

FORDHAM UNIVERSITY



LOCAL 153 CONTRACT

OFFICE & PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION

JULY 1, 2021 - JUNE 30, 2024

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AGREEMENT entered into to be effective the first day of **July, 2021** between the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO, 265 West 14th Street, New York, New York, 10011, hereinafter referred to as the "Union" and FORDHAM UNIVERSITY, whose principal location is East Fordham Road, Bronx, New York, 10458, and its other locations, hereinafter referred to as the "University."

Whereas, the Union and the University desire to cooperate in establishing conditions which tend to provide fair and reasonable wages and conditions of employment and methods for the fair and peaceful adjustment of all disputes, and

Whereas, the University is a nonprofit educational institution under the jurisdiction of the Department of Education of the State of New York, and

Whereas, the parties hereto obligate themselves to carry out in good faith the provisions of this Agreement recognizing the high trust and responsibility reposing upon the employees to maintain at all times full uninterrupted operation of the University as an educational institution including all of its branches and departments, and

Whereas, the parties solemnly dedicate themselves to resolving any differences which might arise between them through the instrumentalities provided here,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I-RECOGNITION

The University agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees, including permanent part-time office and clerical employees who work more than **19 hours** per week on a regular, permanent basis, and excluding Clerks working in the Human Resources Office and all Confidential Secretaries within the University (i.e., those whose work includes access to confidential matters pertaining to the field of labor relations), General and Academic Administrative classifications so certified by the University, occasional part-time and student employees and supervisory employees with authority to hire, terminate, promote, discharge or discipline other employees or effectively to recommend such action. Employees performing office and clerical services while working on grants will be included in the bargaining unit when and if (1) the project supported by the grant is expected to be in operation for at least one year, and (2) when and if there are sufficient funds available in the grant to cover the expenses of all benefit programs provided for in this Agreement in addition to salary costs.

ARTICLE II-SUBCONTRACTING

The University does not contemplate subcontracting to any outside source or agency work which normally or customarily has been performed by clerical employees of the University. In the event that any such subcontracting is to occur, the University agrees to discuss the same with the Union prior to undertaking the same. No employees within the unit recognized in Article I hereof shall be laid off as a result of any subcontracting by the University. In the event any work is subcontracted by the University and employees within such unit are affected thereby, the University will offer such employees employment in other positions for which they are qualified. Nothing herein contained shall prohibit the University from subcontracting if in its opinion such is required for the proper administration of the University.

ARTICLE III-UNION SECURITY

Section 1. The University agrees that all employees covered under this Agreement shall, as a condition of employment, remain members of the Union in good standing.

Section 2. The University further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one days from the date of employment, become and remain members of the Union in good standing.

Section 3. The University agrees to supply the Union with the name, gender, age, address, salary, date of hiring, classification of employees covered by this Agreement within thirty days of the date of execution. At the time a new employee, to be covered by this Agreement, becomes a member of the Union, this information will be supplied to the Union. Thereafter, the Union shall be notified of all salary changes, changes of address, resignations, retirements, death, dismissals, leaves of absence and transfers from a union position to a non-union position as they occur.

Section 4. The University may, from time to time, hire temporary employees for a period of forty-five days of actual work during periods of peak workloads in any department of the University. After such forty-five days of actual work, such temporary employees shall either be severed from the employ of the University, or shall become permanent employees and as a condition of such permanent employment within ten working days become and remain members of the Union in good standing.

In the event a temporary employee is hired to replace a permanent employee who is granted a sick leave or leave of absence, and in the event the leave extends beyond forty-five work days, the temporary employee may be retained by

the University and not become a member of the bargaining unit for as long as the permanent employee remains on leave.

Section 5. The term “date of employment” as used in this article and elsewhere in this Agreement shall mean the date the employee actually commences work.

ARTICLE IV-CHECK-OFF OF UNION DUES AND INITIATION FEES

Section 1. The University agrees to deduct Union dues, initiation fees, and voluntary V.O.T.E. contributions from the wages of each employee. These deductions will be taken in equal installments from each biweekly pay check. These payments will become due according to the following schedule: For persons hired before the twenty-third of the month, dues shall become payable for the following month; for persons hired on or after the twenty-third of the month, dues shall become payable the second following month.

The University agrees to remit such dues, initiation fees, and voluntary V.O.T.E. contributions thus collected to the Union each month, at a time that would insure receipt of said monies at the Union Office prior to the last day of the month, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, on leave of absence or otherwise not on the current payroll. The University will deduct unpaid Union dues and initiation fees from the final paycheck of any eligible employee member.

Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the University in the month following the month in which the University receives written notice of the change from the Union, provided the notice is received prior to the twenty-third of the month preceding the month in which the changes become effective.

Section 2. The Union agrees to file an initiation fee, dues deduction assignment form and voluntary V.O.T.E. contribution form with the University for each employee prior to such deductions.

Section 3. The previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated within 6 months following layoff or leave of absence; previous authorization of other employees rehired or reinstated shall not be considered to be effective.

Section 4. The Union hereby agrees to indemnify and hold the University harmless from any expense or liability that shall arise out of or in connection with the University's action in complying with this Article.

ARTICLE V-WORK SCHEDULES

Section 1. The basic workday is seven consecutive hours, broken by a one-hour meal period on the employee's time. The basic workweek is five consecutive workdays in a seven-day calendar period.

Section 2. The normal work schedule is 9:00 a.m. to 5:00 p.m. with one hour for lunch, Monday through Friday inclusive, except that the lunch hour shall be extended by one-half hour on the day the employee receives **their** paycheck, **unless there is an early closing on that day, and then the extra one half hour is waived.** Other work schedules may be established for specific positions, as required by the University to provide necessary services, but such work schedules shall be consistent with the principles of the basic work day and the basic work week as noted in Section 1 above.

Commencing with the week in which Independence Day is celebrated, and continuing for six (6) consecutive Fridays, the normal workweek will be Monday through Thursday. During this four-day week schedule normal work schedules will prevail except that the lunch period will be extended by one half hour on the day pay checks are distributed. Regular weekly pay rates will be continued during these weeks. Employees required to work on Fridays during the Summer Schedule will be paid at the rate of straight time plus the normal day's pay (double time). Selection of employees to work on Friday will be on a seniority basis.

In the event that Independence Day falls on Friday or Saturday, the Thursday of that week will also be observed.

Section 3. All hours worked in excess of seven hours in a day or in excess of thirty-five hours in a calendar week shall be compensated at the rate of one and one-half times the regular hourly rate, except that all work performed on the seventh consecutive day of work in an employee's work week shall be compensated at two times the regular rate. All monies due for overtime shall be paid on a one pay period lag. All overtime work must be authorized by the supervisor in advance.

Section 4. A full-time employee is entitled to two rest periods of fifteen minutes each during each day's work schedule. The first rest period shall occur in the work session prior to the meal break and the second rest period shall occur in the work session after the meal break. Part-time employees are entitled to a rest period during any work session of three hours or more. A rest period is recess; it is not to

be used to extend the starting time or advance the departure time of a work session. Rest periods cannot be accumulated.

Section 5. A shift differential payment of **30 cents** per hour will be made to all full-time employees who work a regular shift ending at or after 8 P.M.

