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CONTRACT between Fordham University and Fordham University Employees, Local 805, International Brotherhood of Teamsters

THIS IS AN AGREEMENT effective July 1, 2006, by and between FORDHAM UNIVERSITY (hereinafter called the University) and LOCAL 805, INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter called the Union). It is the desire of both the University and the Union to work together to maintain mutually satisfactory conditions of employment and in that undertaking to act in a way beneficial to the preservation of harmonious relations. To this end, the parties agree as follows:

1. DURATION

1. This agreement shall remain in effect until terminated as provided in Section 31 hereof.

2. The word "year" as used in this agreement shall refer to the University's fiscal year, July 1 to June 30.

3. Appendix A is an integral part of this Agreement, and wage scales listed therein shall remain in effect during the term of this Agreement.

4. Exceptions to any article in this Agreement may be made only by mutual agreement in writing between the Financial Vice President and Treasurer of the University, or a representative appointed by him, and the Principal Officer of the Union, or a representative appointed by him.

5. It is expressly understood and agreed that when this Agreement is accepted by the parties and signed by their authorized representatives, it will supersede any and all agreements existing or previously executed between the University and the Union.
6. The provisions of this Agreement and the rights and benefits provided herein shall inure to the parties hereto and to each and every member of the Union and shall be binding upon any successor or assignee of the University or the Union. In the case of a consolidation, merger or acquisition, representatives of the University and the Union will meet without delay and negotiate for proper provisions for the protection of employee seniority and other property rights.

7. Within thirty (30) days after the effective date of this Agreement, the University will provide to the Union a list of workers with their salary and job classifications. When changes are made in this list, the Union will be notified of such changes within five (5) working days.

2. BARGAINING UNIT

1. The terms of this Contract or any modification thereof shall apply to all University positions listed in Appendix A of the Contract. The term "worker" or "employee" as hereinafter used includes only those persons working in the positions referred to in this paragraph.

2. It is understood that this includes all new positions in these same classifications, on all of the educational properties of the University with the exception of Marymount College at Fordham University who is a separate and constituent unit.

3. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the University agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or nonunion employees, unless by mutual agreement between the University and the Union.
4. In respect to mechanical and repair work, past practice regarding subcontracting shall continue. The University agrees however that whenever possible employees will be granted a minimum amount of overtime before work is subcontracted. All maintenance work shall be performed by employees covered by this agreement.

3. RECOGNITION

The University agrees to recognize the Union as the sole and exclusive bargaining agent on all matters relating to wages, hours and working conditions for all workers covered by this Agreement.

4. SECURITY

1. The University agrees that:
   a) All employees must become and shall remain members of the Union in good standing as a condition of employment. New employees shall become and remain members in good standing of the Union as a condition of employment on and after the 60th working day following the beginning date of their employment.

   b) The failure of any person to become a member of the Union at the required time shall obligate the University, upon written notice from the Union to such effect and to further effect that Union membership was available to such person on the same terms and conditions generally available to other persons, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the University by the Union to such effect, obligate the University to discharge such person. The Union agrees to indemnify the University against any liability incurred by reason of the wrongful discharge of any employee by the University in compliance with the foregoing.
2. The University will require each worker, immediately upon being hired, to sign a Union membership application to become effective sixty (60) working days after the date of hiring. This application will be sent to the Union within the thirty (30) day calendar day period. The Union will maintain an adequate supply of applications in offices where workers are hired.

3. The University will be provided by the Union with written requests and authorizations, signed by the employee, authorizing the University to deduct from such worker's wages the amount designated by the Union as initiation fees and dues. Once given, such authorization shall be irrevocable during the period this contract is in force.

4. Union initiation fees will be deducted by the University from wages earned in the first pay period of the first month in which membership is effective.

5. Union dues will be deducted by the University from wages earned in the first pay period of each calendar month. A lump sum check for such dues with a list of deductions itemized by members will be forwarded to the Treasurer of the Union.

5. EQUAL EMPLOYMENT OPPORTUNITY

Fordham University is an academic institution that in matters of employment complies with federal, state, and local employment discrimination laws and does not discriminate on the basis of race, color, creed, religion, age, gender, sex, national origin, marital status, sexual orientation, sexual preference, citizenship, alienage status, veteran status, disability, genetic predisposition, carrier status or any other basis prohibited by law.
6. HOURS OF WORK

1. The regular payroll week shall commence at 12:01 a.m. on Saturday and terminate at midnight Friday. Workers shall work five (5) consecutive days, eight (8) hours each day, during a seven (7) day period. The University will make every effort to arrange so that a maximum number of employees normally will be off duty on Saturdays and Sundays. Exceptions may be made according to Section 1, Paragraph 4 and/or Paragraph 2 of this section.

2. Regular assignments under normal conditions shall have a fixed starting time which shall not be changed indiscriminately. Notices of changes of regular hours must be posted on the departmental bulletin board at least twenty-four (24) hours in advance of the changed starting time.

3. The Union guarantees that workers will be available for extra duty when necessary.

4. The University will grant one-half hour for cash-up time on payday.

5. When a meal period is allowed it shall be thirty (30) minutes and shall be at a regularly assigned time. For regular operations requiring continuous hours, meals will be taken as workload permits.

6. A regular full-time employee will be given five (5) minutes before each meal period to wash up and will be given twenty (20) minutes at the end of each work day to wash up and change clothes and return to shop or locker room.

