

This Settlement Agreement ("Agreement") is entered into by and between Local 2110, UAW ("Union") and Mercy College ("College").

WHEREAS, the Union filed a grievance and demand for arbitration regarding the College's assignment of Saturday work in Student Services and Student Services Support Center in the Bronx and Yorktown campuses, respectively; and

WHEREAS, the parties wish to settle this dispute without proceeding to arbitration;

NOW THEREFORE, the parties agree as follows:

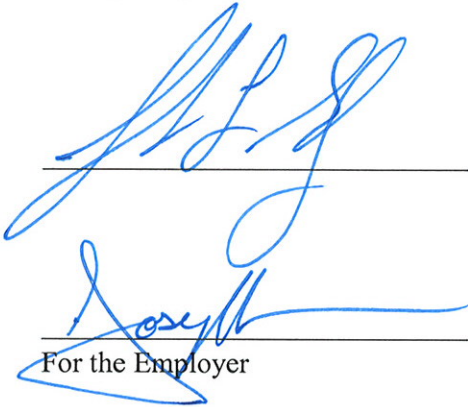
1. When an employee who works in the areas of Student Services and Student Services Support Center, whose regular work week schedule is Monday through Friday, is scheduled to work on a Saturday ("Saturday Extra Hours"), the employee may elect to be paid for time worked or to take a day off during either the week prior to the Saturday, or the week following the Saturday. The employee may only have this choice if, in the week that s/he works Saturday Extra Hours, his/her work week consists of forty (40) hours of work or less. If, in the week s/he works Saturday Extra Hours, his/her work week goes beyond forty (40) hours, s/he will be paid in accordance with Article 9, "Overtime," of the Collective Bargaining Agreement ("CBA").
2. When employees in the areas of Student Services and Student Services Support Center are needed to work Saturday Extra Hours, the College shall follow the following process:
  - a. At least two (2) months prior to the beginning of each calendar quarter, the College shall post or circulate a schedule and allow employees to volunteer for Saturday Extra Hours during that calendar quarter. The College shall award Saturday Extra Hours to volunteers in accordance with seniority, on a rotating basis.
  - b. When, because no volunteers are available, it becomes necessary for the College to require employees to work Saturday Extra Hours during the calendar quarter the College shall, at least one (1) month prior to the beginning of each calendar quarter, post or circulate a schedule of those Saturdays for which no volunteers are available, and allow employees to indicate their preference for Saturday assignments during that calendar quarter. Such preference shall be indicated within five (5) business days of receipt of posting or circulation of such schedule. The College shall then make such Saturday Extra Hours assignments at least two (2) weeks prior to the start of such calendar quarter which reflect employee preferences, in accordance with seniority, on a rotating basis. Should an employee not indicate his/her preference, the College may assign Saturday Extra Hours to that employee as needed, in accordance with seniority, on a rotating basis.
3. Upon request by the Union or the College, there may be a quarterly labor/management meeting to discuss issues of staffing for Saturday Extra Hours for the Bronx location. Such meetings shall be held in the month prior to the start of the next calendar quarter. Such a request must be made to the General Counsel or his/her designee, or, if by the College, to the Union representative or his/her designee. The Union shall be entitled to bring to this meeting one (1) Union representative, one (1) Union steward and

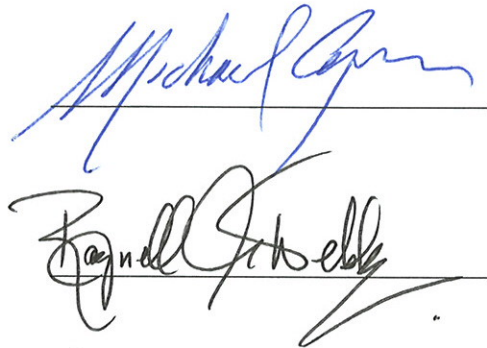
up to two (2) bargaining unit members. The College shall be entitled to bring a Human Resources representative and up to three (3) members of management. The discussion of any item at the aforementioned meetings does not render that matter subject to the grievance and arbitration procedures of the CBA if it would not otherwise be subject to a Grievance or Arbitration under Article 11 or 12 of the CBA. During at least the duration of the current Academic Year (September 2011 through May 2012), Mr. Galgano agrees to be present at any such meeting.

4. The parties have entered into this agreement to avoid the costs and uncertainties of arbitration. This agreement shall not set a precedent or be used by either party in any future arbitration or other legal proceeding, except a proceeding to enforce the terms of this Agreement.

5. For the first calendar quarter, the notice to be provided in accordance with Section 2 (a) will begin on November 15, 2011.

6. Nothing in this Agreement is intended to modify the CBA's definition of work week or the College's right to mandate overtime in accordance with the terms of the CBA.

  
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Joseph  
For the Employer

  
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Michael Galgano

  
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A. Mout

  
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Rosalyn Johnson

\_\_\_\_\_  
For the Union

10/25/11  
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Date