Section 6. A supper money payment of **\$7.00** will be made to employees working a standard 35-hour week and who work in excess of two (2) hours of overtime in any given day. Employees must submit their request for supper money to their supervisor within 30 days of the incurred overtime. Failure to submit the request within the 30-day period will result in ineligibility for the allowance.

Section 7. Absences and lateness shall be governed by the [University Attendance policy](#).

ARTICLE VI-HOLIDAYS

Section 1. All employees shall receive the following holidays with pay at their regular straight time rate:

| | |
|----------------------------------|-------------------------------|
| New Year's Eve | New Year's Day |
| Rev. Martin Luther King, Jr. Day | Presidents' Day |
| Holy Thursday | Good Friday |
| Easter Monday | Memorial Day |
| Juneteenth | Independence Day |
| Labor Day | Columbus Day |
| Presidential Elections | Wednesday before Thanksgiving |
| Thanksgiving Day | Day after Thanksgiving Day |
| Christmas Eve | Christmas Day |

Local 153 members who are Veterans and were honorably discharged (members would need to present relevant paperwork in HR) are entitled to have Veteran's Day as a paid day off in recognition of their service

In addition to the above holidays employees shall receive additional recess days between the day following the observance of Christmas Day through the day preceding the observance of New Year's Eve without loss of pay. Any employee required to work on these additional recess days will be paid at their straight time rate, plus their normal day's pay (double time). The parties further agree that when overtime is being scheduled, selection shall be based on "Right of First Refusal". Senior employees will be given first priority in the overtime roster. Should they refuse the overtime, it will then be offered to the next senior person until the roster moves to the least senior person, who will then be required to work the overtime.

Employees who have completed six months of service are entitled to one personal day in each calendar year, and each employee who is working in a 52 week-per-year position is also entitled to three additional personal days, all of which can be taken any time during that calendar year. Personal days must be used during the period of entitlement and while an employee is actively at work. Unused Personal Days cannot be accumulated for later use, nor can they be compensated for as part of terminal pay of any kind.

Section 2. When a holiday falls on Saturday, it will be celebrated on the preceding Friday, provided the University is officially closed on that Friday; when a holiday falls on Sunday, it will be celebrated on the following Monday, provided the University is officially closed on that Monday. If the University is not closed on the Friday or the Monday just noted, that Friday or Monday will be a regular working day, and employees will receive another holiday as mutually agreed upon by the University and the Union.

Section 3. All work performed on the day the above holidays are celebrated by University employees shall be compensated at two times the regular rate of pay (in addition to the regular rate of pay). Any such work must be approved in advance by the supervisor.

Section 4. In the event that any of the above enumerated holidays falls on any employee's regularly assigned work day and the employee is not required to work, such holiday shall be considered as a day worked for the purpose of computing overtime.

ARTICLE VII-VACATIONS

Section 1. The amount of vacation to which each employee is entitled each year is as follows:

A. Employees with less than four years of service, computed from their **service date** receive two weeks. Vacation time is accrued at the rate of 1 day per month to a maximum of 10 days and is available on **their** 1st anniversary with the University.

B. Employees with more than four years but less than ten years of service, computed from their **service date** receive three weeks. Vacation time is accrued at a rate of 1 1/2 days per month to a maximum of 15 days and is available on **their** 5th anniversary with the University.

C. Employees with more than ten years but less than twenty years of service, computed from their **service date** receive four weeks. Vacation time is accrued at the rate of 2 days a month to a maximum of 20 days and is available on **their 11th anniversary** with the University.

D. Employees with twenty or more years of service, computed from their **service date** receive five weeks. Vacation time is accrued at the rate of 2 1/2 days a month to a maximum of 25 days and is available on **their 21st anniversary** with the University. **If the employee does not desire to take their fifth week of vacation, and it is acceptable to the University, such employee may be compensated at straight time for their fifth week of vacation.**

E. **Employees hired prior to July 1, 2021, with thirty or more years of service, computed from their service date, receive six (6) weeks. Vacation time is accrued at the rate of 3 days a month to a maximum of 30 days and is available on their 31st anniversary with the University. If the employee does not desire to take their fifth and/or sixth week of vacation, and it is acceptable to the University, such employee may be compensated at straight time for their fifth and/or sixth week of vacation.**

F. Employees working at least forty weeks per year on a regular basis will be credited with a year of service for the purpose of determining the amount of vacation due, **on a prorated basis.**

G. Accrued vacation will be paid to an employee who has completed the probationary period and leaves the University.

Section 2. Vacation shall be scheduled and taken at a time and at intervals that are mutually agreeable to the employee and that employee's designated supervisor. It is therefore expected that vacation will be requested of that employee's supervisor well in advance of the desired use by an employee, where possible, so that the absence can be planned for and the regular work flow is minimally disrupted. The University will make efforts to meet employee's vacation choices on the basis of employees' seniority. While the employee's preference will be respected wherever practicable, the University reserves the right to arrange schedules in order to meet operating needs.

Section 3. Vacations must be taken prior to the end of the employment year subsequent to the one in which they are earned.

Section 4. An employee shall continue to accrue vacation during periods of disability, but such vacation shall not exceed the vacation accrued during months actually worked in any given year.

**ARTICLE VIII-SICK LEAVE, FAMILY MEDICAL LEAVE ACT,
AND LEAVES OF ABSENCE**

Section 1. A. Sick leave is to be used by an employee in accordance with the University Safe and Sick Leave Policy to the extent that policy offers greater benefits than this contract. Nothing in this Section 1A should conflict with the employee's FMLA rights outlined in Section 6 of this article.

B. Inability to perform work as a result of pregnancy shall be considered as illness for the purposes of determining eligibility for the payment of sick leave. Sick leave will be paid only if the employee continues active employment until the time the attending physician certifies that the employee is no longer physically able to work. The employee will be paid sick leave thereafter, to the extent that sick leave credits are available, for so long as the attending physician certifies that the employee is unable to return to work because of physical disability.

The date of return should coincide with the attending physician's certification that the employee is able to return to work. The University will, however, allow a grace period beyond this certification. Such grace period will not extend beyond three (3) months from date of delivery. Any failure to return at that point will be considered a resignation.

C. Employees are given sick leave credits as follows: (1) One day of sick leave credit is earned for each full month of service. (2) There is no limit to the number of sick leave credits which may be accumulated.

D. After completing the probationary period, absences due to illness will be charged against sick leave credits available as of the beginning date of illness. If and when an employee has exhausted all sick leave credits, future absence shall be without pay.

E. Any allowances available under New York State Disability Laws, the Health Fund or governmental coverage shall be deducted by the University from sick leave payments, unless arrangements are made by the employee to return such payments to the University for the period of time that sick leave payments are made by the University.

Section 2. An employee who has completed one full year of employment and has exhausted all sick leave credits but continues to be disabled shall be granted a leave of absence without pay and without accumulation of seniority rights for a period of time not to exceed two calendar months for each full year of completed service, up to a maximum of twelve months. At retirement (defined as including

those staff members who attain age 62 and have fifteen (15) years of service) employees shall receive payment at their current rate of pay for unused accumulated sick time to a maximum of 75 days.