7. All part-time workers regularly working a six-hour day will be entitled to the regular wash-up time granted full-time employees. Workers regularly working three hours or more, but less than six will be given ten (10) minutes at the end of their work day to wash up and change clothes.
8. A full-time employee is entitled to two rest periods of fifteen minutes each in each day's work schedule. The first rest period shall occur during 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 a recess; it is not to be used to extend the starting time or advance the departure time of a work session. Rest period time cannot be accumulated.

9. Commencing with the week in which Independence Day is celebrated, and continuing for six (6) consecutive Fridays, the normal work-week 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 time and one-half the regular hourly rate plus the normal day's pay. Selection of staff members to work on Friday will be on a seniority basis. In those years when Independence Day falls on Friday or Saturday, Thursday will be observed.

10. Those employees working a standard 40-hour week, who commence their regular shift at 12 noon or thereafter, shall be entitled to a shift differential payment of 50 cents an hour.

11. A supper money payment of $5.00 will be made to employees working a standard 40-hour week who work two (2) hours of overtime in any given period. Employees must submit their request for supper money to their supervisor within 30 days of the incurred overtime. Failure to submit their request within the 30-day period will result in ineligibility for the allowance.
12. Shift Schedules - No employee shift shall be changed without consultation and upon notice to the Union. In addition, an employee shift shall not be changed more than twice in any calendar year. When shift changes do occur, consideration will be given on an individual basis to cases of personal hardship.

7. SNOW CLOSINGS

In the event of inclement weather employees shall contact the University at a designated special phone number prior to the beginning of their shift to be advised whether or not to report to work. Those employee’s who are required to report to work on a day when the University Offices and plant are closed, will receive double time (regular base wage, plus straight time) for working. Those employees who are required to report to work and do not report, will be paid straight time for the day and charged a vacation day or a sick day.

8. UNIFORMS

1. Where a uniform for work is required by an outside agency having jurisdiction, or by University regulations, the University will provide the uniform and the necessary cleaning and maintenance services.

2. Protective gear will be supplied to those employees whose job responsibilities require such. The determination of need for protective gear will be based on need and shall be exclusively at the University's discretion.

3. Effective July 1, 2000, the University, at its expense, will provide all 805 members with a minimum of one pair of work boots yearly. In instances where an employee requires more than one pair of boots due to the nature of his/her job, he/she should speak to his/her supervisor to receive approval for an additional pair. It is expected that all 805 employees wear his/her boots during business hours, and that they are
considered to be part of the Fordham University uniform standard.

9. SENIORITY

1. Seniority is to be based on total continuous employment by the University, except where otherwise stated.
   a) Unit stewards shall have top seniority in their classification for lay-off purposes only.

   b) Vacations and regular work schedules will be assigned by seniority. Overtime will be assigned on a rotating schedule, based on seniority.

2. Military duty, after establishment of seniority, is deemed employment within the meaning of the seniority clauses.

3. No worker shall lose seniority rights in his regular classification while on temporary assignment. A temporary assignment shall not exceed ninety (90) days. During such time, the University has the right to return a worker to his original classification.

4. The term "years of employment" as used in this Agreement will include all continuous employment by the University.

10. PAINT ROOM

Fordham agrees to erect a paint room with sufficient ventilation for the use of spray paints.
11. OVERTIME

1. A premium rate of one and one-half times the base rate will be paid for all work performed in excess of eight (8) hours in any one day, and for all time worked, with a minimum of four (4) hours, in the event of callback or overtime on one of the two scheduled days off each work week. The time and one-half rate will also be paid for work performed on Fridays during the summer schedule and days worked during the Christmas holidays and spring recess.

2. A premium rate of two times the base rate will be paid for all time worked in excess of twelve (12) hours in any twenty-four (24) hour period and for all time worked, with a minimum of four (4) hours, on the seventh consecutive day actually worked and for all hours worked in excess of eight (8) hours on the sixth day of the work week or in excess of eight (8) hours on holidays.

3. Callback for part-time workers will be for a minimum duration of four (4) hours and will be paid at straight time until a total of eight (8) hours work in any one day is reached and will be paid at the rate of time and one-half thereafter. All overtime paid for by an agency or organization other than the University itself will be paid for at the rate of time and one-half.

4. A night differential of .25 per hour will be paid to all part-time night shift employees.

12. LAYOFFS

1. All layoffs shall be by seniority in classifications. No worker shall be laid off as long as there is any work available in any classification for which the worker is reasonably qualified. The Union shall be notified immediately and supplied with a list of the affected employees in the event of a layoff. (By definition, the term "layoff" shall not be
construed to include a termination of employment which is related to disciplinary action, such as suspension or discharge).

2. Where there is a reduction in force or seasonal layoff, all workers to be affected must be given two (2) weeks notice in writing. Any vacation time that might be due shall not be included in the two-weeks notice period.

3. Should a worker suffer a layoff because no work is available in his/her classification or any other classification for which he is reasonably qualified, he/she shall maintain all his/her seniority rights and all rights set forth in Paragraph 4 of this section for ninety (90) days after his layoff. By filing with the designated representative of the University at any time between the 80th and 90th days of said period, he/she may renew said rights for another ninety (90) days. The maintenance of such right after reemployment is subject to the provisions of paragraph 7 of this section. At the end of one hundred and eighty (180) days of continuous layoff all said rights will be deemed expired. All said rights will also be deemed expired should any worker fail to respond to a registered letter with a personal return receipt requested, notifying him/her of rehiring, within three (3) weekdays of the employee’s receipt of the letter.

