

COLLECTIVE BARGAINING AGREEMENT

between

FORDHAM UNIVERSITY

and

COMMUNICATIONS WORKERS OF AMERICA UNION, LOCAL 1104

May 6, 2024 - June 30, 2027

TABLE OF CONTENTS

ARTICLE 1: TERM OF AGREEMENT	1
ARTICLE 2: RECOGNITION.....	2
ARTICLE 3: EQUAL OPPORTUNITY	3
ARTICLE 4: WORKLOAD AND RESPONSIBILITIES.....	4
ARTICLE 5: ACADEMIC MATTERS	6
ARTICLE 6: CHECK OFF AND UNION SECURITY.....	7
ARTICLE 7: SUMMER EMPLOYMENT	9
ARTICLE 8: COMPENSATION.....	10
ARTICLE 9: MEDICAL	11
ARTICLE 10: CHILDCARE	12
ARTICLE 11: LEAVES OF ABSENCE	13
ARTICLE 12: TUITION WAIVER.....	14
ARTICLE 13: RETIREMENT	15
ARTICLE 14: FEES.....	16
ARTICLE 15: LABOR MANAGEMENT COMMITTEE.....	17
ARTICLE 16: ACADEMIC FREEDOM.....	18
ARTICLE 17: ORIENTATION FOR NEW GSWs.....	19
ARTICLE 18: GRIEVANCE AND ARBITRATION	20
ARTICLE 19: EXPENSE REIMBURSEMENT	22
ARTICLE 20: JOB OPPORTUNITIES.....	23
ARTICLE 21: TRANSPORTATION	24
ARTICLE 22: INTELLECTUAL PROPERTY	25

ARTICLE 23: ACCESS TO RECORDS..... 26

ARTICLE 24: ACCESS TO BREAK ROOMS 27

ARTICLE 25: EMERGENCY RELIEF FUND 28

ARTICLE 26: INTERNATIONAL STUDENTS 29

ARTICLE 27: APPOINTMENT LETTERS 31

ARTICLE 28: DISCIPLINE & DISCHARGE 32

ARTICLE 29: NO STRIKES OR LOCKOUTS..... 33

ARTICLE 30: HEALTH & SAFETY..... 34

ARTICLE 31: BARGAINING UNIT INFORMATION..... 35

ARTICLE 32: WORK ASSIGNMENTS 36

ARTICLE 33: ACCESS TO RESOURCES..... 37

ARTICLE 34: UNION ACCESS..... 38

ARTICLE 35: MANAGEMENT RIGHTS..... 39

ARTICLE 36: INDIVIDUAL AGREEMENTS 40

This Agreement is entered on May 6, 2024, by and between Fordham University (hereinafter referred to as the “University”) and the Communications Workers of America, Local 1104 (hereinafter referred to as the “Union”)

ARTICLE 1: TERM OF AGREEMENT

The term of this Collective Bargaining Agreement shall commence upon May 6, 2024, and shall continue to remain in effect through June 30, 2027.

ARTICLE 2: RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of the following employees pursuant to the Certification of Representative in NLRB Case No. 02-RC-291360 in the following appropriate unit:

INCLUDED: All graduate students enrolled in the Graduate School of Arts and Sciences who receive remuneration from the University for services that are approved as attendant on their enrollment by the Graduate School of Arts and Sciences.

EXCLUDED: All other graduate students and employees, federal work study students, and graduate students not working in positions in which they perform services that are approved as attendant on their enrollment by the Graduate School of Arts and Sciences, and all guards and supervisors as defined in the Act.

ARTICLE 3: EQUAL OPPORTUNITY

Section 1 - The University and the Union agree that discrimination, harassment and retaliation are prohibited with respect to all terms and conditions of employment in accordance with Fordham University policy and applicable law. Such prohibited conduct includes discrimination/harassment/retaliation on the basis of race, color, religion/creed, sex, gender, gender identity or expression, sexual orientation, marital status, parental status, pregnancy and pregnancy-related conditions, medical conditions, national origin, citizen or immigration status, ancestry, age, military or veteran status, disability, status as a victim of domestic violence, genetic information or carrier status, unemployment status, partnership status, union support/non- support, or any other applicable legally protected status.

Section 2 - The University's Policy and Procedures Against Harassment, Discrimination and Retaliation in Employment, and its Reasonable Workplace Accommodation Policy, will be posted on the University's website.

Section 3 - Upon request from a GSW with a disability, the University shall engage in an interactive process and will provide reasonable accommodation, absent undue hardship, to enable the graduate worker to perform the essential functions of their job, consistent with state, federal and local law.

Section 4 - Consistent with the University's longstanding commitment to promoting a workplace that is free from discrimination and/or harassment, the University will not enter into any agreement that would restrict a member of the bargaining unit who believes in good faith that they were subjected to discrimination/harassment from discussing or disclosing their experiences, nor request any complainant to sign an NDA restricting their ability to discuss or disclose their experiences. The University will not provide any complainant any additional settlement amount in exchange for signing an NDA. The University may continue to condition any settlement, agreement, or other resolution of a claim on conditions that prohibit disclosure of the terms of the settlement, including the financial settlement reached, or other such prohibitions on disclosures such as trade secrets, confidential information, or any other item agreed upon by the parties that do not conflict with the requirements of this provision.