Section 3. Any employee who is absent on paid sick leave for five or more consecutive working days must furnish satisfactory medical evidence to the **Office of Human Resources Management** at the time said employee returns to work. Any employee who is granted a leave of absence without pay in accordance with Section 2 hereof must furnish the Executive Director of Human Resources with a certificate from a doctor before and at the termination of the leave of absence.

Section 4. In the case of the death of an employee's spouse, parent or child, **grandparent** or sibling the employee shall be granted a leave of absence of five (5) days without loss of pay.

In the case of the death of other family members of the immediate family, an employee shall be granted a leave of absence of three (3) days without loss of pay.

For purposes of this agreement immediate family includes grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law, **aunt, uncle, niece, nephew, or domestic partner.**

The purpose of bereavement time is for the employee to grieve the loss of a close family member, prepare for and attend a funeral, and/or attend to any other immediate post-death matters such as settling wills and estates.

Section 5. The University agrees to abide by the provisions of the Selective Service Act and its judicial interpretation with respect to leaves of absence due to military service.

Section 6. For those employed by the University for at least 12 months, and for 1250 hours during the previous 12-month period, the University will grant an unpaid leave of up to 12 weeks during any 12-month period for one or more of the following reasons:

- To care for newborn child;
- To care for a newly adopted or foster care child;
- To care for a seriously ill spouse, parent, a child who is under 18 years of age, or dependent 18 years of age or older and incapable;
of self-care because of a mental or physical disability;
- Because of a serious health condition which renders the employee unable to function in **their** position.

If both an employee and **their** spouse work for the University, they shall be entitled to an aggregate leave limited to 12 weeks for the birth or adoption of a child, or the care of a sick parent. In all other cases noted above, each will be entitled to 12 weeks of unpaid leave.

An employee is required to use all accrued vacation and sick time before receiving family and medical leave. The combination of such accrued vacation, sick time and family and medical leave shall not exceed 12 weeks.

Section 7. Employees called to perform **their** duty as a juror will receive full salary providing **they** complies with the following guidelines: 1) Provide your immediate supervisor and the Human Resources Department with a copy of your notice; 2) Remit any payment, with the exception of travel money, to the Human Resources Department; 3) Return to work if you are released for any full or partial day from your duties as a juror; 4) Provide proof of the fulfillment of that obligation to both your supervisor and the Human Resources Department.

Section 8. The University agrees to make arrangements with the supervisor involved to excuse the chief union stewards (one on the Bronx campus and one on the Lincoln Center campus) from University duties for not more than four hours per week. Union stewards other than the chief stewards may perform their union functions on University time, but except in unusual circumstances, they will be expected to perform these functions in such a manner as not to interfere with their University duties and responsibilities.

The University agrees to grant a reasonable leave of absence without pay to employees selected to perform work for the Union, provided that at least three weeks prior written notice thereof is given to a **Human Resources Labor Representative** of the University. Such leave of absence shall not be granted where the work such employees are to perform for the Union includes participation in picket lines or other demonstrations. Employees granted such leave of absence will retain seniority during the leave of absence and accumulate seniority of not more than six months during such leave of absence.

Section 9. The University may grant a leave of absence with or without pay if, in the opinion of the University, such a leave would serve the best interests of the University.

Section 10. An employee will be considered to have resigned if the employee fails to return to work at the end of a leave of absence. If the individual is employed by the University at a later date, such individual shall be considered to be a new employee except that an employee granted a leave of absence without pay

under Section 2 shall retain all seniority rights if rehired by the University not later than the end of an additional period of time equivalent to the unpaid leave of absence.

ARTICLE IX-PROBATIONARY PERIOD

Section 1. Newly hired employees, other than employees hired for peak periods as permitted under Article III, hereof shall be considered on a probationary basis for a period of sixty working days from the date of employment. Other provisions herein notwithstanding, such employees may be terminated at any time during the probationary period without any recourse under this Agreement whatsoever. After the completion of the probationary period, seniority shall be effective as of the original date of employment.

Section 2. New hires will not be entitled to paid holiday time, recess breaks (Christmas break) and summer Fridays until **they have** satisfactorily completed **their** probationary period.

Section 3. Employees promoted to a higher rated level position shall serve a probationary period in the new position of thirty working days exclusive of vacations, leaves of absence and sick leave. In the event such promoted employee successfully passes the probationary period, the employee shall receive the salary adjustment as provided in ARTICLE XI, Section 3., below, retroactive to the date of promotion. In the event the employee does not successfully pass the probationary period, such employee shall be given **their** former position without any loss of seniority or pay or, if such former position has been filled, a position reasonably equal in responsibility and pay at **their** former campus location.

ARTICLE X-SENIORITY

Section 1. Seniority shall mean the length of continuous service within the University.

Section 2. An employee shall lose all seniority rights for any one or more of the following reasons:

A. Voluntary resignation.

B. Discharge for cause.

C. Failure to reply within three working days and return to work within five working days after being recalled from layoff by notice sent by registered mail,

return receipt requested, to the last address of such employee appearing in the University's personnel records, unless such failure to reply and return is due to illness or accident.

- D. Layoff for a continuous period of more than one year.
- E. Failure to return to work at the end of an approved leave of absence.

ARTICLE XI-PROMOTIONS AND TRANSFERS

Section 1. Promotion is hereby defined as a move from a lower class level to a higher-class level. It is the intent of the University; to the extent reasonably appropriate, to fill job vacancies from within the University before hiring new employees, provided that employees of the University are available with the necessary qualifications to fill the vacant position. The Chief Shop Steward is to be notified of all applicants and the final selection.

Section 2. Notice of all job vacancies shall be posted on the bulletin boards provided for in this Agreement. This notice will remain on such bulletin boards for five working days and will include job title, location, class level and range, and a brief description of the job duties including qualifications and necessary skills. Employees who make an application during this five-day period will be given first consideration for the vacancy. An application must be received by the close of business on the fifth working day, excluding the date the notice is posted. An application will be deemed received in the Human Resources Office if made orally and confirmed in writing, which writing is received in the **Office of Human Resources Management** by noon of the fifth working day after the notice has been posted, excluding the date of posting the notice. The Human Resources Office will forward only those candidates having requisite qualifications and the necessary skills, taking into consideration seniority. If no candidate is chosen from within the University, the University then has the right to employ a person from outside the unit to fill the vacancy.

Section 3. Promotions within the unit shall be made on the basis of seniority and qualifications. In the event two or more employees are equally qualified, the employee with the greater seniority shall be selected. An employee who is promoted to a higher class level shall receive the minimum of the new class level or a five percent increase for each level of progression, whichever is higher. All employees so promoted shall be placed in the higher rated level for a probationary period as specified in ARTICLE IX, Section 2. Promotional increases must be effective no later than two weeks from the date of selection.

Section 4. An employee may apply for and receive a transfer to a position within the same class level, but such transfer shall be made upon the request of the

employee and granted at the sole and absolute discretion of the University. Any employee so transferred shall receive the same salary as in **their** former position.

Section 5. Local 153 members who are in the suspension stages of progressive discipline will not be eligible for a lateral or promotional opportunity. Members must be in good standing for a minimum of one (1) year from the last suspension in order to be considered for a promotion and/or transfer.

