# INDEX

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Recognition</td>
<td>2</td>
</tr>
<tr>
<td>II.</td>
<td>Subcontracting</td>
<td>2</td>
</tr>
<tr>
<td>III.</td>
<td>Union Security</td>
<td>3</td>
</tr>
<tr>
<td>IV.</td>
<td>Check-Off of Union Dues and Initiation Fees</td>
<td>3</td>
</tr>
<tr>
<td>V.</td>
<td>Work Schedules</td>
<td>4</td>
</tr>
<tr>
<td>VI.</td>
<td>Holidays</td>
<td>5</td>
</tr>
<tr>
<td>VII.</td>
<td>Vacations</td>
<td>6</td>
</tr>
<tr>
<td>VIII.</td>
<td>Sick Leave, Family Medical Leave Act, and Leaves of Absence</td>
<td>6</td>
</tr>
<tr>
<td>IX.</td>
<td>Probationary Period</td>
<td>9</td>
</tr>
<tr>
<td>X.</td>
<td>Seniority</td>
<td>9</td>
</tr>
<tr>
<td>XI.</td>
<td>Promotions and Transfers</td>
<td>9</td>
</tr>
<tr>
<td>XII.</td>
<td>Layoff and Recall</td>
<td>10</td>
</tr>
<tr>
<td>XIII.</td>
<td>Resignation/Discharge</td>
<td>12</td>
</tr>
<tr>
<td>XIV.</td>
<td>Health Plan</td>
<td>12</td>
</tr>
<tr>
<td>XV.</td>
<td>Retirement, Retirement Plan, Group Life Insurance For Retired Employees</td>
<td>13</td>
</tr>
<tr>
<td>XVI.</td>
<td>Bulletin Boards</td>
<td>14</td>
</tr>
<tr>
<td>XVII.</td>
<td>Nondiscrimination</td>
<td>14</td>
</tr>
<tr>
<td>XVIII.</td>
<td>Classification and Compensation Plans</td>
<td>15</td>
</tr>
<tr>
<td>XIX.</td>
<td>Technological Changes</td>
<td>16</td>
</tr>
<tr>
<td>XX.</td>
<td>Grievance Machinery and Arbitration</td>
<td>17</td>
</tr>
<tr>
<td>XXI.</td>
<td>Separability</td>
<td>18</td>
</tr>
<tr>
<td>XXII.</td>
<td>Successors</td>
<td>18</td>
</tr>
<tr>
<td>XXIII.</td>
<td>Tuition Grants</td>
<td>18</td>
</tr>
<tr>
<td>XXIV.</td>
<td>Miscellaneous</td>
<td>20</td>
</tr>
<tr>
<td>XXV.</td>
<td>No Strike, No Lockout</td>
<td>21</td>
</tr>
<tr>
<td>XXVI.</td>
<td>Management and Operation</td>
<td>21</td>
</tr>
<tr>
<td>XXVII.</td>
<td>Termination and Renewal of Agreement</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>Signature Page</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Appendix “A”</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>Exhibit A “Letter of Agreement”</td>
<td>24</td>
</tr>
</tbody>
</table>
AGREEMENT entered into to be effective the first day of July, 2006 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 oblige 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 15 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, date of birth, social security number, 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 work loads 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 his or her paycheck. 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 27-1/2 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 $5.00 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.

ARTICLE VI-HOLIDAYS

Section 1. All employees shall receive the following holidays with pay at their regular straight time rate:
New Year's Eve           Labor Day
New Year's Day           Columbus Day
Martin Luther King, Jr. Day Presidential Elections
Presidents’ Day           Wednesday before Thanksgiving
Holy Thursday           Thanksgiving Day
Good Friday              Day after Thanksgiving Day
Easter Monday           Christmas Eve
Memorial Day             Christmas Day
Independence Day

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 he/she 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 the date of employment 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 his/her 1st anniversary with the University.

B. Employees with more than four years but less than ten years of service, computed from the date of employment 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 his/her 5th anniversary with the University.
C. Employees with more than ten years but less than twenty years of service, computed from the date of employment 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 his/her 11th anniversary with the University.

D. Employees with twenty or more years of service, computed from the date of employment, 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 his/her 21st anniversary with the University.