ARTICLE 4: WORKLOAD AND RESPONSIBILITIES

Section 1 - Except for Teaching Associates, Teaching Fellows, and Senior Teaching Fellows, GSWs on an annual stipend shall not be required to work in excess of eighteen (18) hours of work per week for said stipend. This is not intended to limit a GSW's employment outside of Fordham University. Work to be performed for a stipend will be performed during the period the stipend covers. Any work performed by a GSW outside of that period or in addition to the required hours must be approved by the GSAS Dean's office in advance. Such work will be compensated at the rate of hourly workers who are either doctoral or master's students. All mandatory University sponsored training is considered part of a GSW's official workload and shall count toward weekly hourly maximums (this does not include any student orientation, pedagogy courses or professional development trainings).

Section 2 - The responsibility of the Teaching Associates, Teaching Fellows and Senior Teaching Fellows is to teach their assigned courses. For purposes of this Agreement, duties related to the teaching of a course include, but are not limited to, the following types of activities:

- Preparing to deliver classroom, studio, or lab instruction (including outside the academic term)
- Attending organizational meetings and orientations
- Responding to accreditation-related requests
- Delivering classroom, studio, online, lab instruction or fieldwork supervision at days, times, and locations determined by the University
- Meeting classes on time and holding classes for the full scheduled period
- Developing a course syllabus, or modifying or implementing an established course syllabus, that fulfills the curricular role of the course as determined by the University
- Developing coursework and assignments, or modifying or implementing established coursework and assignments, that further the educational goals established in the course syllabus
- Developing tools for evaluating student progress, or modifying or implementing established tools for evaluating student progress, relative to the educational goals of the course
- Grading student work and providing constructive feedback to students in a timely fashion, including resolution of incomplete or disputed grades
- Submitting student grades on the schedule established by the Registrar

- Responding in a timely fashion to electronic communication from students, colleagues and supervisors
- Maintaining and attending office hours, in accordance with department guidelines
- Adhering to all other University, School or Department policies
- Attending mandatory training as required by the University
- Preparing student recommendation letters, at the GSW's election.

Section 3 - In the event the University changes a GSW's work assignment, any work completed in the original assignment during that week will count toward the maximum hours of work for that week.

Section 4 - Teaching Fellows and Senior Teaching Fellows are expected to teach one course in the Fall and one course in the Spring. Teaching Fellows and Senior Teaching Fellows may teach an additional course section in either or each semester. Each additional course for Teaching Fellows and Senior Teaching Fellows will accrue additional compensation equivalent to seventy five percent (75%) of the Teaching Associate course rate.

Section 5 - Nothing in this article precludes a department from allowing an alternative course load assignment in a given case at the GSW's request.

ARTICLE 5: ACADEMIC MATTERS

The University retains sole and exclusive authority with respect to all academic matters and all matters relating to the student-University relationship, including student standing. The parties agree that academic policies/sanctions cannot be used as the basis for an adverse employment action unless the individual is no longer a student in good standing. If the Union believes that a primary role analysis determination involving a GSW was incorrect, the Vice President of Human Resources and Vice Provost will meet with the GSW and their Union representative to discuss the basis for the determination. If the matter remains unresolved, the Union may resort to the grievance and arbitration process provided that the Union shall bear a heightened burden to prove by clear and convincing evidence that the primary role determination was incorrect.

ARTICLE 6: CHECK OFF AND UNION SECURITY

Section 1 - With respect to any GSW on whose behalf the University receives a written authorization in a form, in either physical or electronic form, agreed upon by the Union and the University, the University shall deduct from the wages of the GSW an amount equal to the member dues and submit those monies to the Union no later than ten (10) working days after each payday following the payday in which the deductions were made.

Section 2 - The University further agrees to deduct voluntary contributions made by employees to the CWA Political Action Fund (PAF) and to remit said contributions to the Union at the same time union dues are remitted. Said contributions are strictly voluntary and can be in any amount as determined by the employee.

Section 3 - The University and Union agree that within thirty (30) days after commencing employment, or the execution of this Agreement, whichever is later, all GSWs shall become and remain members of the Union in good standing. It is understood that GSWs have a right to be a non-member of the union. Non-members must pay what is called a "fair share fee" for union expenditures germane to collective bargaining. Non-members do not enjoy any of the rights of union membership. If a GSW wishes to be a non-member fee payer, then they shall contact CWA Local 1104, 1 Florgate Road, Farmingdale, NY 11735, by mail. The University shall cooperate with the Union in seeking compliance with this provision by notifying covered GSWs at their time of hire of this agreement and by providing them with the dues authorization form and electronic access to this Agreement. Materials voluntarily completed by GSWs and returned to the University shall be promptly forwarded to the Union. If a GSW revokes an authorization form allowing for the payroll deduction of union dues, the University shall notify the Union, in writing, of the revocation.

Section 4 - Upon notice from the Union that a GSW has not completed the written authorization form set forth above in Section 1 within thirty (30) days after commencing employment or execution of this Agreement, the University will not assign any additional courses to the GSW until such time as they come into compliance, or the University will terminate a GSW in a non-teaching position.

Section 5 - The Union shall determine the amount of dues that must be paid by GSWs, and provide written notification to the University of those amounts. The University shall deduct that amount in equal parts from the GSW's paychecks once the University receives a signed authorization form, physical or electronic, allowing for the payroll deduction.