ARTICLE XII-LAYOFF AND RECALL

Section 1. A. In the event of a layoff within a job classification of any department the University agrees to lay off probationary and/or temporary employees first. To avoid disruption of 153 employees, the affected employee(s) must access vacancies equal to their current level. **The affected employee must be qualified for the vacant position, the employee must be interviewed by the hiring department and submit to mandatory competency testing before being offered the position. In the event the employee does not exercise their right to interview for vacancies, or accept the position offered, they shall be laid off. Probationary employees will have recall rights to the campus from which they were laid off for up to three (3) months.**

B. The implementation of layoff procedures will be restricted to the campus location at which the **layoff** occurs, except that an employee who is **laid off** may request that **their** service and seniority rights be recognized at all campus locations, and such request shall be granted.

C. After the provisions of Section 1.A above have been followed, the **Local 153** the employee with the least amount of service in any classification will be the next employee laid off from the job. **The affected employee will have the opportunity to be interviewed for vacancies, and if none are available, they may apply for occupied positions within the same campus in the same or lower classification held by employees with less seniority. An employee will be given the opportunity to apply for up to five (5) vacancies and/or occupied positions in total. The affected employee must be qualified for the position, must be interviewed by the hiring department and submit to mandatory competency testing before being offered the new position. In the event the employee does not exercise their right to interview for open vacancies and/or occupied positions, or does not pass the mandatory competency test, or does not accept an offered position, they shall be laid off. The laid off employee will have recall rights to the campus location from which they were released for up to one year.**

An employee who is displaced from their job as a result of such bump-back the bumping procedure above may themselves move back and replace

employees having the employee with the least service in any classification in the same or lower classification level. Such employees must meet the minimum essential qualifications of the position, successfully undergo an interview process, and mandatory competency testing. Employees who have been bumped shall be given credit for full University seniority in the lower class level for purposes of any future downward moves.

D. If an employee bumps to a lower labor level, that employee will be paid at the third quartile of the new labor level, or the employee's current pay, whichever is lower.

Section 2. Where a **layoff** is necessary as provided in Section 1, the following principles and procedures will be followed in implementing such action:

A. If an employee who is removed from a position in accordance with the layoff procedures herein declines an offer of continued employment as provided for in Section 1 above, **that employee will be deemed to have voluntarily resigned.** If reemployed later by the University, **they** will be treated in all respects as a new employee.

B. **A Local 153 member** employed on a **continuous** but less than twelve-month basis (**i.e. 9-month or 10-month employees, or part-time employees**) will be considered to be continuously employed, being given credit for a full year's service for each annual period of employment.

Section 3. Sections 1 and 2 are not intended to limit or impair the right of the University to lay off employees.

Section 4. Notice of a layoff shall be given two weeks before the scheduled layoff except in cases of emergency where the length of time shall be reduced to one week. In lieu of notice of layoff, two weeks' pay may be given to the employee.

Section 5. In the event of a layoff other than temporary (temporary lay-offs shall not exceed forty-five calendar days) the laid off employee shall receive the following severance pay based on continuous service with the University: employees with six months but less than one year of service shall receive one week's severance pay; employees with one year or more of service shall receive one week's severance pay for each full year of service. Any individual who receives severance pay and is recalled in less than one year shall have the privilege of repaying the severance pay to restore **their** original date of employment as the basis for the computation of all benefits. If the employee chooses not to repay the severance pay, the employee will be considered to be a new employee and the date of employment shall be the rehiring date.

Section 6. Any employee laid off shall be placed on the recall list for a period of one year.

Section 7. The University, upon rehiring, shall do so in the inverse order of seniority, i.e., rehire the last employee laid off, provided, however, that such employee has the qualifications for the position for which they are rehired. If an employee is unable to return to work within the time provided in ARTICLE X, Section 2.c. hereof, because of actual illness of the employee, then the University may recall the next most senior employee laid off and the originally recalled employee shall retain their status on the recall list. The University agrees not to hire from the open market while employees on the recall list, who are qualified to perform the duties of the vacant position and are ready, willing and able to be re-employed.

Section 8. An employee recalled and reinstated to the former position shall receive their former rate of pay in addition to any wage increases to which they would have been entitled had they not been laid off and which arose during the period they were on the recall list.

Section 9. Any notice of recall to an employee who has been laid off shall be sent by registered mail, return receipt requested, to the last address of such employee appearing in the University's personnel records.

ARTICLE XIII- RESIGNATION/DISCHARGE

Section 1. Employees who resign from the University must have six (6) months of continuous service and provide their supervisor with a minimum of two (2) weeks notice in order to receive unused and accrued vacation time.

Employees, who are discharged from the University and have completed six (6) months of continuous service, will receive unused and accrued vacation time.

Employees who are terminated as a result of a Violation of Fordham University's Code of Conduct, will not be eligible for their unused and accrued vacation time.

Vacation due under this Section will be paid no later than the payroll following the member's last official paycheck.

Section 2. It is hereby agreed that the University has the right to discharge or otherwise discipline any employee for just and reasonable cause.

Section 3. In the event of a discharge, the employee shall have the right to file a complaint with the University under ARTICLE XX within five working days

from the time of notice of discharge. Said complaint will be treated as a grievance subject to the grievance and arbitration procedures herein provided, except that if no complaint is filed within the time specified, then said discharge shall be deemed absolute.

Section 4. If a grievance has been properly filed and if upon joint investigation by the Union and the University or by decision of an arbitrator in accordance with the terms of this Agreement, it shall be determined that an employee has been unjustly discharged, such employee shall be offered reinstatement to the former position without any loss of seniority, rank or salary rate and shall be paid by the University for all or so much of the time lost due to such discharge as may be agreed upon by joint investigation or as awarded by the arbitrator, provided, however, the compensation shall not be more than the employee would have been paid as salary retroactive to the date of discharge.

ARTICLE XIV-HEALTH PLAN

Section 1 (a). The University will provide medical coverage for all members, their spouses and dependents under twenty-six (26) years of age pursuant with the Affordable Care Act (ACA) with certain welfare benefits which may include Group Life, accidental Death and Dismemberment, Hospital, Surgical, Vision Care, DHMO Dental, **DPPO Dental** and both Short and Long Term Disability. (Booklets with the above benefits will be provided to all employees). In addition, all Local 153 full-time and part-time members will be eligible to participate in the University's Flexible Spending Plan.

(b) Employees are eligible to participate in the medical vision and DHMO/DPPO dental plan once they have satisfactorily completed **their** probationary period. Such coverage will begin the 1st of the month following the completion of **their** probationary period.

(c) Employees are responsible for 15% of the published UHC plan premium for each year of the contract, (less any off-set as provided for below) except that if a UHC rate increase exceeds 17%, the members' cost-share will be capped at the rate reflecting only a 17% increase in that year.