E. 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.

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

Section 2. A vacation schedule shall be prepared by the University and presented to the employees on or before May 15 of each year. Employees entitled to vacations shall specify any alternate dates desired and the University will try to meet these 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 only in case of absence because of his or her own illness or injury. Absences for other reasons cannot be charged to sick leave. The Executive Director of Human Resources will, however, give consideration to requests for short-term leaves of absence where family related illness is concerned. Any leave of absence granted for this purpose will be unpaid. 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.

F. Individuals employed on or before June 30, 1970 will earn sick leave as indicated above, except that they will be granted sick leave according to the schedule in effect prior to July 1, 1970 (Appendix A), if that schedule provides a greater amount of sick leave in any one calendar year than they would receive under the schedule included above. Sick leave credits earned under the new schedule shall be used for so long as such credits are available.

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 Executive Director of Human Resources 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, 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.

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 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 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 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, 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 the Executive Director of Human Resources 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. 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 his/her 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 his/her 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 in the Human Resources Office of the University by the close of business on the fifth working day after the notice has been posted on the bulletin board, 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 Personnel Office 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 his/her 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. If qualified for such position, the employee must accept the position offered or accept the lay-off. In the event the employee does not exercise his/her right to another campus he/she shall be laid off and have recall rights to the campus from which he/she was laid off.

B. The implementation of layoff procedures will be restricted to the campus location at which the reduction in work force occurs, except that an employee who is removed from a position as a result of the implementation of layoff procedures may request that the service and seniority rights be recognized at all campus locations, and such request shall be granted.

C. The employee with the least amount of service in any classification will be the first laid off from the job but he may replace an employee in the same or lower class level with the least service in any classification provided he/she has the qualifications to satisfactorily perform the job and has greater service. Employees who are displaced from their jobs as a result of such bump-back procedure may themselves move back and replace employees having the least service in any classification in the same or lower class level provided such employee has the necessary qualifications and service. Employees who have suffered one bump-back 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 reduction in work force 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 provided declines an offer of continued employment as provided for in *Section 1* above, the employee will be considered to have submitted a voluntary resignation. If reemployed later by the University, he/she will be treated in all respects as a new employee.

B. Individuals employed on a regular but less than a twelve-month basis will be considered to be continuously employed, being given credit for a full year’s service for each annual period of employment. Layoff policies and procedures are not operative during the regular annual period or periods of absence.

*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 his/her 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 he/she is 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 his/her 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 his/her former rate of pay in addition to any wage increases to which he/she would have been entitled had he/she not been laid off and which arose during the period he/she was 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 his/her 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.

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.* Effective August 1, 1997 the University will provide, at the University’s expense effective the first of the second month of employment for all employees, their spouses and dependents under nineteen (19) years of age, twenty-three (23) years of age if full-time student, with certain welfare benefits which may include Group Life, Accidental Death and Dismemberment, Hospital, Surgical, Vision Care, 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 employees will be eligible to participate in the University’s Flexible Spending Plan.

*Section 2.* Effective July 1, 2003, all Local 153 members will have the option of voluntarily waiving his/her right to medical coverage. To invoke this option an employee must provide the University with proof of coverage.

In consideration for the medical waiver, the University will provide the employee with a $35.00 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 of $5,000 to be deposited in each of two Flexible Spending Accounts; one for health care and a second for dependent or child care. During the year, you may use the funds deposited in your FSA account to receive reimbursement for eligible expenses. There is a one-time enrollment fee of $25.00 to participate in the program. 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. 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 years of service. The University contribution after two (2) years of service will be 5%. After five (5) years of service the University will increase the contribution to 6%.

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. 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. Checks should be made out to Fordham University and must be received by the Human Resources Department, FMH Room 506, 441 E. Fordham Road, Bronx, New York 10458, by the first of each the month.

ARTICLE XVI-BULLETIN BOARDS

Bulletin Boards will be made available to the Union by the University in locations agreed to by the University and the Union 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 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.

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 1.