Section 6 - At the same time as the University remits all deductions for union dues or representation fees and PAF, the University will also provide the following information: (a) name and employee I.D. number; (b) rate of pay and earnings that the dues or other fee deductions is based on; (c) month the deduction is based on; (d) separately listed dues, fees, and PAF deductions; and (e) if applicable, a reason dues are not deducted.

Section 7 - It is agreed that the University shall assume no financial or other obligation arising out of the provisions or enforcement of this Article except as specifically provided in this

Article, and the Union hereby agrees that it shall indemnify and hold the University harmless from any claims, actions or proceedings by a GSW arising from deductions made hereunder or from the enforcement of this Article.

ARTICLE 7: SUMMER EMPLOYMENT

GSWs who work for Fordham during the summer months are limited to a maximum of thirty-four (34) hours per week across all job assignments with the University. Before commencing any summer employment at Fordham, GSWs must comply with the University's instructions for reporting all work assignments and must update the information prior to commencing an additional job assignment. Failure to comply with these requirements may result in the subsequent assignment being terminated, modified, or their hours being reduced. The foregoing limitation on work hours does not apply to any work for a different employer.

ARTICLE 8: COMPENSATION

GSAS Stipend Rates (Standard Full Stipends for a 9-Month Appointment)

**These payments are in addition to tuition waiver for eligible GSWs
in accordance with their individual funding packages.**

Position	AY 2024-2025 Year 1 of CBA (eff. upon ratification)	AY 2025-2026 Year 2 of CBA	AY 2026-2027 Year 3 of CBA
Graduate Assistant (1 st & 2 nd yr. students)	\$36,000	+3% = \$37,080	+3% = \$38,192
Graduate / Research Asst. (3 rd yr. students)	\$36,500	+3% = \$37,595	+3% = \$38,723
Teaching Fellowship	\$37,000	+3% = \$38,110	+3% = \$39,253
Senior Teaching Fellowship	\$37,500	+3% = \$38,625	+3% = \$39,784
Teaching Associates	\$7600 per course	+3% = \$7828 per course	+3% = \$8063 per course
Hourly GSWs	MA \$20.10 per hour PhD \$23.30 per hour	+3% MA \$20.70 per hour PhD \$24.00 per hour	+3% MA \$21.30 per hour PhD \$24.70 per hour

Any GSW who receives a stipend for a 12-month appointment will be compensated pro-rata to the applicable 9-month rate.

Any GSW who is assigned to half of the standard, Full Stipend will be compensated at half of the rates set forth above.

Some GSWs may receive additional amounts above their primary stipend based on their individual funding packages.

Fellowships that are not associated with the performance of work are outside the scope of the CBA.

ARTICLE 9: MEDICAL

Section 1- Fordham agrees to increase the University's contribution towards the premium of the Student Health Insurance Plan for individual coverage to 85% for full-time GSWs and 42.5% for GSWs who are on half-time assignments.

Section 2- GSWs shall be eligible to enroll in the Healthcare Flexible Spending Account (FSA) in accordance with Fordham plan documents.

Section 3- GSWs shall be eligible to enroll in a dental plan option for students. The University's contribution toward premium for individual dental coverage will be 50% for full-time GSWs (25% for half-time assignments).

Section 4- In addition to Fordham's current Counseling and Psychological Services ("CPS") available to GSWs, the University will provide up to six (6) confidential counseling sessions to GSWs enrolled in the student health plan at no cost to them in accordance with guidelines established by the University's behavioral health provider for GSWs.

Section 5- The University will retain authority to determine appropriate student health/dental plan(s) and plan design. Before finalizing its selection, the University will seek input from the Union, provided such input is received within two (2) weeks after notification from the University that it is considering changes to the plan(s).

Section 6- The University will ensure that the current health plan and any new plan(s) chosen will follow the World Professional Association for Transgender Health (WPATH) Standards of Care for the Health of Transgender and Gender Diverse People, Version 8.

Section 7- The University will establish a special fund in the total amount of twenty thousand dollars (\$20,000) per academic year to assist an individual GSW who incurs out-of-pocket costs for their own individual health care of five thousand dollars (\$5,000) or more during the academic year by providing that GSW with a reimbursement of one thousand dollars (\$1,000) to help offset a portion of those costs. Provided there are sufficient remaining funds at the end of the academic year, GSWs who received the initial reimbursement may apply for an additional reimbursement of up to five hundred dollars (\$500), for a total reimbursement of no greater than fifteen hundred dollars (\$1500).

ARTICLE 10: CHILDCARE

Section 1 - The University will provide a backup/emergency childcare benefit that will allow GSWs up to five (5) uses annually, either in their homes at a cost of six dollars (\$6.00) per hour for up to three (3) children, or in a designated childcare center at fifteen dollars (\$15.00) per day for one (1) child, and twenty-five dollars (\$25.00) per day for two (2) or three (3) children. The minimum age for children depends upon each childcare center's policy.

Section 2 - The University will consider any Student Worker's scheduling request arising from childcare concerns and will try to grant it if the Student Worker has a compelling need and the request is compatible with the operational needs of the department; provided, however, that the University's response to such requests shall not be subject to the grievance process.

Section 3 - The University will provide lactation facilities in accordance with applicable law.