4. No one will be hired in any classification covered by this Agreement so long as there is any worker on a layoff who is reasonably qualified and able for that classification, and who has complied with the provision of Paragraph 3 of this section.

5. Should a worker be assigned to another classification, he/she shall be paid at the rate for said classification during the period of such assignment.

6. All workers laid off shall be entitled to vacation time accrued at the date of layoff.
7. When there is a layoff which is anticipated to last, or does last, for more than sixty (60) calendar days, employees affected shall be given one week's pay for each full year of service as severance pay. Any employee who receives severance pay and is recalled within the time limits specified in Paragraph 3 above shall have the privilege of returning the severance pay to the University to restore his original date of employment as the basis for the computation of all benefits, including seniority. If the employee chooses not to return the severance pay to the University, the employee will be considered to be a new employee and the beginning date of employment of record shall be the rehiring date.

13. UNEMPLOYMENT INSURANCE

All University employees are covered by the New York State UNEMPLOYMENT Insurance laws.

14. PROBATIONARY PERIOD - DISCHARGE

1. Effective July 1, 2000, newly hired full-time and part-time employees shall be considered on probation for a period of sixty (60) working days. During this period the employee has no seniority rights and may be discharged without the right of appeal. Upon successful completion of the probationary period, seniority shall commence from the first day of employment.

2. Employees who satisfactorily complete their sixty (60) day probationary period may be discharged for just and reasonable cause. The cause or causes for discharge shall be given in writing to the worker being discharged.

15. WAGES/LONGEIVITY PROVISION

1. Effective July 1, 2006 each employee’s wage rate will be increased by the following percentage:

July 1, 2006 - 3.5%  July 1, 2007 - 3.5%  July 1, 2008- 3.5%
The new rates in effect during each contract year can be located in the Appendix A-Rate Schedule.

2. Longevity Provision  Effective July 1, 2003, the University agrees to implement the Longevity Provision described below:

Full-time and part-time* employees who have completed the years of service as outlined below, prior to December 31, 2002, are eligible for the following increments on July 1st:

- Completion of 5 years of service = $3.00
- Completion of 10 years of service = $4.00
- Completion of 15 years of service = $5.00
- Completion of 20 years of service = $6.00

Full-time and part-time* employees who do not meet the above criteria as of December 31, 2002 for the Longevity Provision, must complete the years of service prior to January 1st to be eligible for an increment on July 1st.

*Employees working less than full-time will receive a proportionate increment following the same eligibility schedule.

16. ALTERNATE WAGE RATE

1. An "Alternate Wage Rate" has been established for Part-time and Full-time employees classified as "Cleaner I or II," hired after June 30, 2000. Employees in this category shall receive 80% of the current wage rate in effect for Cleaner I & II, at the time of hire. Said employee shall be subject to the normal incremental increases for three (3) years. Upon the completion of three (3) years of service, said employee shall receive the rate of pay equal to the employee in the same classification, hired before July 1, 2000.
2. Effective July 1, 2003 all newly hired employees other than of Cleaner I and II, will be subject to receive 80% of the current wage rate in their classification. Upon the completion of three (3) years of service, said employee shall receive the rate of pay equal to the employee in the same classification, hired prior to July 1, 2003. In the event market conditions dictate that a higher rate of pay is required over the 80%, all employees in the affected classification will be elevated to the higher rate of the new hire.

17. JOB POSTING PROCEDURES

Notice of vacancies in all classifications shall be posted on the designated University bulletin boards throughout the Lincoln Center and Rose Hill campuses. The University’s Human Resource Department will fax all job postings to the Local 805 Headquarters Office. Local 805 will acknowledge receipt of the posting(s) to the Human Resources Department within 24 hours.

The Hiring Manager will accept internal applications for fifteen (15) business days from the posting date. Should an internal applicant exceed the fifteen (15) business day threshold, he/she will then be treated as an external candidate.

Internal applicants should follow the "Job Posting Procedures" described below when requesting a lateral or promotional transfer:

1. Internal candidates should request the Internal Referral Application from the Hiring Manager and/or Shop Steward. He/she must complete the form and return it to the Hiring Manager in order to be considered for the posted position.

2. The Hiring Manager will then review the duties and responsibilities of the available position against the internal candidate's credentials. Only qualified candidates* will be considered for the vacancy for which he/she is applying.
The definition of a qualified candidate is an individual who possesses verifiable experience in the field/industry that he/she is applying, or an individual who can demonstrate that he/she is currently attending a certification program in the field/industry that he/she is applying.

Internal candidates with 2 or more years of employment, who do not possess a High School diploma or equivalent (GED) but who have satisfied the requirement of the practical experience and/or trade school certification, can advance to the next level of the hiring process - the written examination.

3. If an internal candidate does not meet the basic requirements of the position or the internal candidate has submitted an incomplete Internal Referral Form, the Hiring Manager will inform the candidate of the deficiencies within three (3) business days from receipt of the form. The candidate will then be required to provide the Hiring Manager with the missing information. This process needs to be completed within the fifteen (15) day posting period.

4. If the internal candidate resubmits the Internal Referral Form and continues to be ineligible to advance to the next level of the hiring process, he/she will be notified by Human Resources in writing within 5 business days after the posting period expires.