Effective January 1, 2018 both full and part-time members are eligible for a reduction from the full cost of the premium. The University's off-set, that is associated with the Enhanced Standard Option and the HIO option for single and family coverage, has been incorporated into the bi-weekly premium. (See grid below)

| Fordham Contribution | | | Offset-Reduction from the premium | | | Total Dollars | | |
|-------------------------|--------|---------|-----------------------------------|--------|--------|-------------------------|---------|---------|
| | Single | Family | | Single | Family | | Single | Family |
| Enhanced Standard (HRA) | \$400 | \$800 | Enhanced Standard (HRA) | \$250 | \$400 | Enhanced Standard (HRA) | \$650 | \$1,200 |
| HIO (HSA) | \$750 | \$1,500 | HIO (HAS) | \$300 | \$500 | HIO (HAS) | \$1,050 | \$2,000 |

* Fordham contributions (HRA and HSA) are tax free

(d) Effective January 1, 2022, members will be eligible for dental and vision coverages. Members will be able to elect a DHMO Dental Plan with no employee cost or a DPPO Dental plan with an employee cost-share of 50% the cost of the plan. The Vision plan will be at the employee’s cost.

Section 2. Effective January 1, 2015 all 153 members will have the option of voluntarily waiving **their** right to medical coverage. To invoke this option an employee must provide the University with proof of coverage annually.

In consideration for the medical waiver, the University will provide the employee with a \$75.00 bi-weekly stipend that will be considered as income. The University reserves the right to review and adjust the stipend on an annual basis prior to the annual “Open Enrollment” period. Only employees who have a medical waiver in force will receive the stipend.

Employees who have elected the medical waiver option will have the opportunity to rejoin the University’s medical program if either of the two conditions exist; 1) Annual Open Enrollment, or 2) A “Qualifying Event” occurs, as outlined by the guidelines set forth by Federal Government (contact the Human Resources Benefits Department for more detailed information).

Section 3. The employer agrees to contribute to the Local 153 Health Fund (the “Health Fund” or “Fund”) for each employee covered by this agreement the monthly contribution for the Vision Care benefit beginning March 1, 2006 is stated in Exhibit A “Letter of Agreement”.

Section 4. In the event of a force majeure the funds reserve the right to increase contribution rates to maintain the level of benefits provided at any time.

Section 5. The Flexible Spending Account is a benefit that enables employees to use pre-tax dollars for certain health care (medical and dental expenses) and dependent/child care expenses. Each Fall you may elect to deduct from your salary, over the course of the following calendar year, a minimum of \$120.00 up to a

maximum amount as designated by the IRS to be deposited in each of two Flexible Spending Accounts; one for Health Care and second for Dependent or Child care . Any unused portion of your contribution which remains after the year ends will be forfeited.

Section 6. After this collective bargaining agreement expires, the employer agrees to continue to make contributions to the Local 153 Health Fund. During the period between the expiration of this agreement and the execution of a successor contract, should the Trustees determine that the contribution rate must be increased to maintain the level of benefits provided by the Fund, the employer agrees to pay that additional amount.

Section 7. The Fund is to be administered by an equal number of employer and union trustees, governed by an agreement and Declaration of Trust. The employer accepts the employer trustees designated in that Agreement and Declaration of Trust is bound by its provisions. In the event the employer is delinquent in contributions to the Health Fund, it agrees to be subject to expedited arbitration pursuant to the rules of The American Arbitration Association and will be liable for all penalties provided for in the Trust Agreement including, but not limited to the cost of arbitration, interest, liquidated damages, cost of collection and attorneys' fees.

Section 8. The records of the Funds are to be available to the employer for his review at the Fund Office, 265 West 14th Street, 6th Floor, New York, New York 10011.

ARTICLE XV-RETIREMENT, RETIREMENT PLAN, GROUP LIFE INSURANCE FOR RETIRED EMPLOYEES

Section 1. Effective July 1, 1979 all employees were enrolled in the University retirement program provided for them with the Teachers Insurance and Annuity Association (TIAA), subject to the eligibility requirements of the plan, except as noted below. The full cost of participation, 5% of base earnings plus "Incumbency Adjustments" where applicable, is paid by the University. An increase of 1% in University contributions and in "Incumbency Adjustments" was made, effective July 1, 1989. This increased the base contribution to 6%, and "Incumbency Adjustments" to 7% and 8%, respectively.

"Incumbency Adjustments" represent University payments to TIAA, made as necessary to assure that each participant in the Equitable Plan on June 30, 1979 who is transferred to the TIAA Plan on that date will receive at age 65 combined Equitable-TIAA annuity payments on a single-life option basis of not less than would have been received from the Equitable Plan if there had been no transfer.

Section 2. Effective July 1, 2003 the University will expand its 403(b) investment offerings to all Local 153 members to include the following companies: TIAA/CREF, Fidelity Investments and Prudential Financial.

Section 3. Employees on the payroll as of June 30, 1979 but not then enrolled in the Equitable Plan will become eligible to participate in the 403(b) Plan on the first of the month following the completion of a year of service (computed as beginning on the first day of employment, or on an anniversary date of employment thereafter) in which the employee has been paid for 1,000 hours. Effective January 1, 1989, employees will begin participation in the 403(b) Plan on the first of the month after completion of two years of service, as defined above, or attainment of age 21, whichever is later.

Section 4. (a) All Local 153 members hired after July 1, 2000, will begin participation in the 403(b) Plan on the first of the month after the completion of two (2) years of service at a contribution rate of 5%. After the completion of five (5) years of service the University will increase the contribution to 6%.

(b) Effective July 1, 2016, all full/time and part/time employees who have completed three (3) years of service are eligible to receive an increase of .25% to the University contribution. After the completion of five (5) years of service the University will increase the contribution to 6.25%.

(c) 1. Employee Contributions. Local 153 members, including new hires, may enroll in the Fordham University Retirement Plan and begin making voluntary elective deferral contributions as soon as administratively feasible following their service date.

2. University Contributions. The University will make the following contributions on behalf of Local 153 members who have completed two (2) years of continuous service:

| University Contributions as a Percentage of Compensation | |
|--|--------------------------------|
| <u>Years of Service</u> | <u>University Contribution</u> |
| 0-2 years of service | none |
| 2+ years of service | 5% |
| 3+ years of service | 5.25% |
| 5+ years of service | 6.25% |

3. Matching Contributions. The University will make the following matching contributions on behalf of Local 153 members who have completed two (2) years of continuous service, provided the eligible member makes the minimum pre-tax elective deferral:

| Matching Contributions as a Percentage of Compensation | | |
|--|---------------------------------------|---------------------------------------|
| | <u>Elective Deferral</u> | <u>Matching Contribution</u> |
| 0-2 years of service | not applicable | none |
| 2+ years of service on or after July 1, 2021 | 0.5% or 1% or 1.25% | 0.5% or 1% or 1.25% |
| 2+ years of service on or after July 1, 2022 | 0.5% or 1% or 1.25% or 1.50% | 0.5% or 1% or 1.25% or 1.50% |
| 2+ years of service on or after July 1, 2023 | 0.5% or 1% or 1.25% or 1.50% or 1.75% | 0.5% or 1% or 1.25% or 1.50% or 1.75% |

Section 5. In the case of all employees participating in the Equitable Plan as of June 30, 1979, all earned benefits in that plan as of that date become fully vested in the employee regardless of the length of service.