ARTICLE 11: LEAVES OF ABSENCE

Section 1- Sick Leave. GSWs shall be entitled to sick days in accordance with the NYC Earned Sick and Safe Time Act and the NYS Paid Sick Leave Law.

Section 2- Family Leave. GSWs shall be entitled to family leave in accordance with the NYS and Federal Laws.

Section 3-Bereavement Leave. GSWs may request up to three (3) days off paid bereavement leave without loss of compensation each academic year following the death of a domestic partner, spouse, child, grandchild, parent, sibling, grandparent, and legal guardian. GSWs may request additional bereavement leave without pay.

Section 4- Jury Duty Leave. GSWs shall fulfill jury duty service without loss of compensation or benefits. Employees shall provide the Office of Human Resources Management and their supervisor their receipt of notice for jury service as soon as reasonably possible.

Section 5-Military Leave. The University will comply with all laws with respect to military leave.

ARTICLE 12: TUITION WAIVER

Graduate students who are fully funded and working as GSWs will not be required to pay any tuition in accordance with the terms of their scholarship. Any unused tuition credits covered by a tuition scholarship may be rolled forward for the next term of the same academic year.

ARTICLE 13: RETIREMENT

GSWs shall be eligible to participate in the University's Retirement Plan for the sole purpose of making elective deferrals (voluntary contributions).

ARTICLE 14: FEES

The cost of all fees other than the Student Activities portion of the GSAS General Fee will be added to the funding package for GSWs.

ARTICLE 15: LABOR MANAGEMENT COMMITTEE

Section 1 - There will be a Labor-Management Committee (LMC) consisting of no more than five (5) representatives designated by the Union and five (5) representatives designated by the University. The LMC will meet four (4) times during each academic year, except as otherwise mutually agreed. At least one (1) meeting will be dedicated to discussing matters related to international Graduate Student Workers, and at least one (1) meeting will be dedicated to discussing matters related to healthcare. The meetings will be scheduled within three weeks of either party sending written notice to the other of its desire to meet. Designated representatives of the Union and the University will suggest agenda items two (2) weeks prior to each meeting.

Section 2 - These meetings shall not be used for negotiations or to discuss pending grievances.

Section 3 -This Article does not preclude informal discussions between authorized Union representatives and authorized University representatives to discuss issues affecting the bargaining unit outside of an LMC meeting.

Section 4 -Failure to agree on any issue considered by the LMC will not constitute a waiver of either party's rights under the CBA. The Union shall not waive its right to grieve or arbitrate issues that are otherwise subject to grievance or arbitration pursuant to the terms of the CBA by raising such issues in the LMC.

ARTICLE 16: ACADEMIC FREEDOM

Section 1 - Graduate Student Workers shall have the same academic freedom rights and responsibilities as tenured and tenure-track faculty who teach at the University.

Section 2 - GSWs shall have a duty to responsibly and effectively fulfill their teaching and other job responsibilities.

Section 3 - In communicating outside the classroom and the University, GSWs shall not represent their personal views as those of the University unless expressly authorized in writing by the University to do so. GSWs shall make it clear that their statements outside of the classroom and the University are personal and are not sponsored or approved by the University.

ARTICLE 17: ORIENTATION FOR NEW GSWs

Section 1 - Whenever the University conducts an orientation program for new Graduate Student Workers in bargaining unit positions at either campus, at the end of such program a Union representative may convene a Union orientation for the attendees. The Union orientation will occur in the same room and space as the University orientation.

Section 2 - The University will provide the Union with at least five (5) business days advance notice of the date, time and location of any such orientation programs.

Section 3 - The University will provide a designated Union representative with a list of the names of bargaining unit members scheduled for a new GSW orientation program at least one week in advance.

ARTICLE 18: GRIEVANCE AND ARBITRATION

Section 1 – Prompt Resolution - It is the declared objective of the University and the Union to encourage the prompt resolution of grievances or potential grievances either by formal or informal procedures. Informal attempts at the resolution of potential grievances shall not extend beyond twenty-one (21) calendar days without the written agreement of each of the parties.

Section 2 – Formal Grievance Procedure

Step 1. To initiate a formal grievance, the Union shall submit a written statement of the facts surrounding the grievance, the specific provision(s) of the Agreement allegedly violated, and the remedy requested (“Step 1 Grievance”). The Step 1 Grievance must be received by the Dean of the Graduate School of Arts & Sciences or designee, with a copy to Human Resources, within thirty (30) calendar days of the occurrence giving rise to the grievance or within thirty (30) calendar days of the date on which the Graduate Student Worker learned or should have learned of such occurrence, whichever is later, but in no case longer than sixty (60) days after the occurrence. The Dean/designee, a representative of the Union, and the grievant(s) shall meet and discuss the grievance within fifteen (15) calendar days after the University’s receipt of the Step 1 Grievance. The University’s designated representative shall then consider the grievance and render a decision in writing to the grievant(s) and the Union within fifteen (15) calendar days from the date on which the Step 1 Meeting was held.

Step 2: If the Step 1 Decision is deemed unsatisfactory, the Union may submit a Step 2 Appeal in writing to the Provost or designee for such purposes. The Step 2 Appeal must be received by the Provost/designee within fifteen (15) calendar days of the Step 1 Decision; or if none is issued by the due date, within fifteen (15) calendar days after the due date. The Provost shall then consider the Step 2 Appeal and render a Step 2 Decision in writing within fifteen (15) calendar days of receipt of the Step 2 Appeal.