5. Qualified candidates are eligible to take one written exam per job posting if the duties and responsibilities of the position are the same. If the duties and responsibilities are not the same, then the internal candidate must take the appropriate test.

6. Internal candidates applying for a lateral transfer within the same job classification (i.e.: plumber L.C. vs. plumber R.H.) are not required to take the written exam. They will, however, be required to pass a practical exam.
7. All internal applicants will be subject to a pass/fail grading system. If a candidate passes the written exam then he/she will be eligible to move to the next level of the hiring process - the practical exam.

8. Practical exams will be prepared by management and shall be administered by the lead person/foreman in that classification.

9. Practical exams will be prepared by Management and shall be administered by the lead person/foreman in that classification.

10. Practical exams will be witnessed by a Business Agent from Local 805 Headquarters. Reasonable notice of two (2) days shall be given to Union Headquarters to notify the Business Agent of the date and time of the practical exam.

11. Results of written and practical exams of internal applicants will be made available to the Business Agent upon request.

12. External applicants will be expected to meet the same requirements as internal applicants, i.e. job qualifications and testing requirements.

13. Human Resources will notify all internal candidates in writing within 5 business days from the conclusion of the hiring process.

18. PROMOTIONS

1. All promotions within a classification or to another classification shall be governed by seniority when ability and qualifications are substantively equal. Promotions shall be on a trial basis for a period not exceeding sixty (60) calendar days, except in the case of Foreman and Site Foreperson where the trial basis shall not exceed ninety (90) days.
2. In the event a Local 805 member is in the suspension stages of the progressive discipline process, he/she will not be eligible for a lateral and/or a promotional opportunity. In order to be eligible, a member must be in good standing with the University for a minimum of one year.

3. Effective July 1, 2000, any staff member who is granted a promotion or lateral transfer must remain in that position for six (6) months before he/she can apply for another position within the University.

4. Effective July 1, 2003, the University will establish, in concert with Local 805, formal training programs within the Facilities and Custodial Departments at the Rose Hill and Lincoln Center campuses.

5. In the event of a dispute pursuant to this paragraph the Union and University representatives will meet to arrive at a mutually satisfactory solution.

a) Any employee temporarily performing a full day's work (of another employee) in a job classification to which a higher rate of pay is attached, shall receive such higher rate for the time which he performs the work of the employee in the higher classification.

b) In the event of the introduction of new equipment or systems, the University agrees to closely evaluate the qualifications of University employees before offering positions to candidates outside the University.

19. VACATIONS AND LEAVES OF ABSENCE

1. The amount of vacation to which each employee is entitled each year is as follows:
a) Employees with less than ten (10) months of service as of July 1 will receive one (1) day of vacation for each month of service, computed from the date of employment.

b) Employees with more than ten (10) months but less than four (4) years of service as of July 1 will receive two (2) weeks vacation each year.

c) Employees with more than four (4) years but less than ten (10) years of service as of July 1 will receive three (3) weeks vacation each year.

d) Employees with more than ten (10) years but less than twenty (20) years of service as of July 1 will receive four (4) weeks vacation each year.

e) Employees with twenty (20) or more years of service as of July 1 will receive five (5) weeks of vacation each year.

2. All workers shall receive weekly vacation pay of forty (40) hours times their July 1 hourly rate, except those normally on part time, who will receive their yearly average number of hours per week times their July 1 hourly rate.

3. Vacation schedules shall be prepared by the University, taking into account the request of employees for specific vacation dates. The University will consider these requests on the basis of employee seniority. While the employee's preference will be respected wherever practicable, the University reserves the right to arrange vacation schedules in order to meet operating needs.

The University also reserves the right, if necessary, to schedule the third, fourth, and fifth week of vacation other than consecutively with the first two weeks. If the employee does not desire to take third, fourth, or fifth week of vacation, and it is acceptable to the
University, such employee will be compensated at straight time plus his vacation pay.

The University's management staff reserves the right to assign vacation time in the event a staff member does not submit his/her request to their supervisor in a timely fashion.

Earned vacation time must be taken no later than one year after the July 1\textsuperscript{st} of the year in which it is accrued. It cannot be accumulated from year to year. Failure to return to work at the end of a scheduled vacation period will be considered to be a resignation unless approval for such absence has been requested by the employee either in person or by registered mail, return receipt requested, and has been granted by the University prior to the date on which the vacation period ends.

4. If the University elects to schedule vacations by categories of workers, schedules of assigned vacations shall be posted on the official bulletin boards at least six (6) months prior to the beginning of the contract year during which such vacations are to be taken.

5. Effective July 1, 2003, the University agrees to drop its practice of charging Local 805 members at a higher rate (1.25 days) for vacation and/or sick time taken during the six weeks of summer Friday closings.

6. If a member resigns from the University, he/she must have six months of continuous service and provide the University with a minimum of two (2) weeks notice in order to be eligible for his/her unused and accrued vacation pay.

If a member is terminated for cause and has six months of continuous service, he/she will be paid for his/her unused and accrued vacation time.
7. A worker is entitled to two (2) weeks leave of absence without pay to participate in an armed forces program should such participation be necessary to maintain rank or standing within such organization.

8. Employees called to perform his/her duty as a juror will receive full salary providing he/she 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 you receive for jury duty from the court system 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.

9. In the case of the death of an employee's spouse, parent or child, the employee shall be granted a leave of absence of five days without loss of pay. In the case of the death of other members of the immediate family, an employee shall be granted a leave of absence of three days without loss of pay.