Section 6. The University agrees to continue its practice of providing full-time employees between the ages of 62 and 69 who have ten years of seniority with paid-up life insurance in the amount of \$7,500 upon retirement. At age 70, the coverage amount will revert to \$2,000.

Section 7. All active employees will receive \$10,000 of Life Insurance while employed by the University.

Section 8. (a) Effective July 1, 2000, all Local 153 members who retire at age 62 with ten years of service are eligible to continue their medical coverage at group rates, through a designated University carrier. This coverage will remain in effect until age 65, after which time Medicare will become the primary insurer. Local 153 members are responsible for the entire premium in effect, subject to cost of living increases. **Payments will be made monthly through the University's third party vendor.**

(b) Effective July 1, 2017, all Local 153 members who retire at age 65 with 10 years of service are eligible to participate in the University's post 65 retiree medical plan that is in effect. Local 153 members will be responsible for the entire premium in effect and must have opted into Medicare Part B. Payments will be made monthly through the University's third party vendor.

ARTICLE XVI-BULLETIN BOARDS

A Virtual Bulletin Boards will be made available to the Union on the University website for the purpose of posting Union notices relating to meetings, dues, entertainment, job vacancies, health and safety and general Union and University activities. All notices shall be submitted by the University or the Union to the other, as the case may be, before being posted and permission shall be granted or denied within two days of the time submitted unless of an emergency nature, and in that case, one day. Approval of notices shall not be unreasonably withheld. Notices of job vacancies may be posted at any time without prior notice.

ARTICLE XVII-NONDISCRIMINATION

Section 1. The University agrees that it will not take any action against an employee because of activity as a member of the Union provided that such activity does not unreasonably interfere with the employee's duties and performance of work.

Section 2. Fordham University is an academic institution that, in compliance with federal, state, and local laws, does not discriminate on the basis of race, color, creed, religion, age, sex, **pregnancy, gender and gender identity characteristics or expression**, national origin, marital status, parental status, sexual orientation, citizenship status, veteran status, **military status**, disability, genetic predisposition or carrier status, **status as a victim or witness of domestic violence, sex offenses or stalking, unemployment status** or any other basis prohibited by law. Fordham University does not now knowingly support or patronize any organization that engages in unlawful discrimination. This policy is strictly enforced by the University and alleged violations receive prompt attention and appropriate corrective action.

ARTICLE XVIII-CLASSIFICATION AND COMPENSATION PLANS

Section 1. The classification plan as approved jointly by the University and the Union and implemented in February, 1970, retroactive to January 1, 1969, is the basis for classifying all positions covered by the Agreement. The plan may be refined during the period of the Agreement by mutual approval of the University and the

Union. The classification of a specific position within the limits of the plan is the responsibility of the University Human Resources Office.

The Union may present to the Human Resources Office a list of positions that the Union believes are worthy of consideration for reclassification. The decision of the Human Resources Office as to a class level is subject only to Steps 1 and 2 of the Grievance Procedure.

Effective July 1, 2003, the University and the Union will establish criteria for moving from Labor Grade to Labor Grade. For the year ending December 31, 2003 upgrades will occur on May 1 and November 1. In subsequent years, upgrades will occur once per year on November 1st.

Section 2. a) Each employee’s weekly salary shall be increased by the following percentage effective:

July 1, 2021 – 2.75%
plus a one-time cash payment of \$150 per employee in the first year.

July 1, 2022 – 3.00%

July 1, 2023 – 3.00%

Section 3. The new rates for each level commencing July 1, 2021 shall be as follows:

| | 2021-2022 | | 2022-2023 | | 2023-2024 | |
|---------|------------|------------|------------|------------|------------|------------|
| Level 3 | \$1,640.16 | \$2,379.37 | \$1,689.36 | \$2,450.75 | \$1,740.04 | \$2,524.27 |
| Level 4 | \$1,786.75 | \$2,658.51 | \$1,840.35 | \$2,738.27 | \$1,895.56 | \$2,820.42 |
| Level 5 | \$1,933.32 | \$2,987.91 | \$1,991.32 | \$3,077.55 | \$2,051.06 | \$3,169.88 |
| Level 6 | \$2,107.14 | \$3,034.97 | \$2,170.35 | \$3,126.02 | \$2,235.46 | \$3,219.80 |
| Level 7 | \$2,461.00 | \$3,112.93 | \$2,534.83 | \$3,206.32 | \$2,610.87 | \$3,302.51 |

Section 4.a) Effective July 1, 2021 all full/time and part/time members who were hired on or after July 1, 2014 and have completed the years of service outlined below prior to January 1st, will be eligible for the following longevity increments on April 1st: (Part time members will receive a prorated amount)

| | | |
|------------------------------|------------------------------|---------------------|
| Completion of ten | (10) years of service | \$11.00/week |
| Completion of fifteen | (15) years of service | \$14.00/week |
| Completion of twenty | (20) years of service | \$16.00/week |

Effective July 1, 2022 all full/time and part/time members who were hired on or after July 1, 2014 and have completed the years of service outlined below prior to January 1st, will be eligible for the following longevity increments on April 1st:

| | | |
|------------------------------|------------------------------|-------------------------|
| Completion of ten | (10) years of service | ————\$13.00/week |
| Completion of fifteen | (15) years of service | \$16.00/week |
| Completion of twenty | (20) years of service | \$18.00/week |

4.b) Effective July 1, 2021 all full/time and part/time members who were hired prior to July 1, 2014 and have completed the years of service outlined below prior to January 1st, will be eligible for the following longevity increments on April 1st:

| | |
|--|---------------------------------|
| Completion of five (5) years of service | \$ 6.00/week |
| Completion of 10, 15, 20 years of service | See amount in Section 4a |

Part time members will receive a prorated amount.

Section 5. Employees promoted from one class to a higher-class level will be paid in accordance with the provisions of ARTICLE XI, Section 3.

Section 6. If an employee is assigned the duties and responsibilities of a position at a higher class level during the absence of the employee in the higher level position, such employee will be paid the appropriate rate of the higher class for the time worked. The intent of this clause is to reward employees who absorb the total responsibility for the higher-level position. While this will exclude claims tracing to normal vacation coverage and short-term illness situations, examination of requests not falling within those restrictions will be honored.

Section 7. The University may offer salaries above grade minimum in those instances where the qualifications of the candidate merit this action. It is understood that this action may be taken without affecting the existing salaries of present employees.

Section 8. - Level 6 candidates must satisfy the following requirements:

A: Incumbents must have a minimum of 3 years of experience in a Level (5) position reporting to a Dean or a Director or,

B: Incumbents who do not report to a Dean or a Director but satisfy the 3 year requirement as a Level (5) Clerical title must have written endorsement from the Area Vice President in order to be considered for the upgrade.

In all instances the Upgrade committee will review each job description to determine that the requirements are met (i.e.: waiting period, job duties and responsibilities, etc.). The decision of the Up-grade committee will be binding.

Section 9. Effective July 1, 2000 Level 6 will be expanded to include Technical Clerical employees. Eligible candidates will be in a Level 5 position for a minimum of 3 years and exhibit a high level of technological expertise working on sophisticated software programs. Requests for upgrades must be submitted by the Director of the department and include the technological areas/programs for which the employee is responsible and IT certifications.