Step 3: If the Step 2 Decision is deemed unsatisfactory, the Union may file a Demand for Arbitration with the American Arbitration Association (AAA) and simultaneously serve a copy on the University’s Vice President of Human Resources and the University’s General Counsel. The Demand for Arbitration must be filed with the AAA and received by the University’s designated representative within thirty (30) calendar days of the Step 2 Decision. The parties will then proceed in accordance with the AAA’s Rules for Labor Arbitrations. The costs of arbitration will be borne as follows: (1) all AAA fees will be borne by the party filing for arbitration; (2) each party will bear the costs of presenting its own case; and (3) the fees and expenses of the Arbitrator shall be borne equally by the parties. The Arbitrator must follow the terms of this Agreement as written according to the plain meaning of the words used and may not infer any obligation beyond what is expressly provided for by those terms. No evidence of past practice prior to the effective date of this Agreement may be introduced in support of a grievance. The Arbitrator’s decision will be final and binding on both parties, subject only to a court challenge. All interim income from any source including unemployment insurance benefits will be deducted from any back pay awards.

Section 3 –No Retaliation - No retaliation or reprisal of any kind will be taken by any University representative against any Graduate Student Worker because of the filing of a grievance

and/or participation in any of the grievance proceedings.

Section 4 –Time Limits - All time limits specified in this Article will be strictly enforced and may only be extended in a written agreement signed by authorized representatives of the University and the Union. All references to calendar days in this Article exclude days when the University is closed. Failure of the University to render a written decision within the specified time limit shall entitle the Union to proceed to the next Step. Failure of the Union to act within the time limits set forth in this Article shall result in the Grievance being deemed settled on the basis of the University's last written decision.

Section 5 - Any grievance that was filed prior to the end of the semester and has not been resolved to the satisfaction of the grievant(s) and/or Union prior to the conclusion of the semester shall continue to be processed in accordance with the provisions of this Article, except that the time limits of this Article may be mutually adjusted so as to ensure the availability of all necessary parties to the dispute. If mutual agreement is not reached on adjustment of the time limits, the provisions of this Article shall remain whole and in effect.

ARTICLE 19: EXPENSE REIMBURSEMENT

Section 1 - Except under extenuating circumstances, all authorized reimbursements will be made within three (3) weeks of a bargaining unit member properly submitting electronically to the applicable Fordham office all necessary documentation for approval. If the University wishes to dispute, question or deny any item submitted for reimbursement it must do so in writing within two (2) weeks of the submission. Any dispute over the amount received may be pursued through informal means and/or through the grievance process.

Section 2 - Requests for reimbursement of an expense of less than thirty-five dollars (\$35.00) that was incurred without prior approval will not be unreasonably denied.

ARTICLE 20: JOB OPPORTUNITIES

Section 1 - The University will maintain a website for the posting of all openings in positions/jobs for which graduate students are eligible to apply. Openings will be posted for a minimum of ten (10) days. The University will make best efforts to remove postings or indicate that the jobs/positions are unavailable within a month of the openings being filled. The application form will include an optional section in which GSWs can describe any extenuating circumstances.

Section 2 - Each spring semester the Dean of GSAS, or their designee, will write to each academic unit or department across the university, encouraging the department to post any open summer positions for which a graduate student worker may apply.

ARTICLE 21: TRANSPORTATION

Section 1 - GSWs shall be eligible to enroll in the University-sponsored eTRAC Commuter Benefits Plan or a similar plan.

Section 2 - At the beginning of each semester the GSW will inform their department which campus will be their home campus based on where the majority of their work-related duties are expected to occur. If GSWs have duties at a campus that is not their home campus they will be entitled to free roundtrip Ram Van passes based on their work schedule.

ARTICLE 22: INTELLECTUAL PROPERTY

Section 1 - The parties agree that GSWs are covered by the University's Intellectual Property Policy Instructional Materials and Copyrights.

Upon the effective date of the CBA, the University shall revise the first sentence of the Policy to read: "The University recognizes and reaffirms the traditional academic expectation that all faculty (including full-time, part-time, adjunct, emeritus faculty, clinical staff and graduate student instructors) own and control instructional materials and scholarly works (including, but not limited to, course outlines, syllabi, lecture notes, other course materials, websites)."

Section 2 - Developments in artificial intelligence or other technologies and their relationship to the work performed by the GSWs may be discussed by the Labor Management Committee.

ARTICLE 23: ACCESS TO RECORDS

The University will provide all current bargaining unit members with access to their detailed pay stubs and tax documents such as W-2s, W-4s and for five (5) years post-employment.

ARTICLE 24: ACCESS TO BREAK ROOMS

Section 1 - Each building on the Rose Hill campus that houses at least one (1) academic department or office that employs at least fifteen (15) GSWs will have at least one (1) breakroom available to GSWs.

Section 2 - The Lincoln Center campus will have at least one breakroom available to graduate workers.

Section 3 - All graduate student workers will have access to all break rooms designated for graduate student workers on campus.

Section 4 - All departments or offices that currently have a dedicated workroom or breakroom for graduate workers shall maintain a workroom or breakroom.

