

MEMORANDUM OF AGREEMENT

Local 2110 of the United Auto Workers and Mercy College hereby agree

as follows:

1. Except as modified herein, the parties' March 23, 1999 to September 20, 2001 Agreement shall be extended and remain in full force and effect for three (3) years from October 1, 2004 up and through September 30, 2007.

2. Article 3 - Union Visitation

3D The parties agree the following new schedule of paid steward hours resolves any issues regarding prior accruals and no other paid steward hours are due or owing except as set forth below:

1. Effective January 1, 2005, a bank of 90 paid hours shall be created for use by employee stewards to handle grievances, hold meetings (as otherwise agreed to in the Agreement) attend trainings or seminars, etc.

2. Effective January 1, 2005, and for each month in the calendar year of 2005, an additional 10 hours shall be added to the bank. As of December 31, 2005, all unused hours (including those from 1 and 2 herein) shall be forfeited.

3. Effective January 1, 2006, a bank of 160 paid hours shall be created for use by employee stewards to handle grievances, hold meetings (as otherwise agreed to in the Agreement) attend trainings or seminars, etc. As of December 31, 2006, all unused hours shall be forfeited.

4. Effective January 1, 2007, a bank of 160 paid hours shall be created for use by employee stewards to handle grievances, hold meetings (as otherwise agreed to in the Agreement) attend trainings or seminars, etc. As of December 31, 2007, all unused hours shall be forfeited.

5. No steward may utilize more than 75 steward hours in any one calendar year.

6. Stewards seeking days off must obtain approval from the College, via a Stewards Time Off Request Form to be agreed upon by the parties. Such requests shall not be unreasonably denied by the College.

7. On those occasions when Mercy (outside of the grievance process) seeks and schedules a meeting with an employee steward designated by the Union to attend such meetings, attendance by the employee steward shall be paid without utilizing the bank hours set forth above.

3. Article 7 - Seniority

§D(5) (Modify schedule to read)

- One (1) week after completing introductory period.
- Two (2) weeks after two (2) years of service.
- Three (3) weeks after five (5) years of service.
- Four (4) weeks after eight (8) years of service.
- Six (6) weeks after ten (10) years of service.
- Eight (8) weeks after fifteen (15) years of service.
- Ten (10) weeks after twenty (20) years of service.

Severance payments to be made consistent with regular College pay date timeframes - not as a lump sum. Severance payments end if employee is recalled during the payout period. A recalled employee retains their seniority level for purposes of any future layoffs and severance pay schedule.

D(6) any laid off employee may complete any class they are already attending or registered for where the class is to begin within fourteen (14) days of the layoff date or the semester, and still receive tuition remission.

E(6) recall rights expire six (6) months after layoff or duration of employment whichever is shorter.

4. Article 14 Wage Rates

§A Modify to "3%" and 2004

- §B Modify to "3%" and 2005 -- Remove "retro-active language"
- §C Modify to "3%" and 2006 -- Remove "retro-active language"
- §D Remove and replace with rates established in 2001, Memorandum of Agreement or as subsequently agreed.
- §E Modify to "\$9.50"
- §F Remove.
- §G Remove.

5. Article 15 – Health Insurance

Remove all current language and replace as follows:

- A. Effective March 1, 2005, the employee contribution rates per pay period for the three current Mercy College health insurance plans shall be:

Total Monthly	Health Net POS	EE Per Pay Period Contribution
\$403	<\$30,000	\$33
\$403	\$30 – 45,000	\$39
\$403	> \$45,000	\$45
\$1,056	Family	\$112

(Effective June 30, 2005, the HealthNetPOS rates shall rise to \$40, \$45, \$45 and \$125 respectively, in advance of any increase determined by a percentage increase as applicable under §C below.)