For purposes of this agreement, immediate family includes grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law.

10. The University may grant a leave of absence without pay, if, in the opinion of the University, such a leave would serve the best interests of the University, except that such leave will be granted to extend a vacation period only in a most exceptional situation. Failure to return to work at the end of an approved leave of absence will be considered to be a resignation.
20. HOLIDAYS

1. The days noted below have been designated as holidays. Employees will be excused with pay on these days, except as indicated in Paragraphs 2, 3 and 4:

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

After the completion of six months of service, four (4) personal days will be granted in each calendar year.

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.

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. Employees will not receive extra pay for a holiday which falls on Saturday or Sunday and is not celebrated on the preceding Friday or the following Monday.

3. Employees required to work on any of the above holidays or recess days, will be paid at the rate of time and one-half for the time worked in addition to their regular rate of pay for that day.

4. Effective July 1, 2003, any employee absent on the day proceeding a paid holiday or the day following a paid holiday shall forfeit that paid holiday unless such absence is designated as an excused absence.
5. Except in cases of emergency, absences which are to be charged to personal days must be approved one week in advance. Approval can be withheld when such absences would result in the payment of premium pay for overtime work required to provide adequate staffing needs.

21. SICK LEAVE

1. Sick leave is intended to be used by a staff member only in case of absence because of his/her own disability due to illness or injury.

2. 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 staff member continues active employment up to the time the attending physician certifies that the staff member is no longer physically able to work and 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 staff member is unable to return to work because of physical disability.

The date of return should coincide with the attending physician's certification that the staff member 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.

3. Effective on the first day of the new calendar year (January 1st) all 805 staff members, who has successfully satisfied their probationary period, will be credited with twelve (12) days of sick leave.

4. At the end of each calendar year (January through December) the University will pay in the form of wages, any unused sick time accumulation according to the following criteria:
a) Staff members who have less than 60 days in the sick bank at the end of each calendar (January through December) will receive in the form of wages, any unused sick time accumulated in that year that exceeds two (2) days to a maximum of ten (10) days. The remaining accumulation of two (2) days must be added to the sick bank.

b) Staff members with more than 60 days in the sick bank will not be required to add to the sick bank. In this instance, the 10/2 rule would not apply and the staff member would be paid in the form of wages to a maximum of 12 days. In the event his/her sick bank accumulation falls below the 60-day threshold, then he/she will be required to add to the sick leave bank until that 60 day threshold is satisfied.

5. In addition to the required two (2) day accumulation, the staff member has the option of adding additional accumulations in that year, to the "sick leave bank" up to sixty (60) days.

6. In the event the staff member has exhausted his/her annual sick leave accumulation of twelve (12) days, he/she may access his/her sick bank for any illness that exceeds five (5) working days, with doctor's certification.

In addition, should the staff member develop an illness that requires him/her to receive intermittent care, he/she may access the bank providing doctor's certification is established. In both instances, he/she must exhaust his/her current accumulation.

7. Year-end payments to those staff members hired after January 1st will be made on a pro-rata basis.
8. Absences due to disability will be charged against sick leave credits available as of the beginning date of disability, except as noted in Paragraph 5 of this section. If and when a staff member has exhausted his/her sick leave credits, further absence shall be without pay.

9. During the first ninety (90) days of employment, the first day of absence due to a disability shall be without pay; subsequent days of absence because of that disability may be charged against sick leave credits.

10. The University is entitled to have its doctor, at its expense, examine a staff member who is absent on paid sick leave. Refusal by the staff member to allow said doctor to examine him/her under such circumstances may be deemed cause for dismissal.

11. Any decision by the University doctor adverse to a staff member's claim of disabling sickness, which is supported by a doctor's certificate, shall be subject to the provisions of the Grievance Procedure termed "Third Step" and "Fourth Step". Where there is a dispute with the findings of the University's doctor, the Union's doctor must immediately be notified in order that he/she may examine the staff member. If the University appointed doctor disagrees with the claim for disability, any and all salary payments will stop until a decision is rendered through arbitration.

12. The University is entitled to a signed doctor's statement in cases of illness extending beyond five (5) working days.

13. In the case of an illness or other emergency situation, it is the responsibility of the staff member to ascertain that his/her supervisor is properly notified at least one hour prior to start of his/her shift, that he/she cannot report for work. Unless proper notification is received, payment for sick leave will not be approved.
14. A staff member 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 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. The staff member will be considered to have resigned if he/she does not return to work by the end of the Leave of Absence. If the staff member is employed at a later date, he/she will be considered a new employee.

15. In the case of a staff member who is injured while performing his/her duties, the decision of the New York State Workers' Compensation Board as to whether the injury is compensable under the State Workers' Compensation laws, shall govern. If the injury is compensable, the University will continue base salary payments during the first six (6) weeks of absence, for those staff members with one (1) or more years of service. Those staff members with less than one full year of service will receive compensation at the rate provided for through state coverage.

No staff member will be permitted two (2) leaves at full pay during any five (5) year period. If the disability continues beyond that time, the staff member will be removed from the University pay status and placed on leave without pay until it is determined by the Workers' Compensation Board that the staff member is able to return to work on a full-time, unrestricted basis.

After the staff member has been removed from University pay status, payments from Workers' Compensation will be made directly to the staff member. University sick leave credits may not be used to supplement Workers' Compensation payments.
16. Staff members who have fifteen (15) years of service and are 55 years of age at the time they resign in good standing, die or retire from the University may receive payments at the rate of straight time for the accumulations noted in sections 4 and 5 above. The following schedule applies:

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<th>Age</th>
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<td>65 and over</td>
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In the event a Local 805 member has exceeded an accumulation of 70 days in his/her sick leave bank at the time of retirement, he/she may receive an additional straight time payout of up to seven (7) days.

In all cases, the staff member MUST have the stipulated accumulation before he/she is eligible for payment.

In the event of the death of any "vested" staff member, the payout will be made to his/her beneficiary.

22. FAMILY MEDICAL LEAVE

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 his or her position.

If both an employee and his or her 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 during family and medical leave. The combination of such accrued vacation, sick time and family and medical leave shall not exceed 12 weeks.

23. HEALTH REQUIREMENTS

The University, at its' expense, may require a staff member to submit to a physical examination.

24. LATIONESS

Time lost by lateness will be computed cumulatively during the weekly pay period as follows:
- 8 to 22 minutes - ¼ hour deduction
- 23 to 37 minutes - ½ hour deduction
- 38 to 52 minutes - ¾ hour deduction
25. INSURANCE, MEDICAL, LONG TERM DISABILITY AND RETIREMENT BENEFIT

1. Upon retirement, defined as age sixty-two (62) after ten (10) years of service, full-time employees will receive $7,500 life insurance coverage, paid by the University, between age 62 and 70. At age 70, the coverage amount will revert to $2,000.

   Part-time employees who work more than twenty (20) hours per week, with the same age and service requirements, will receive $5,000 and $1,000 respectively.

2. The full cost of the New York State Disability Insurance will be paid by the University.

3. The University has provided a retirement program with the Teacher's Insurance and Annuity Association (TIAA) since July 1, 1979. This program has provided for a standard contribution of 5% and "incumbency adjustments" of 6% and 7% for those staff members who were age 45-54, and 55-64, respectively, on July 1, 1979, the effective date of the program.

4. On July 1, 1988, the basic contribution rate changed to 6%, and the "incumbency adjustment" levels became 7% and 8%, respectively.

5. Effective January 1, 1989, employees began participation in the 403(b) plan, at the 6% rate without "Incumbency Adjustments", on the first of the month after completion of two years of service, or attainment of age 21, whichever is later.

6. Fordham University’s Retirement Program for all Local 805 members covered by this agreement will be revised effective July 1, 2006 according to the following schedule.
a) New hires have the option of contributing toward the University’s 403(b) retirement program on a voluntary basis. Employer contributions will begin once a member has completed two (2) years of service.

b) On the first of the month, after the completion of two (2) years of continuous service, eligible members are required to enroll in the University’s 403(b) retirement program. At this time, the University will begin to contribute 5% of the member’s annual base wages toward his/her retirement savings.

c) On the first of the month after the completion of five (5) years of continuous service the University will increase its contribution to the 403(b) retirement program from 5% to 6% of the member’s annual base wages.

d) Effective July 1, 2006 Fordham University will increase its contribution to the 403(b) retirement program by .5% (one-half percent). To be eligible for the increased contribution a member must have 5 years of continuous service and is required to make a mandatory contribution of .5% (one-half percent of his/her annual base wages).

The total University contribution will be 6.5% of the member’s annual base wages. The employee’s mandatory contribution upon the completion of five (5) years of continuous service is .5% (one-half percent of his/her annual base wages).

e) Effective July 1, 2008 Fordham University will increase its contribution to the 403(b) retirement program by .5% (one-half percent). To be eligible for the increased contribution a member must have 5 years of service and is required to contribute .5% (one-half percent of his/her annual base wages).

The total University contribution will be 7% of the member’s annual base wages. The employee’s mandatory contribution upon the completion of five (5) years of service is 1% (one a percent of his/her annual base wages).

7. On July 1, 2003 the University expanded its 403(b) investment offerings to all Local 805 members to include the following companies: TIAA/CREF, Fidelity Investments and Prudential Financial.

8. Contributions to the retirement plan continue after the attainment of age 65, provided the staff member continues to work.

9. 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 are fully vested in the employee regardless of the length of service.
10. Retirement from the University is optional after the employee reaches his 65th birthday.

11. In the event a staff member becomes totally disabled, such disability to be confirmed by meeting the Social Security measurement standard, he/she will be compensated at the rate of 60% of the monthly salary (to be capped at $7,000 per month) in effect at the time of disability. The formula to arrive at the monthly benefit is as follows:

60% of the current monthly salary in effect at the time of the disability, less any Social Security disability payments, Workers' Compensation payments or any other law which provides compensation for an occupational injury or sickness or any other group plan provided by the employer.

Please note: Your Social Security benefit is adjusted annually and Workers' Compensation periodically. When there is a change in your benefit, Fordham University's Human Resources Department should be notified so that your benefit can be recalculated. At no time can your total Long-Term Disability benefit exceed 60% of the monthly salary in effect at the time of disability.

During the period of disability, payments to the 403(b) retirement plan will continue at the rate in effect at the time of disability. Pension contributions will be based upon the monthly salary in effect at the time of disability, prior to any offsets. Increases in the monthly amount paid by the University and in the amount paid to the 403(b) retirement plan will increase by 3% yearly (on top of previous year's rate) on the anniversary of the date of disability.