Section 10. A Level 7 for Legal Secretaries will be added to the salary ranges effective July 1, 2000. Only secretaries hired into the Legal Secretary position are subject to this provision.

ARTICLE XIX-TECHNOLOGICAL CHANGES

Section 1. In the event of technological changes, the University agrees to discuss such changes with the Union before such changes are made. Any jobs created by virtue of technological changes will be posted for bidding among the employees within the collective bargaining unit. Any employee who bids on such newly created jobs may be required by the University to take such tests as the University may deem appropriate or desirable and which are objectively structured to determine if such applicants have the necessary aptitudes and skills for such jobs. In order to enhance the employees' opportunity for advancement, the University will be offering several software courses during the term of this contract. All Local 153 members will be entitled to take 2 courses per year subject to enrollment limits.

Section 2. Employees to be displaced by such technological changes will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the new jobs. No employees within the unit are to be laid off as a result of the technological changes and the University will offer such employees employment by the University in other positions for which they are qualified.

ARTICLE XX-GRIEVANCE MACHINERY AND ARBITRATION

Section 1. A grievance within the meaning of this Agreement shall be any difference, controversy or dispute arising between the parties hereto or the members of the Union employed by the University involving the application or interpretation of any provision of this Agreement.

Section 2. A grievance, other than one involving discharge, shall be presented not later than two (2) calendar weeks after the occurrence of the event claimed to have given rise to the grievance and, unless otherwise agreed in writing between the Union and a **Human Resources Labor Representative** of the University or **their** designee, any claim not presented within the time provided shall be deemed to have been waived.

Section 3. All grievances shall be considered in the steps set forth as follows:

Step 1. The aggrieved employee and the steward or the employee individually, but in the presence of the steward, shall take up the grievance with the immediate supervisor. In the event no satisfactory agreement is made within two (2) working days after the grievance is presented to the immediate supervisor, then the grievance shall proceed to Step 2 within three (3) working days.

Step 2. The Unit Steward and one or more persons designated by a **Human Resources Labor Representative** of the University shall meet to discuss the grievance. In the event no satisfactory agreement is made within three (3) working days after the presentation in Step 2, then the parties shall, within three (3) working days, complete and sign written statements stating their respective positions and forward the grievance to Step 3 within said time.

Step 3. The Union representative and a **Human Resources Labor Representative** of the University or **their** designee shall meet to discuss the grievance within three (3) working days after the completion of Step 2. In the event no satisfactory agreement is made within three (3) working days, the grievance may be taken to arbitration, Step 4, by either of the parties upon written notice to the other party within five (5) working days thereafter.

Step 4. Arbitration: If within five (5) working days the parties cannot agree to a mutually acceptable arbitrator, then either party may within three (3) working days thereafter apply directly to the American Arbitration Association for the appointment of an arbitrator in accordance with the Rules of the Association. The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitration costs shall be borne equally between the parties.

Section 4. If in any of the foregoing steps either party fails to carry out the procedures involved in such step, the other party may take the grievance to the next higher step. Failure to appeal the grievance to the next higher step within the time provided shall be deemed abandonment.

Section 5. It is the intention of the parties to settle all differences between the University and the Union and the Union's members subject to this Agreement

through the grievance machinery and arbitration in accordance with the provisions of this Agreement.

ARTICLE XXI-SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid or unenforceable by any court or governmental agency of competent jurisdiction, or through governmental regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XXII-SUCCESSORS

In the event the University shall, by merger, consolidation, acquisition or by any other means enter into an agreement with another firm or individual which, in whole or in part, affects the collective bargaining unit of the University provided in ARTICLE 1 hereof, then such successor firm or individual shall be bound by this Agreement to the extent required by law. The Union recognizes that the University is an educational institution subject to rules and regulations promulgated by governmental agencies, which may affect the foregoing provisions hereof. The University shall have an affirmative duty to call this provision of this Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE XXIII-TUITION GRANTS

Section 1. Members of the Union, employed on full-time basis after the ratification of the July 1st, 2003 - 2006 CBA, who are covered by this Agreement, have completed one full year of service and are academically qualified will be given a tuition grant equivalent to not more than 3 classes in any semester during the Academic year Fall, Spring or Summer. The total credit allowance in any academic year cannot exceed 24. (For this purpose the academic year is defined as the period from the beginning of the summer semester to the end of the spring semester.) An employee may carry over four credits into the following academic year's summer session.

Members of the Union, employed on part-time basis, who are covered by this Agreement, have completed one full year of service and are academically qualified will be given a tuition grant equivalent to not more than 2 classes in any semester during the Academic year Fall, Spring or Summer. The total credit allowance in any academic year cannot exceed 12. (For this purpose the academic year is defined as the period from the beginning of the summer semester to the end of the spring semester.) Unused credits may not be carried over from one academic year to the next. Application(s) for this grant is to be made through the appropriate Department Head

to be forwarded from consideration of the **Office of Human Resources Management** for approval. The grants are made under these conditions:

- A. Grants are for tuition only; they do not include other fees.
- B. Grants can be used in any School of the University.
- C. No grants are made for make-up courses nor for any courses, which must be repeated because of failure.
- D. Tuition grants are valid only for the period of employment after completion of the original probationary period. An employee whose employment begins after the beginning of a school term or terminates prior to the ending of a school term is eligible only for a proportional part of a tuition grant, depending on the period of service.
- E. Those employees who are NY State residents and who enroll as full or part-time students, and are eligible for remission, are required to apply for New York State TAP awards. The amount of their University Scholarship will be the tuition remission for which they are eligible less the proportionate amount of the TAP award received based on the total number of credits taken.

All educational awards from any source will be regarded as tuition awards reducing Tuition Remission, unless documentation to the contrary is provided by the Grantor.

F. It is understood that any courses taken will be outside the regular work schedule of the employee.

G. Local 153 members will be permitted to take courses during their lunch periods if the course is only offered during working hours, and the course is offered at the employee's work location.

Section 2. A one-half tuition grant will be made to the spouse and dependent children of full-time employees, who have completed one year of service under these conditions:

- A. Dependent children will be classified as
 1. Full-time students under the age of 24 or
 2. Children over 24 earning less than \$2,450 for whom the taxpayer provides more than one-half support.
- B. Grants are for tuition only; they do not include other fees.

C. Grants can be used in any Undergraduate School of the University and in Fordham Preparatory School.

D. Grants are made only to students who meet the admission requirements and maintain the academic level required in the School they wish to attend.

E. The University retains the right to terminate any and all grants for serious academic or disciplinary reasons.

F. Those spouses and dependent children (as determined by IRS guidelines) (see Section 2 A) who are NY State Residents and who enroll as full or part-time students, and are eligible for remission, are required to apply for New York State TAP awards. The amount of their University Scholarship will be the tuition remission for which they are eligible less the proportionate amount of the TAP award received based on the total number of credits taken.

All educational awards from any source will be regarded as tuition awards reducing Tuition Remission, unless documentation to the contrary is provided by the Grantor.

Section 3. A full tuition grant will be made to the spouse and dependent children of employees with five (5) or more years of service at the University, under the same conditions as noted in Section 2, except that a full tuition grant can be used only in an undergraduate School of the University.