ARTICLE 25: EMERGENCY RELIEF FUND

Section 1 - Starting with the first full academic year following ratification of this Agreement, the University will establish and administer an emergency relief fund of \$5,000 to assist any GSW who the University determines has demonstrated a compelling need.

ARTICLE 26: INTERNATIONAL STUDENTS

Section 1 - The University will designate a point person in the Office of International Services (OIS) to specifically work on international Graduate Student Workers' issues, one in GSAS, and another in Payroll/Accounts Payable.

Section 2 - The University will provide international graduate students with a presentation by an immigration attorney on visa-related matters twice a year.

Section 3 - The University will provide international graduate students with a presentation/workshop by an accountant/tax specialist on both non-resident alien and resident alien tax processes once each year, at least two (2) months before U.S. taxes are due each year.

Section 4 - The University will provide international graduate students with an informational zoom seminar in June or July that includes information on what incoming international graduate students can expect about United States tax issues; as well as the process of applying for a SSN, the issuance of stipends, local housing market conditions, any available housing assistance, and other topics relevant to international graduate student workers.

Section 5 - A union member who is an international graduate student worker themselves may attend the events provided for in Sections 2, 3 and 4 above. Such events may be cancelled in extenuating circumstances and are not subject to the grievance process. For any canceled events, good faith efforts will be made to reschedule.

Section 6 - Graduate student workers may be transported to Fordham's Lincoln Center or Rose Hill campuses from the New York City area airports by the University's Ram Van Service, provided such service is operating and available at the time of their arrival in New York. The pickup must be scheduled in advance, according to the deadlines published on the Fordham website. The University will set the fee for such airport pickups and the graduate student workers will be responsible for the entire cost.

Section 7 - To the extent the University has the information, and the international graduate student worker has not objected, the University will provide the Union with a list of incoming international GSWs before the international GSAS Orientation each year, including their name, address, email address, telephone number, field of study, dates of attendance, and most recent previous educational agency or institution attended by the GSW.

Section 8 - The University shall disburse payments to incoming international students on the first day of the pay schedule by utilizing alternate ID numbers if they do not yet have a Social Security Number (SSN), provided that the student is in the United States and has completed the Form I-9 – Employment Eligibility Verification. Any such alternative ID number will no longer be effective after fourteen (14) days unless the student submits a receipt of an application for an SSN along with the temporary SSN assigned to their application by the Social Security Administration. The student must provide the University with their permanent SSN upon receipt and no later than six (6) weeks after their first day of work. If documentation from the student is delayed for reasons outside the student's control, the University will not impose any discipline for

such delay.

Section 9 - Starting with the first full academic year following ratification of this Agreement, the University will establish and administer an emergency relief fund of \$15,000 to assist international GSWs who the University determines has demonstrated a compelling need.

Section 10 - International GSWs shall be entitled reasonable time off without loss of pay in order to attend local visa and immigration proceedings relating their immigration status, provided the GSW makes the request within two (2) weeks of being made aware of said appointment. The University will grant the request so long as the request is reasonable and the GSW has no history of bad faith requests. The GSW shall make up for any missed classroom instruction time. The University will provide international GSWs who attend non-domestic visa and immigration proceedings with up to one week of paid time off if the student is unable to schedule said proceedings during summer or winter breaks, and up to an additional one week without pay. If the student is away for more than two weeks, the University may appoint a new instructor for that course(s) and the GSW who was away for more than two weeks will be re-assigned to other duties for the remainder of the semester. GSWs must have submitted all necessary onboarding documents in order to qualify for the time off provided in this section.

Section 11 - The University will make best efforts to timely complete and process all necessary work authorization documentation for which the University is responsible so that international Graduate Student Workers do not experience delayed start dates, paychecks, or benefit coverage. This will take place within three (3) weeks from when the GSW has submitted complete and accurate supporting documentation.

ARTICLE 27: APPOINTMENT LETTERS

Section 1 - The University will provide GSWs with a letter notifying them of their assignment electronically via their Fordham email address. This letter shall be sent at least thirty (30) days prior to the start of the assignment whenever practicable.

Section 2 - The assignment letter shall include the following information:

- a. The GSW's position;
- b. Effective starting date of the assignment;
- c. The department and the primary contact for the assignment;
- d. Campus appointment (for appointments where a remote work assignment has been approved in accordance the University's Hybrid/Remote Work Policy the location shall be listed as remote);
- e. The maximum number of hours of work per week for the assignment;
- f. Amount of compensation or hourly pay rate;
- g. A statement that the appointment is covered by the CBA and a link to the CBA; and
- h. Response requirements, if any, such as confirming receipt of assignment letter.

Section 3 - The assignment letter shall also include the following information if known:

- a. The primary supervisor(s) to whom the GSW will report;
- b. For teaching appointments: the title of the course(s); the anticipated maximum number of students for the course (while acknowledging that this could change or be exceeded); the last day the class can be canceled; and a brief description of the anticipated required teaching duties;
- c. For research and/or administrative appointments, a brief description of the anticipated required research or administrative duties;
- d. The expected work schedule, including course meeting times;
- e. The building and work location of the assignment; and
- f. The termination date of the appointment.

Section 4 - It is understood that specific details may change over time, and the contents of the Appointment Letters are intended to convey expectations, and are not intended to preclude changes and/or additional tasks from being assigned.

