and the Full-Time Bargaining Unit Faculty Member's discipline. International travel must be approved in advance by the Dean before professional development funds can be requested to cover this cost.

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

d. Full-Time Bargaining Unit Faculty Members who teach courses at the Graduate School of Social Services who are required to fulfill continuing education requirements to maintain their social work license may take up to twelve (12) continuing education credits offered by the Graduate School of Social Services per academic year at no charge.

Revise Article 18, Section 1 in the part-time contract as follows:

### Section 1 – Professional Development Funds

a. **Pooled Funds.** Effective July 1, 2022 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. 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. Funds can only be used for conference travel, registration, and lodging for workshops and classes related to pedagogy and the Part-Time Bargaining Unit Faculty Member's discipline. International travel must be approved in advance by the Dean before professional development funds can be requested to cover this cost.

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.

d. Part-Time Bargaining Unit Faculty Members and Part-Time Field Advisors who teach courses at the Graduate School of Social Services who are required to fulfill continuing education requirements to maintain their social work license may take up to twelve (12)

continuing education credits offered by the Graduate School of Social Services per academic year at no charge.

## **10.Compensation**

### **Minimum Salaries for Full-Time Bargaining Unit Members – Appendix – A (FT Contract p. A-1)**

Increase the rates set forth in Appendix A under the heading “Min. Salary Effective August 1, 2021” as follows

4.0% increase effective August 1, 2022

3.5% increase effective August 1, 2023

3.0% increase effective August 1, 2024

### **Pay When Earning Above The Salary Minimum – Article 17, Section 2 (FT Contract p.40)**

Replace the current Article 17, Section 2 with the following:

“Effective August 1, 2022, August 1, 2023, and August 1, 2024, any Full-Time Bargaining Unit Faculty Member who is being paid more than the Minimum Salary set forth in Appendix A will receive an increase in pay equivalent to the greater of a two percent (2%) increase to their then-current salary or their then-current salary plus the difference between the minimum salaries for Advanced Lecturer and Senior Lecturer.”

### **Minimum Per Course Rates – Appendix – A (PT Contract p. A-1)**

Increase the rates set forth in Appendix A under the heading “FY 2022 Spring Per Course Rate” as follows [this will apply to Part-Time Bargaining Unit Faculty Members and Part-Time Field Advisors].

Title/Longevity/Credit	8/1/22	8/1/23	8/1/24
<u>A&amp;S Part-Time</u>			
0+ Years	\$7,500.00	7,950.00	<b>\$8,500.00</b>
4+ Years	\$7,900.00	8,350.00	\$9,000.00
7+ Years	\$8,500.00	8,950.00	\$10,000.00
<u>GSR</u>			
3 Credit	\$5,600.00	6100	6600
<u>GSSS Part-Time Masters</u>			
0+ Years	\$5,900.00	6400	6900
4+ Years	\$6,200.00	6700	7200
7+ Years	\$6,500.00	7000	\$8,000.00
<u>GSSS Part-Time Phd.</u>			
0+ Years	\$6,400.00	\$6,900.00	\$7,400.00
4+ Years	\$6,700.00	\$7,200.00	\$7,700.00
7+ Years	\$7,000.00	\$7,500.00	<b>\$8,500.00</b>
<u>Full-Time</u>			
Pre- & Post- Doctoral Teaching Fellows	\$43,680.00	\$45,208.80	\$46,565.06
Lecturer Minimum/Clinical Assistant Professor	\$66,560.00	\$68,889.60	\$70,956.29

Advanced Lecturer/Clinical Associate Professor	\$69,160.00	\$71,580.60	\$73,728.02
Senior Lecturer/Clinical Professor	\$71,760.00	\$74,271.60	\$76,499.75
<u>Science Laboratory</u>			
2 Credit	6600	6800	7000
<u>Computer Science laboratory courses</u>			
1 Credit	\$1,900.00	\$2,000.00	\$2,100.00

**All raises effective 8/1/22 will be retroactive to August 1, 2022 and will be paid upon ratification.**

**Pay When Earning Above The Course Minimum Pay Rate – Article 17, Section 2 (PT Contract p.38)**

Replace the current Article 17, Section 2 with the following:

“Effective August 1, 2022, August 1, 2023, and August 1, 2024, any Part-Time Bargaining Unit Faculty Member or Part-Time Field Advisor who is being paid more than the Minimum Salary set forth in Appendix A will receive a two percent (2.0%) increase to their then-current salary.”

**FSA – Article 17, Section 6 (PT Contract new section)**

**The University will contribute the following amounts to an FSA for active Part-Time Bargaining Unit Faculty Members based on the number of courses taught by the Part-Time Bargaining Unit Faculty Member in the preceding calendar year:**

**1 course - \$300**

**2 courses - \$400**

**3 courses - \$500**

**4 courses - \$500**

**11. Full-Time Non-Tenure Track Faculty Positions – Article 13,  
Section 12 (PT Contract) (New)**

Revise Article 13, Section 12 as follows:

Section 12 – The University will post open full-time non-tenure track faculty positions on the University’s Part-Time Faculty webpage. Where consistent with the University’s projected enrollment and teaching needs, the University will review the number of Part-Time Bargaining Unit Faculty Members and consider creating additional full-time non-tenure track faculty positions to meet those teaching needs. The University’s review and determination as to whether any, or how many, additional full-time non-tenure track faculty positions will be created is not subject to the grievance and arbitration procedure under this Agreement.

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.

**12. Union Officer Course Release/Compensation Union Rights-  
Article 5, new Section 6 (FT & PT, P. 11)**

[Section 6-Union Officers](#)

Add a new Article 5, Section 6: “Beginning with the Fall 2023 semester, the Union may designate two (2) officers per semester to be compensated by the University as follows during the semester in which they are so designated:

(a) Full-Time Bargaining Unit Faculty Member. When the designated officer is a Full-Time Bargaining Unit Faculty Member, the University will grant a course release or pay compensation in lieu of a course release equivalent to the minimum adjunct course rate as listed in the Part-Time Faculty Agreement.

(b) Part-Time Bargaining Unit Faculty Member. When the designated officer is a Part-Time Bargaining Unit Faculty Member, the University will pay the equivalent to the adjunct course rate, to which they would normally be entitled due to their longevity, for that semester as listed in the current Part-Time Faculty Agreement. Such an assignment shall be treated as equivalent to a course for the purposes of calculating longevity and course guarantees.”

### **13.Labor Management Committee – Article 22 (PT Contract p.44)**

Revise Article 13, Section 12 as follows:

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, including but not

limited to health benefits. 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.

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