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

July 1, 2006 – 3.5%    July 1, 2007 – 3.5%    July 1, 2008 - 3.5%

Section 3. The new rates for each level shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$ 979.79 - $1,319.69</td>
<td>$1,014.08 - $1,365.88</td>
<td>$1,049.57 - $1,413.69</td>
</tr>
<tr>
<td>2</td>
<td>$1,043.89 - $1,469.76</td>
<td>$1,080.43 - $1,521.20</td>
<td>$1,118.25 - $1,574.44</td>
</tr>
<tr>
<td>3</td>
<td>$1,120.93 - $1,626.12</td>
<td>$1,160.16 - $1,683.03</td>
<td>$1,200.77 - $1,741.94</td>
</tr>
<tr>
<td>4</td>
<td>$1,221.11 - $1,816.89</td>
<td>$1,263.85 - $1,880.48</td>
<td>$1,308.09 - $1,946.30</td>
</tr>
<tr>
<td>5</td>
<td>$1,321.28 - $2,042.03</td>
<td>$1,367.53 - $2,113.50</td>
<td>$1,415.39 - $2,187.47</td>
</tr>
<tr>
<td>6</td>
<td>$1,440.08 - $2,074.17</td>
<td>$1,490.48 - $2,146.77</td>
<td>$1,542.65 - $2,221.91</td>
</tr>
</tbody>
</table>
Section 4. All full-time employees hired prior to July 1, 2003 who have completed the years of service outlined below, prior to January 1, 2004 are eligible for the following increments on April 1st:

- Completion of two (2) years of service $ 6.00
- Completion of ten (10) years of service $ 8.00
- Completion of fifteen (15) years of service $11.00
- Completion of twenty (20) years of service $13.00

Employees hired after July 1, 2003, who have completed the years of service outlined below prior to January 1st, are eligible for the following increments on April 1st:

- Completion of three (3) years of service $ 3.00
- Completion of five (5) years of service $ 6.00
- Completion of ten (10) years of service $ 8.00
- Completion of fifteen (15) years of service $11.00
- Completion of twenty (20) years of service $13.00

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

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 class for the time worked, 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 Senior Executive Secretary, 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) Executive Secretary 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 (ie: waiting period, job duties and responsibilities, etc). The decision of the Upgrade 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 the Executive Director of Human Resources of the University or his or her 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 the Executive Director of Human Resources 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 the Executive Director of Human Resources of the University or his or her 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 on 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 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.

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 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.

Section 3. A full tuition grant will be made to the spouse and dependent children of 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.
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 Local 153 members who have died or become totally disabled will be entitled to the same tuition benefits available to the dependent children of active employees.

To be eligible for tuition remission, the employee must submit a request form and all related paperwork 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 space in accordance with past practice. In addition, employees may use parking lots A & H on a first come, first serve basis.

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.

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

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, 2006 and continue in force and effect until June 30, 2009 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 this 1st day of July, 2006.

FORDHAM UNIVERSITY

___________________   ____________________________
John J. Lordan      Michael C. Mineo
Senior Vice President/ Executive Director of
Chief Financial Officer/Treasurer Human Resources

_____________________________  ____________________________
Angela Cioffi    Deborah Lugo
Director of Labor/Employee Manager of Labor Relations
Relations

_____________________________
Gulay Siouzios
Sr. Human Resources Associate

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

________________________  __________________________
Richard Lanigan                     John Lynch
Secretary-Treasurer                 Business Representative

NEGOTIATING COMMITTEE MEMBERS

________________________  __________________________
Margaret Noonan                Kathleen Smith Ruggiero
Chief Shop Steward, Rose Hill Chief Shop Steward, Lincoln Center

________________________  __________________________
Nilda Elias-Cavataio       Matthew Delgado
Shop Steward - LC           Shop Steward - RH

________________________  __________________________
Russell Christian          Jill Shapiro
Shop Steward - RH          Shop Steward - RH

________________________
Fredrica Patterson
Shop Steward - LC
## APPENDIX A

**SCHEDULE OF SICK LEAVE CREDITS**  
**IN EFFECT PRIOR TO JULY 1, 1970**

Credits available in any one calendar year as follows:

<table>
<thead>
<tr>
<th>Employment Period</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>During 1st year of employment</td>
<td>1 week</td>
</tr>
<tr>
<td>2nd year of employment</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3rd year of employment</td>
<td>3 weeks</td>
</tr>
<tr>
<td>4th year of employment</td>
<td>4 weeks</td>
</tr>
<tr>
<td>5th through 10th year of employment</td>
<td>5 weeks</td>
</tr>
<tr>
<td>11th year of employment and thereafter</td>
<td>6 weeks</td>
</tr>
</tbody>
</table>

For the purpose of implementing ARTICLE VIII, Section 1. f. of the Agreement, an employee's entitlement under this schedule as of June 30, 1970 shall remain unchanged for the duration of this Agreement.

July, 2006