Section 5 - On or about the same time as issuing the Appointment Letters, the University will send GSWs a Family Educational Rights and Privacy Act (FERPA) communication explaining that the student may complete a FERPA release form if they want the Union to receive information about their employment, along with a link to the FERPA release form.

ARTICLE 28: DISCIPLINE & DISCHARGE

Section 1 - No GSW will be disciplined or discharged except with just cause. GSWs may be disciplined up to and including discharge for unsatisfactory performance or misconduct, including but not limited to any violation of University policy.

Section 2 - Prior to issuing a formal disciplinary action, the University will give the GSW the opportunity to provide their perspective on the relevant issues. The Union will be notified of all such opportunities, and be permitted to attend such opportunities with the consent of the GSW.

Section 3 - A GSW is considered to have notice that their conduct could result in discipline or discharge if the conduct violates any provision of the Collective Bargaining Agreement and/or of any written University policy or rule that was in effect and made available to GSWs prior to the violation; or if a reasonable person would expect that such conduct could result in discipline.

Section 4 - Except in cases involving serious misconduct, the University will issue at least one level of discipline that allows the GSW an opportunity to improve. Behavior involving discrimination, harassment, or other serious misconduct may result in the immediate removal of the GSW from their work assignments with or without pay. Such removal shall not replace the University's obligation to investigate and render a final decision based on the results of that investigation. If the University decides to remove the GSW without pay pending further investigation, and the University subsequently decides not to discharge the GSW, the University will promptly issue full back pay.

ARTICLE 29: NO STRIKES OR LOCKOUTS

Section 1 - During the term of this Agreement, or any written extension thereof, the Union, its representatives, agents, and members covered by this Agreement, will not call, instigate, engage or participate in or encourage or sanction any strike, work stoppage, sit-down, slow-down, sympathy strike, picket the home and/or place of business of any University employee or member of the Board of Trustees of the University, or withhold or delay any grades, or academic evaluations.

Section 2 - Any Graduate Student Worker engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge.

Section 3 - In the event that any GSW violates the provisions of Section 1 above, the Union shall immediately inform such GSW through all reasonable means that such action is prohibited under this Agreement and that they should cease such action and return to full, normal, and timely work. The Union shall also distribute to the GSW and the University a written notice, signed by an officer of the Union, that the work stoppage or other violation is not authorized by the Union. Such distribution shall be made within twenty-four (24) hours of the earlier of the date the Union, or one of its officers, officials, or agents became aware of the violation, and the date of notice to the Union from the University that there has been a violation of this Article.

Section 4 - During the term of this Agreement, or any written extension thereof, the University agrees that it shall not lock out any of the GSWs covered by this Agreement.

Section 5 - Nothing herein shall preclude the University or the Union from instituting a federal or state court action to remedy any violation of this Article.

Section 6 - No GSW will be required to take over the duties of any employee in another department or division of the University in the event of a labor dispute there, or by assuming new duties to assist in the operation of a department or division where the employees are on strike.

ARTICLE 30: HEALTH & SAFETY

Section 1 - The University is committed to providing a safe work environment for bargaining unit members. Members of the bargaining unit are strongly encouraged to report any condition they believe is unsafe, and the University will investigate and address any condition found to be unsafe.

Section 2 - The parties agree to comply with all applicable local, state and federal laws pertaining to health and safety, including Occupational Safety and Health Act (“OSHA”) regulations. No GSW shall be subjected to retaliation for making a good faith report or inquiry about a health and safety concern.

Section 3 - A GSW will not be required to work in conditions which pose a clear and imminent danger to their health and safety. The right not to work under such conditions shall not excuse the employee from the performance of work where such work may be performed elsewhere. If a GSW reasonably believes there is a clear and imminent danger in their place of work, the GSW should report the unsafe condition to the University’s Department of Public Safety for evaluation and appropriate follow-up.

Section 4 - The parties agree that any health and safety related concerns may be discussed in the Labor Management Committee.

Section 5 - The University will provide first aid kits in the Public Safety Office on each campus and in other locations as deemed appropriate.

ARTICLE 31 BARGAINING UNIT INFORMATION

Section 1 - Within fourteen (14) days of the start of the Fall and Spring semesters, the University will provide the Union with information including the name, address, University email address, phone number, provided the GSW has not opted out under FERPA. The University will also provide the GSW's assignments and department or program from which the work has been assigned, provided the GSW has signed and submitted to GSAS a FERPA waiver form. Within fifteen (15 days), the University will provide the above information for any GSW who joins the bargaining unit after the beginning of the semester.

Section 2 - When the Union informs the University of errors in said information referred to in Section 1, the University will correct such errors within a reasonable timeframe.

ARTICLE 32: WORK ASSIGNMENTS

Section 1 - Members of the bargaining unit will receive regular work assignments from their department or program thirty (30) days prior to the commencement of the work whenever practicable (e.g. course assignments, details of their assistantship duties, etc.). Assignments will not be withdrawn within seven (7) calendar days from being issued.

Section 2 - The University encourages all persons issuing work assignments to consider any written assignment preferences expressed in advance by the bargaining unit member.

Section 3 - The parties acknowledge that less notice may occur due to particular circumstances that became known within less than thirty (30) days. The parties also acknowledge that assignment preferences will be considered but may not be feasible to grant; and further acknowledge that departments may accommodate requests from individual GSWs to adjust their work assignments. All assignments are within the discretion of the department or program and are subject to the needs of the University.