Total Monthly	HealthNet Charter	EE Per Pay Period Contribution
\$350	<\$30,000	\$15
\$350	\$30 – 45,000	\$15
\$350	> \$45,000	\$25
\$917	Family	\$75

Total Monthly	HIP	EE Per Pay Period Contribution
\$313	<\$30,000	\$5
\$313	\$30 - 45,000	\$5
\$313	> \$45,000	\$10
\$766	Family	\$35

- B. The physician co-payment may be raised to a maximum of \$30.00. It is understood that the carrier sets prescription co-payments.
- C. As of July 1, 2005, Mercy shall absorb the first 10% of any increase to the monthly premiums. Employees shall absorb all increases above 10%.
- D. As of July 1, 2006, Mercy shall absorb the first 10% of any increase to the monthly premiums. Employees shall absorb all increases above 10%.
- E. As of July 1, 2007, Mercy shall absorb the first 10% of any increase to the monthly premiums. Employees shall absorb all increases above 10%.
- F. Mercy shall have the right to change carriers to a plan with substantially similar benefits without the approval of the Union.
- G. The College will offer bargaining unit employees health insurance on the first of the month following thirty (30) days of continuous employment.
- H. The College will maintain a dental plan with the same rights as under Section F. Employees are responsible for the full cost of dental insurance.

6. Article 16 - Retirement Benefits

§B Remove and replace with side letter to read:

"Employees who are age 57 or older as of January 1, 2005, and have 15 years work experience with Mercy College by that same date, may receive a stipend of \$1,000 for five (5) years, should they choose to retire by April 30, 2005. Employees, who are selected for layoff prior to April 15, 2005 and are otherwise eligible for the stipend may opt for the stipend in lieu of layoff benefits. No employee shall be

eligible for both layoff benefits and the retirement stipend. The stipend will be paid in its first year upon retirement and subsequently by January 31st of each of the four (4) succeeding calendar years."

7. Article 17 - Tuition Benefits

§A Add to the end of the first paragraph: "All employees seeking tuition remission must file a FAFSA form or may be denied tuition reimbursement. Any TAP or PELL benefits granted shall be counted first towards any tuition remission. All TAP or PELL recipients shall receive 100% of their course and technology fees only paid by the College. Non-TAP/PELL recipients shall receive 50% of their fees paid by the College.

§B Modify last sentence to "spouse and legal dependants (as per New York law) under the age of 36" and eliminate "parents." Also add "Employees are required to provide written proof of the spouse or dependant's relationship to the employee."

§D Modify first sentence to read: "After acceptance in the programs, full-time employees may be admitted to a class in a space available basis to all current graduate programs except Health Science."

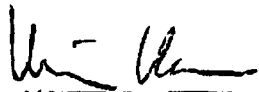
8. Article 20 - Sick Days

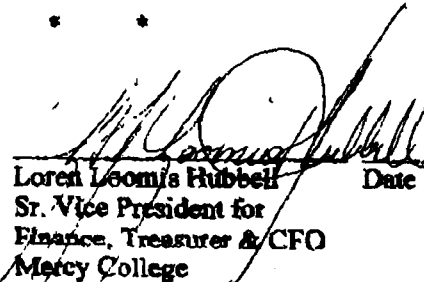
Add language from 2001 Memorandum of Agreement except modify that all employees hired after July 1, 2006 shall receive ten (10) sick days per year.

9. Article 27 - Health and Safety

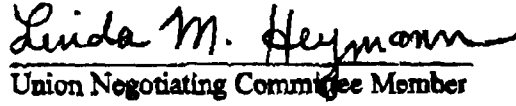
§B Modify to "eight (8)" meetings per year.

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 3/8/05
Maida Rosenstein Date
President
Local 2110, UAW

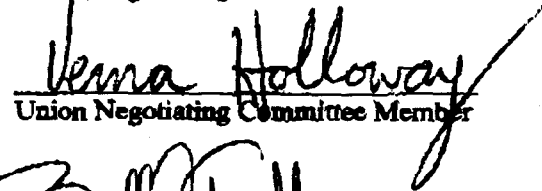
 3/10/05
Loren Loomis Hubbell Date
Sr. Vice President for
Finance, Treasurer & CFO
Mercy College


Union Negotiating Committee Member


Union Negotiating Committee Member


Union Negotiating Committee Member


Union Negotiating Committee Member


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