If the staff member is under age 60 at the time he/she becomes disabled, payments will continue to age 65 at which time retirement payments begin. If disability begins after age 60, payments will continue for five (5) years, at
which time the employee is transferred to a retirement status. Employees with less than one (1) year of service are not eligible for this benefit. An initial six (6) month period of disability must occur before payments begin.

12. Employees may retire at age sixty-two (62) after ten (10) years of service and receive the same type of insurance and retirement benefits to which they would have been entitled had they retired at age sixty-five (65).

13. Effective July 1, 2003, all full-time Local 805 members who retire at age 62 with ten (10) 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. Employees who elect to continue coverage through the University after age 65 will then be eligible to participate in a secondary Medi-gap program or HMO designated by the University. Local 805 members are responsible for the entire premium(s) in effect, subject to premium increases. Checks should be made payable to Fordham University and must be received by the Human Resources Department by the first of each month.

14. The University shall pay monthly on or before the 10th day of each month to the Local 805 Welfare Fund for all employees covered by this agreement (including employees during the first six (6) months of any illness or their replacement), a stipulated sum arrived at through contract negotiations.

The Health and Welfare monthly premium rate is as follows: $590.00 per month, per employee through June 30, 2008, after which time the monthly rate will be increased to $675.00 per month, per employee effective July 1, 2008.
The University agrees to furnish a statement with each payment showing the employees covered and such information as may be required by the Welfare Fund to guarantee the sound and efficient operation of the fund.

15. The contributions shall be used by the Union for benefits for said employees and their dependents as shall be determined by the Union without limitations of authority. The contributions shall be held and managed under the terms and provisions of an Agreement and Declaration of Trust as amended, the original of which is on file in the office of said Welfare Fund, and all amendments made thereto from time to time. The parties hereto hereby confirm and approve the composition and membership of the Board of Trustees of such Welfare Fund as now and hereafter constituted.

16. The Union, or the Welfare Fund, in the name of its Chairman, may intervene in any proceedings at law, in arbitration, in equity, bankruptcy or assignment for purpose of effectuating the collection of any sums due from the University.

17. The University shall make prompt payments in full to the Welfare Fund. Failure to make such monthly payments by the above mentioned dates shall constitute a material breach of this Agreement and upon written notice to the University, the Union, notwithstanding anything to the contrary contained in this Agreement, shall have the right to take such action as the Union deems necessary, including the right to strike and remove the employees from the University until the full amount owed to the Fund is paid and also pays the employees who are on strike for all time lost during such strike, and the University shall be responsible to the Fund and the employees for all losses resulting from such delinquencies.
18. In the event a dispute arises in connection with the failure of the University to make the required payments to the funds provided for in this Agreement, and in the event the Union submits the matter to arbitration, and if the arbitrator sustains the Union's position, his decision shall contain a directive that the University pay all collection expenses, including court costs, if any, and interest at the then-current rates, also the full cost of the arbitration and also reasonable attorney's fees for any attorney representing the Union in connection with the arbitration and court proceedings.

19. The Union and/or the Welfare Fund shall have the right to examine all records of the University pertaining to the University's payment to the Welfare Fund.

20. The University will provide hospitalization coverage in psychiatric cases for full-time employees and their family members. This coverage is provided also for part-time employees (single coverage only). This coverage will pay 30 days at reasonable and customary semi-private room rate, an additional 30 days at 80% of reasonable and customary rate after $100 deductible in any calendar year period. The plan will pay doctor bills and hospital costs for first 30 days. All payments after 30 days are at 80% rate after monitoring. Confinements in psychiatric hospitals or in a separate psychiatric division of a general hospital which contains more than 15% of the hospital's beds, or where the average length of stay is more than 60 days, are not covered. In other words, custodial situations are not covered.

After a $100 deductible, plan will pay 80% of $25 maximum covered expense in out-patient situations. The plan allows a $1,000 maximum per year out-patient coverage.
26. TUITION GRANTS

1. Members of the Union, employed on a full-time basis, who are covered by the Agreement, have completed one full year of service and are academically qualified will be given a tuition grant equivalent to not more than ten credits per semester, fall or spring, and a total of not more than twenty-four credits per academic year (defined for this purpose as the period from the beginning of a summer session to the end of the Spring semester). An employee may carry over an unused entitlement of up to but never to exceed four credits into the following academic year's summer session.

Members of the Union, employed on a 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 twelve credits per school year. Not more than six credits may be used in any one semester. Unused credits may not be carried over from one academic year to the next.

A one-half tuition grant in Fordham University’s Undergraduate programs will be made available to the spouse and dependent children of part-time employees who have completed 10 years of service under the terms and conditions outlined below for dependent children.

Application for this grant is to be made through the appropriate Department Head to be forwarded for consideration of the Executive Director of Human Resources 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.

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 student's 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.

3. A full tuition grant will be made to the spouse and dependent children of full-time employees with five (5) or more years 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.

4. Students attending graduate school who live at home with their parents and are under the age of 30 will be eligible for tuition remission. A one-half tuition grant will be made to the dependent children of employees with 15 or more years of service at the University, to be used in any graduate school program of the University.
A full 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.

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.

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

5. To be eligible for tuition remission, the employee must submit a request form and all related paperwork to the Personnel 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.

6. Effective July 1, 2000, dependent children of staff members who become totally disabled or die and have 15 or more years 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.

7. Fordham will pay 50% of the cost of tuition for trade school courses which will be beneficial to both the employee and the University. Courses must be pre-approved by the department Director and the Personnel office.