ARTICLE 33: ACCESS TO RESOURCES

Section 1 - The Parties to this Agreement recognize the importance for members of the bargaining unit to be able to access facilities, equipment, and materials on campus required to perform assigned duties in order to provide Fordham students with a quality classroom experience.

Section 2 - All graduate student workers shall be offered virtual desktop access to University computers as well as access to one or more working computers in their Department, or within reasonable proximity to the Department, necessary for teaching assigned courses. All graduate student workers shall be provided access to the software needed to teach courses in their program, subject to cost, availability, and compatibility of the software with the University's information technology infrastructure. This includes all software licensed by the University made available to all full-time faculty in a GSW's department.

Section 3 - The University shall make available its recorded trainings in addition to ongoing technical support so that graduate student workers can utilize email and cloud storage, E-Learning Platforms, software, and University provided computer hardware through the Office of Faculty Technology Services.

Section 4 - If, with prior approval by the department chair, a member of the bargaining unit is required to purchase materials, equipment, or services, the University shall reimburse such member in a timely manner. No request for materials, equipment, or services required for teaching shall be unreasonably denied.

Section 5 - All GSWs who are required to hold office hours shall be provided access to shared office space on the campus where their course is held, as well as access to private space when needed.

Section 6 - Graduate student workers shall continue to be eligible to attend teacher and pedagogical training workshops offered by Fordham.

Section 7 - Graduate student workers teaching courses shall have access to printing, photocopying, tech support and clerical/administrative support as available in order to prepare for classes and serve students.

Section 8 - Each graduate student worker shall be provided with a copy of, or electronic access to, any existing faculty handbooks, policies, departmental mission statements, guidelines, or procedures that govern their employment and are related to teaching, placing book orders, and submitting grades, and they will be notified whenever they are by the University.

ARTICLE 34: UNION ACCESS

Section 1 - The Union will provide a written list to the Vice President of Human Resources of any bargaining unit members designated to serve as Union Business Agents or Chief Stewards, as well as the CWA Representative assigned to Fordham, and will promptly update such list with any changes.

Section 2 - Designated GSWs serving as Business Agents or Chief Stewards will have reasonable access to the areas where bargaining unit members work for purposes of contract administration; and when acting within their capacity as Business Agent or Chief Steward may reserve meeting space through the University's reservation system for purposes of union activity provided, they adhere to all University policies. The parties agree that any room reservation is subject to cancellation provided the reason is not due to Union activity. GSWs may use the University's email system provided they adhere to all University policies, including the Acceptable Uses of IT Infrastructure and Resources Policy Statement which includes the User Responsibilities and Statement of Prohibited Uses which may be amended from time to time.

Section 3 - The transaction of Union business and any other Union related activity on University property must comply with applicable University policies and procedures and may not disrupt or attempt to disrupt normal operations or any University events.

Section 4 - The University will provide the Union with a physical mailbox which they can use to communicate with bargaining unit members.

Section 5 - The University will make a good faith effort to provide the GSWs serving as Business Agents or Chief Stewards with access to a small, dedicated storage space on each campus, subject to availability.

ARTICLE 35: MANAGEMENT RIGHTS

Section 1 - Management of the University is vested exclusively in the University. Except as otherwise provided in this Agreement, the Union agrees that the University has the right to establish, plan, direct and control the University's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of Bargaining Unit Members; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which Bargaining Unit Members' performance is evaluated; to establish and require Bargaining Unit Members to observe University rules and regulations; to discipline or dismiss Bargaining Unit Members; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine in its sole discretion all matters relating to hiring and retention; to introduce new methods of instruction and other work-related tasks; or to subcontract all or any portion of any operations; to expand and contract the University and its operations and business by acquisition, sale, merger or other means; to establish, modify, combine or eliminate any division, unit, department, operation or service or portion thereof; to require the participation of Bargaining Unit Members in assessments of student learning; to determine all matters related to student performance, including but not limited to, attendance, grading, and performance measurement; and to exercise sole authority on all decisions involving academic matters.

Section 2 - Decisions regarding who is taught, what is taught, how it is taught, and who does the teaching involve academic judgment and shall be made at the sole discretion of the University.

Section 3 - No action taken by the University with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

Section 4 - The above enumeration of management rights set forth in Section 1 above is not exhaustive and does not exclude other management rights not specified herein, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

ARTICLE 36: INDIVIDUAL AGREEMENTS

Section 1- The University shall not solicit or enter into any individual agreement with a GSW covered by this CBA that conflicts with any term or condition of this Agreement without first obtaining written authorization from the Union to do so.

Section 2- The University will not ask any individual GSW covered by this Agreement to sign a written waiver of a statutory right relating to a mandatory subject of bargaining without the Union's authorization.

In Witness whereof, the parties have hereunto set their hands this 6th day of May 2024.

FORDHAM UNIVERSITY

DocuSigned by:

5/15/2024
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Name: Dennis Jacobs
Title: Provost and Senior Vice President for Academic Affairs

COMMUNICATIONS WORKERS OF AMERICA
UNION, LOCAL 1104

DocuSigned by:
Wayne Poole
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Name: Wayne Poole
Title: