

## Memorandum Of Agreement

This Memorandum of Agreement is intended to modify the collective bargaining agreement between Mercy College and Local 2110 of the United Auto Workers dated October 1, 2010 through September 30, 2013 as follows:

1. Length of Agreement

- a. Collective Bargaining Agreement between Mercy College and UAW Local 2110 shall be in force from execution of this MOA through September 30, 2017.

2. Article 2 (Union Security)

- a. All Union employees shall be paid on a semi-monthly basis effective the nearest full payroll following thirty (30) days' written notice by the College to the Union.

3. Article 14 (Wage Rates)

- a. Four-year agreement with across the board increases as follows:

- i. Year 1: 3.00% increase effective nearest full payroll to Oct 1, 2013
- ii. Year 2: 3.00% increase effective nearest full payroll to Oct 1, 2014
- iii. Year 3: 3.00% increase effective nearest full payroll to Oct 1, 2015
- iv. Year 4: 3.00% increase effective nearest full payroll to Oct 1, 2016  
(eligibility for raise each year as per current CBA language)

(Any retroactive payments shall be made by the second full payroll following ratification of the MOA)

- b. For those employees working in the Coordinator position who earn under \$28,000 after the October 1, 2013 increase, they shall receive a \$3000 raise effective September 30, 2014 and then receive the increase scheduled for October 1, 2014.

(eligibility for raise each year as per current CBA language)

(Any retroactive payments shall be made by the second full payroll following ratification of the MOA)

- c. For those employees working in the Counselor position who earn less than \$32,000 after the October 1, 2013, they shall receive a \$2000 raise effective September 30, 2014 and then receive the increase scheduled for October 1, 2014.

(eligibility for raise each year as per current CBA language)

(Any retroactive payments shall be made by the second full payroll following ratification of the MOA)

- d. Effective October 1, 2014, for any full-time employee who earns less than \$28,000 after receiving their first across the board increase pursuant to 3 (a) above, their salary shall be raised to \$28,000.
- e. For those full-time employees earning below \$31,000 after receiving the October 1, 2014 raise, they shall be raised to \$32,000 on October 1, 2014 but not if they received the \$3000 increase as per 3(b) above or will be eligible for an increase under 3(d).
- f. For those full-time employees earning below \$32,000 (but above \$31,000) after receiving the October 1, 2014 raise, they shall be raised an additional \$1000 raise on October 1, 2014 but not if they received the \$3000 increase as per 3(b) above or will be eligible for an increase under 3(d).
- g. For those full-time employees on October 1, 2014, who do not receive an increase under 3(b-f) above, they shall receive a one-time additional payment of \$300 and a pro-rated amount for part time employees.
- h. Retroactive payments under 3(a) and payments under 3(g) shall be paid in a separate check from the regular payroll check.
- i. Effective October 1, 2014, no full-time employee hired into the counselor title will be hired at less than \$32,000 annually.

4. Article 15 (Health Insurance)

- a. All Union employees who participate in the HIP Health Care Plan shall be responsible for 10% of the total cost of the plan effective the first full payroll after ratification (or implementation) of this proposal. The 10 % shall remain in effect up and through June 30, 2016 at which time it shall rise to 12.5%. Effective July 1, 2015, those Union employees who elect, voluntarily, to participate in any other health care plan available at the College, shall be responsible for the same percentage of costs, deductibles and/or contributions for which all non-bargaining unit members are responsible. All rates shall be determined by the College's negotiations with the carriers and any changes in rates or coverage will be communicated to the Union at least fifteen (15) days prior to them taking effect.

b. In the event of the implementation of State, Federal or Local law which creates any mandate regarding health insurance coverage, the parties agree to meet and negotiate over any such changes but the Employer reserves the right to implement any change in advance of said negotiation ( or an agreement reached pursuant to it) where necessary to avoid a financial penalty which would result from non-compliance with the law even if such changes may cause a change in carrier, monthly cost, deductibles or any other change in coverage for bargaining unit employees. Following any unilateral action by the College to comply with the implementation of state, Federal or Local Law, the College will provide notice to the Union and the employees 30 days in advance of implementation of any measures that will affect health coverage and/or cost to the employee.

5. Withdrawal of claims – The Union shall withdraw with prejudice all pending unfair labor practices pending before the National Labor Relations Board. The Union shall withdraw with prejudice the arbitration alleging Coordinators are performing Counselor work. The parties agree that the grievances involving the discharge of Michael Rivera, the alleged downgrading of bargaining unit positions and alleged violation of reporting ratios shall be subject to arbitration but the Parties further agree that they shall meet to discuss resolution of these matters within 30 days of this MOA being ratified and that if no resolution is reached at said meeting, the timelines for filing for arbitration shall be twenty (20) calendar days after the meeting. The Union acknowledges there are no other pending grievances filed against the College as of the signing of the MOA.

FOR MERCY COLLEGE

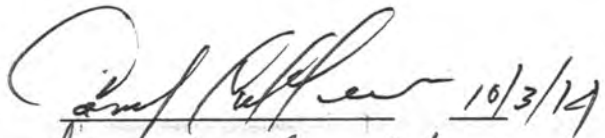
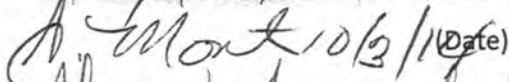
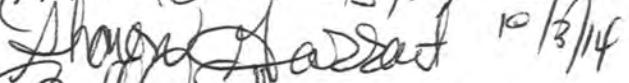

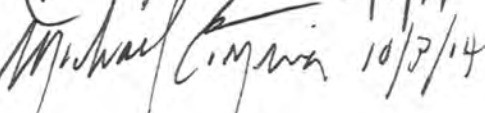

FOR TOP Union, Local 2110 UAW



President Timothy Hall

10/3/14

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