Local 805 members who avail themselves of this benefit, must continue his/her employment with the University for one full year from the date of the completion of the course(s). Should a member terminate his/her employment with the University prior to the one year requirement, he/she must reimburse the University for all tuition monies received.
27. GRIEVANCE PROCEDURE

All controversies arising under and by reason of any term of this contract or any other terms or conditions of employment shall be subject to the following grievance procedure:

**FIRST STEP:** All grievances regarding workers will be discussed between the Unit Steward and the worker's immediate supervisor. If no settlement is reached in such discussion, the Unit Steward shall, within three (3) working days after the initial discussion, proceed to the second step.

**SECOND STEP:** All grievances at this step must be presented in writing within ten (10) business days after the original incident causing the grievance by the aggrieved party. The aggrieved party must be served with a written answer within seven (7) business days of delivery of the written grievance.

a) An appeal by either party to the next step must be made within three (3) working days of the receipt of such answer.

b) All grievances arising out of any classification on the campus will be handled at this step, on the Union's part by the Grievance Representative and on the University's part by the Physical Plant Administrator or any person designated by the University.

**THIRD STEP:** All grievances at this step must be presented in writing by the aggrieved party. The aggrieved party must be served with a written answer within seven (7) business days of delivery of the written grievance. All appeals from prior decisions will be handled at this step, on the Union's part by the Business Representative, or any representative appointed by him, and on the University's part by the Director of Personnel, or any representative appointed by him.
FOURTH STEP: No satisfactory settlement having been reached in the "Third Step", either party may, within ten (10) business days of receipt of the written answer, submit the case to arbitration.

a) If the University and the Union can agree on an individual to act as an arbiter within ten (10) business days, the case shall be submitted to such person and the arbitration conducted on Local 805 premises. Otherwise, arbitration will be conducted pursuant to the rules of the American Arbitration Association then in effect. The decision arrived at will be binding on both the University and the Union.

b) The cost of arbitration shall be shared equally by the University and the Union.

28. MISCELLANEOUS

The University agrees to offer a Transit Check provision consistent with all other classifications of employees within the University.

29. MANAGEMENT RIGHTS

1. The right and power to select and hire all employees; to suspend, discipline, demote or discharge them for reasonable cause; to promote to supervisory or other positions; to assign, supervise and direct all working forces; to maintain discipline and efficiency among them and to exercise the other customary functions of the management for carrying on the business and operations are recognized as vested exclusively in the University. Such rights and powers shall not be exercised so as to violate any provisions of this contract.

2. No rule, procedure or practice of the University shall be contrary to any provision of this Contract.
3. The Union will not hold meetings on University time.

30. NO-STRIKE CLAUSE

1. During the term of this Agreement, neither the Union nor any employee shall approve, enjoin, or participate in any strike, slowdown or other concerted stoppage of work upon the property of the University or directly involving the operations of the University; nor shall the University conduct a lockout against the Union or the employees. Employees violating the terms of this paragraph shall be subject to dismissal.

2. The University recognizes the right of the Union to designate Unit Stewards and Grievance Representatives. The authority of Unit Stewards and Grievance Representatives so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

   a) The investigation and presentation of a grievance in accordance with the provisions of the collective bargaining agreement;

   b) The collection of dues when authorized by appropriate Local Union action;

   c) The transmission of such messages and information as shall originate with, and are authorized by the Local Union or its officers, provided such messages and information

      1) have been reduced to writing, or

      2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the University's business.
3. Unit Stewards and Grievance Representatives have no authority to take strike action, or any other action interrupting the University's business, except as authorized by official action of the Union.

4. The University recognizes these limitations upon the authority of Unit Stewards and Grievance Representatives, and shall not hold the Union liable for any unauthorized acts. The University, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Unit Stewards or the Grievance Representatives have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

5. With the approval of their supervisor, Grievance Representatives shall be permitted to investigate, present and process grievances on or off the property of the University, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

6. There shall be no discrimination against shop stewards or any other workers because of their activities in the Union.

31. NOTICE OF TERMINATION OF CONTRACT AND NEGOTIATIONS

1. This Agreement is effective as of July 1, 2006 and shall remain in force through June 30, 2008 and from year to year thereafter, provided, however, that should either party desire to terminate this Agreement or modify any of the terms thereof at the end of any such period, it shall notify the other party in writing not less than ninety (90) days prior to the end of such period.
2. Negotiations upon such proposed modifications of the terms of this Agreement shall begin not later than ninety (90) days prior to the end of such period, and shall continue until agreement is reached, or until this Agreement has been terminated on twenty (20) days notice as hereinafter set forth. During said negotiations, this Agreement shall remain in full force and effect, except during such negotiations subsequent to the end of such period, either party, on twenty (20) days written notice to the other party, may terminate this Agreement. If negotiations result in changes in wages, such wages shall be retroactive to the expiration date of said contract with respect to which notice was given.

3. Any lawful regulation which is or may be superimposed by any government authority shall supersede the terms and provisions of this Agreement.
In Witness whereof, the parties have hereunto set their hands this 1st day of July, 2006

Fordham University:

________________________________________
John Lordan,
Sr. Vice President
Chief Financial Officer/Treasurer

________________________________________
Michael C. Mineo,
Executive Director of Human Resources

Local 805 - International Brotherhood of Teamsters:

________________________________________
Alexandra “Sandy” Pope,
President