Section 4. A 1/2 tuition grant, not to include fees, in a graduate school of the University will be made to spouses of full-time employees with more than two years of service.

A 1/2 tuition remission payment for one course per semester, not to include other fees, in a graduate school of the University will be made to spouses of full-time employees with less than two years of service.

Dependent children (defined by IRS standards) who are under the age of 30 will be eligible for tuition remission in the graduate program. A one-half tuition grant will be made to the dependent children of employees with 10 or more years of service at the University, to be used in any graduate school programs of the University.

All tuition grants are subject to conditions outlined in Section 2.

Section 5. Dependent children of staff members with 5 or more year of service who become totally disabled or die during their employment with the University of service, are eligible to receive four (4) years of tuition remission

benefits towards the completion of an undergraduate degree when they reach college age (between the ages of 17 and 25).

To be eligible for tuition remission, the employee or eligible dependent must submit a request form and all supporting paperwork including but not limited to, proof of eligible dependency, proof of long-term disability substantiating total disability, death certificate, etc. to the Human Resources Department no later than two days after the official registration period is completed. The University may deny tuition remission benefits to an employee violating the rules and policies of the program.

ARTICLE XXIV-MISCELLANEOUS

Section 1. The University agrees to allow the employees covered by this Agreement the same discount in the University Shop as other employees of the University.

Section 2. The University agrees to provide reasonable space in the lunch room for the exclusive use of the clerical staff. In addition, it is the University's intention to provide a staff lounge at the Lincoln Center Campus for the use of the Clerical Staff. This lounge will be subject to availability of space.

Section 3. The University agrees to continue its policy concerning library privileges.

Section 4. The University will continue to provide parking in accordance with past practice. The University will provide a stipend for Local Members who park on the Rose Hill Campus in the amount of \$120.00 in all three (3) years of the contract.

Section 5. The University reserves the right to introduce a formal Performance Appraisal Program. It is understood that individual results will have no impact on annual wage increases or on April 1 interim increases.

Section 6. Effective July 1, 2000, Fordham University will eliminate the practice of charging Local 153 members at a higher daily rate (1.25 days) for vacation and/or sick days taken during the six (6) weeks of summer Friday closings.

Section 7. Effective July 1, 2000, the University will grant the Chief Shop Steward at the Lincoln Center and Rose Hill campus respectively with an educational paid leave of absences of up to three (3) days. **The University Shall grant each Shop Steward at the Lincoln Center and Rose Hill campuses, respectively, with an educational paid leave of absence one (1) day.**

Section 8. Effective July 1, 2003, the University agrees to offer a “Transit Check” provision consistent with all other classifications within the University.

Section 9. The Union may conduct general membership meetings on campus for up to four (4) meetings per fiscal year. The union may request to hold additional meetings if there are extenuating circumstances and the University shall not unreasonably deny such requests.

The Union will use reasonable efforts to minimize disruptions to university operations by scheduling two sections of the same meeting so that half of the membership may attend the first meeting, and the other half of the membership may attend the second meeting.

The Union will give the University reasonable advance notice of membership meetings. Attendance by the union membership shall not be unreasonably denied.

ARTICLE XXV-NO STRIKE, NO LOCKOUT

Section 1. The Union agrees that it will not nor will it permit any member of the bargaining unit to call, instigate, engage or participate in or encourage or sanction any strike, sympathy strike, sit down, slow down, stoppage of work, picketing, boycott or otherwise curtail the work or restrict or interfere with the conduct of the University. The University agrees that it shall not lock out any of the employees covered by the Agreement.

Section 2. In the event that any of the employees violate the provisions of the foregoing paragraph hereof, the Union shall immediately use every means at its disposal to influence its members who participate or engage in any such action to return to work. Any employee failing to report back to work within twenty-four hours of any strike, sympathy strike, sit down, slow down, stoppage of work, picketing or boycott or failing to cease to engage in any of the conduct prohibited by the foregoing paragraph, will be subject, without recourse, to discipline by the University. The discipline may include loss of seniority or discharge.

ARTICLE XXVI-MANAGEMENT AND OPERATION

It is understood and agreed by the parties hereto that the operation and management of the University at all of its locations covered by this Agreement and the supervision and direction of the employees are and shall continue to be solely and exclusively the functions and prerogatives of management unless expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively by the University and shall not be deemed or

construed to have been modified, diminished or impaired by any past practice or course of conduct or otherwise than by express provision of this agreement. Without in any manner limiting or affecting the generality of the foregoing, the right and power to select and hire all employees, to suspend, discipline, demote or discharge them for reasonable cause, to promote them to supervisory or other positions, to assign, transfer, supervise and direct all working forces, to maintain discipline and efficiency among them, to promulgate rules and regulations and to exercise the other customary functions of the University for the carrying on of its business and operations, are recognized as vested exclusively in the University. Such right and power shall not be exercised arbitrarily or unfairly as to any employee and shall not be exercised so as to violate any express provision of this Agreement. The University, when it has a special need therefore, may temporarily assign an employee or employees of one classification to perform duties normally required to be performed in other classifications for a period not to exceed two (2) weeks in their own geographic location. It is understood that there shall be no lowering of working conditions heretofore existing which were uniformly applied by the University and which are not covered by this Agreement.

ARTICLE XXVII-TERMINATION AND RENEWAL OF AGREEMENT

This agreement shall begin on **July 1, 2021** and continue in force and effect until **June 30, 2024** and from year to year thereafter until terminated by either party giving to the other party written notice of termination by certified letter sixty (60) days prior to the date of expiration.

In the event either party desires to modify but not cancel this Agreement, they shall submit notice by certified letter sixty (60) days prior to the effective date of expiration in any year and the other party hereto shall, within ten (10) days after receipt of such notice, request a conference in respect thereto. No modification shall take place unless agreed to.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below. The terms of which modifications shall be retroactive to **July 1, 2021**.

FORDHAM UNIVERSITY

Kay Turner, VP for Human Resources
Date: _____


Kamal Joshi, Assoc. VP Human Resources
Date: _____

Nancy Hark, Ass. VP Human Resources
Date: _____

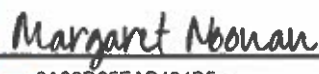
Gülay Siouzios, Sr. Mngr, Labor/Ee Relations
Date: _____


**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 153, AFL-CIO**

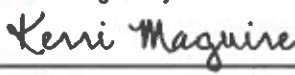
Myra Hepburn, Secretary-Treasurer
Date: _____


DocuSigned by:

E9370B4353DE45E...
John Edmonds, Business Representative
Date: 12/1/2021

NEGOTIATING COMMITTEE MEMBERS

DocuSigned by:

0A33D85EAB484B5...
Margaret Noonan, Chief Shop Steward
Date: 12/1/2021

DocuSigned by:

DA50615113314AC...
Olga Baez, Shop Steward
Date: 12/1/2021

DocuSigned by:

Kerri Maguire, Shop Steward
Date: 12/1/2021

DocuSigned by:

Annmarie O'Connor, Shop Steward
Date: 12/1/2021

DocuSigned by:

Nelsy Rivera, Shop Steward
Date: 12/1/2021