

MEMORANDUM OF AGREEMENT

Mercy College and the TOP Union, Local 2110, UAW do hereby agree to modify the parties' most recent collective bargaining agreement which had been scheduled to expire on September 30, 2010 as follows. Anything not herein modified shall remain in full force and effect:

ARTICLE 7

SENIORITY

Section D (7) (new)

For a period of 90 days from the date of layoff, Mercy will offer an internal training and a referral package that includes career counseling, resume writing, interview skills and techniques, computer training and other appropriate skills.

Section E (2)

In second sentence after "under such circumstances" add the following "unless recalled to the same job title."

ARTICLE 9

OVERTIME

Second paragraph (new)

The College shall provide reasonable notice of overtime requirements. The College shall first solicit volunteers, but may mandate overtime if there are not enough volunteers or may mandate an individual person to perform overtime when reasonable for the continuation or completion of an assignment.

ARTICLE 14

WAGE RATES

A. Effective within thirty days after the signing of this Agreement, the College will pay a 3 percent (3%) increase retroactively to all presently employed bargaining unit employees based on their annual salary who were on the payroll and eligible to receive an increase in October of 2010. Employees who were hired by June 30, 2010 were eligible to receive an increase effective October 1, 2010.

B. The College will pay a 3.0 percent (3.0%) increase to all bargaining unit employees based on their annual salary who are on the payroll and eligible to receive that increase October 1, 2011. Employees who were hired by June 30, 2011 are eligible to receive the increase effective October 1, 2011.

C. The College will pay a 3.0 percent (3.0%) increase to all bargaining unit employees based on their annual salary who are on the payroll and eligible to receive that increase October 1, 2012. Employees who were hired by June 30, 2012 are eligible to receive the increase effective October 1, 2012.

D. The minimum and maximum hiring rate for each grade are established as follows:

Clerical	
Grade 1	18,000 - 24,300
Grade 2	18,540 - 25,029
Grade 3	19,282 - 26,994
Grade 4	20,053 - 29,077
Grade 5	21,050 - 31,583
Grade 6	22,319 - 34,595
Grade 7	23,881 - 38,210
Technical/Professional	
Grade 4	25,000 - 38,749

Grade 5	26,250 - 41,999
Grade 6	27,824 - 45,911
Grade 7	29,773 - 50,613
Grade 8	32,144 - 56,770

E. Part-time starting salary will be \$9.50 per hour.

F. Individuals promoted, which shall be defined as a change in grade level, shall receive the increase granted with the promotion or a 5% increase per grade, whichever is higher (but not both).

ARTICLE 15

HEALTH INSURANCE

A. Effective the first full month after ratification of this Agreement, eligible collective bargaining members who appropriately choose to be covered under one of the College's health insurance plans shall pay for their health insurance coverage as follows under the current available health insurance plans:

HIP -- 5% of the monthly premiums for single and 8% for family coverage. Effective July 1, 2012, employee contributions shall be 8% for either single or family coverage for bargaining unit employees with a salary at or below \$30,000 and 10% for those with a salary above \$30,000. Effective July 1, 2013, employee contributions shall be 10% for either single or family coverage.

EPO -- 13%/17%/21% respectively for single coverage (based on salary of under \$30,000, \$30,000 to \$45,000 and over \$45,000) and 20% for family coverage regardless of salary level. Effective July 1, 2012 and July 1, 2013, any increase in the gross dollar cost for this coverage shall be shared equally by both the employee and Mercy College.

POS -- the same percentage contribution as paid by non-bargaining unit employees

B. Mercy shall have the right to change carriers to a plan with substantially similar benefits without the approval of the Union.

C. The College will offer bargaining unit employees health insurance coverage on the first of the month following thirty (30) days of continuous employment.

D. The College will maintain a dental plan with the same rights as under Section B. Employees are responsible for the full cost of dental insurance.

E. Domestic partnership benefits are presently provided for in the existing health plan and refer to the terms of the Plan for the specific statement of benefits and rules governing receipt. This change will not be construed to impose an obligation to continue such benefit.

ARTICLE 26

SUMMER HOURS

Regular employees hired prior to the signing of this contract will be eligible to take off the Friday before Memorial Day and seven Summer Days between May 1 and Labor Day as approved by their supervisor and consistent with business needs.

Regular employees who are hired on or after the signing of this contract will be eligible to take Summer Days as outlined in the schedule below:

The Friday before Memorial Day and:

After 1 full year of service	1 day
After 2 full years of service:	2 days
After 3 full years of service:	3 days
After 4 full years of service:	4 days (Maximum)
As approved by their supervisor and consistent with business needs	

Employees shall submit their selected Summer Days off in writing to their Department Manager by 5:00 p.m. on April 1. Department Managers shall approve selections in the following order: the most senior bargaining unit employee in the Department shall first select her/his Summer Days off, followed by the next most senior employee and so on.

The College reserves the right to determine the necessary amount of staff required for each location during the Summer period and may also require that up to three of the Summer Days selected by an employee be switched to alternative Summer Days during the period, provided that employees' requests for particular Summer Days are not unreasonably denied and that it complies with the above paragraphs.

It is understood that where there is a regular and continuous past practice of bargaining unit members working Saturdays or Sundays during the summer period (e.g., Health Sciences Department), this may continue as it has in the past. However, in no event shall the College schedule Saturdays or Sundays as work days for a bargaining unit member during the period of May 1 through Labor Day due to an individual being granted a Friday or Monday off as a Summer Day under this Article.

These Summer Days shall be in addition to the employee's entitlement to personal days and vacation time. Previously approved requests for personal days or vacation time shall not be altered as a result of the Summer Days off schedule without the consent of the employee whose time off has been approved.



ARTICLE 38

DURATION

Change dates to October 1, 2010 and September 30, 2013

In addition to the specific language changes as set forth above, by signing this MOA, the Union and Union bargaining committee members hereby recommend that the MOA be ratified by the union membership. The Union and bargaining committee members will withdraw and will not file any other unfair labor practice charges alleging any improper behavior by the College in regard to the negotiation process or providing of information requested by the Union. Finally it is agreed the Union shall make its best efforts to hold its ratification vote on or before August 5, 2011.

* * * * *

FOR MERCY COLLEGE

Kimberly R. Cline 8/5/11
Dr. Kimberly R. Cline (date)
President

FOR TOP Union, Local 2110 UAW

[Signature] 8/4/11 (date)
[Signature] 8/8/11 (date)
[Signature] (date)
____ (date)
____ (date)
____ (date)
____ (date)
____ (date)