

# Memorandum of Agreement

The following Memorandum of Agreement (“Agreement”) reflects the modifications to the Collective Bargaining Agreement (“CBA”) between Mercy College (“the College” or “the Employer”) and Technical, Office and Professionals Union, Local 2110, UAW (“the Union”), which expired on September 30, 2017.

## Article 7 Section D (5)

Modify schedule to read:

One week	after introductory period through 2 years
Two weeks	after 2 years
Three weeks	after 3 years
Four weeks	after 4 years
Five weeks	after 5 years
Six weeks	after 6 years
Seven weeks	after 7 years
Eight weeks	after 8 years
Nine weeks	after 9 years
Ten weeks	after 10 years
Fifteen weeks	after 15 years
Twenty weeks	after 20 years

## Article 14: Wage Rates

Delete current CBA in its entirety and replace with:

A. The College will pay a 2% increase or \$900<sup>1</sup> increase (whichever is greater) effective the nearest payroll to October 1, 2017 to all bargaining unit employees based on their annual salary who were on the payroll and eligible to receive an increase in October of 2017. Employees who were hired by June 30, 2017 are eligible to receive an increase effective October 1, 2017.

B. The College will pay a 2% increase or \$900 increase (whichever is greater) effective the nearest payroll to October 1, 2018 to all bargaining unit employees based on their annual salary

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<sup>1</sup> Part time employees shall receive a pro rata share of any increases set forth herein if they are otherwise eligible for the increase.

who were on the payroll and eligible to receive that increase October 1, 2018. Employees hired by June 30, 2018 are eligible to receive the increase effective October 1, 2018.

C. The College will pay a 2.5% increase or \$900 increase (whichever is greater) effective the nearest payroll to October 1, 2019 to all bargaining unit employees based on their annual salary who were on the payroll and eligible to receive that increase October 1, 2019. Employees who were hired by June 30, 2019 are eligible to receive the increase effective October 1, 2019.

D. Effective the first full payroll period after ratification, for those full-time employees who were employed at the College at the time of the ratification of this Agreement and who earn less than the minimum salary in their grade shall be raised to the minimum salary in accordance with their grade:

Grade 1	\$27,300
Grade 2	\$29,000
Grade 3	\$33,150
Grade 4	\$36,268
Grade 5	\$43,552
Grade 6	\$52,226

E. Effective the first full payroll period following ratification, for those full-time employees who were employed at the College at the time of the ratification of this Agreement in the SSSC Coordinator position who earn under \$29,500 after the October 2017 increase, shall be brought to \$29,500.

F. Effective the first full payroll following ratification, for those full-time employees who were employed at the College at the time of the ratification of this Agreement in the SSSC

Counselor position who earn less than \$33,500 after the October 2017 increase shall be brought to \$33,500.<sup>2</sup>

G. Effective the first full payroll following October 1, 2018, for those full-time employees who were employed at the College at the time of the ratification of this Agreement and earn less than the twenty-fifth percentile for their grade, after the October 1, 2018 increase, shall be brought to forty percent of the twenty-fifth percentile:

Grade 1	\$28,160
Grade 2	\$30,330
Grade 3	\$34,720
Grade 4	\$39,074
Grade 5	\$46,175
Grade 6	\$55,359

H. Effective the first full payroll following October 1, 2019, for those full-time employees who were employed at the College at the time of the ratification of this Agreement and earn less than the twenty-fifth percentile for their grade, after the October 2019 pay increase, shall be brought to 100 percent of the twenty-fifth percentile.

Grade 1	\$29,450
Grade 2	\$32,325
Grade 3	\$37,074
Grade 4	\$41,708
Grade 5	\$50,050
Grade 6	\$60,060

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<sup>2</sup> The parties agree to a pay adjustment effective the first full payroll after ratification as reflected in a side letter between the Union and Mercy College.

I. The new grades for bargaining unit positions (with the designation of jobs in the grades as set forth in the charts sent to the Union on December 2, 2017 and attached herein as Schedule A) shall be effective the first full payroll following ratification, and their hiring ranges shall be as follows:

Minimum		100 <sup>th</sup> percentile of Grade
Grade 1 \$27,300	--	\$37,200
Grade 2 \$29,000	--	\$42,780
Grade 3 \$33,150	--	\$49,198
Grade 4 \$36,268	--	\$58,028
Grade 5 \$43,522	--	\$69,634
Grade 6 \$52,226	--	\$83,652

**Article 15: Health Insurance (Section A)**

Delete the first two sentences and replace with:

All Union employees who participate in the HIP/Emblem Health Care Plan shall contribute 12.5% of the total cost of the plan for the duration of the contract.

**Article 17: Tuition Benefits (Sections A and D)**

The Registration Fee (inclusive of the former technology fees) for employees shall be waived effective January 1, 2018.

Fees which have been historically paid for by employees, shall continue to be paid for by employees.

**Article 23 (new paragraph) New York State Paid Family Leave Act**

Employees shall receive leave under the New York State Paid Family Leave Act (“NYSPFL”) consistent with the law. Mercy College shall pay the employee contribution of the NYSPFL for January 1, 2018 through January 1, 2019. Effective January 1, 2019, employees shall pay 50% of the total NYSPFL contribution via a payroll deduction. Effective January 1, 2020, employees shall pay 100% of the total NYSPFL contribution via a payroll deduction.

**Article 27: Health and Safety Committee**

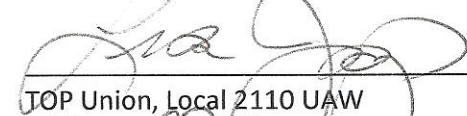
Modify Section B to require one union representative for each group of 50 collective bargaining members. The Union Chair shall also become a member of the Committee and each member of the Committee shall be granted up to 8 hours each per CBA term to participate in training by the Union.

**Article 38: Duration**




Modify to read: commencing on October 1, 2017 and ending September 30, 2020.

  
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MERCY COLLEGE  
President Timothy Hall

2/8/18  
DATE

  
\_\_\_\_\_  
TOP Union, Local 2110 UAW

2/9/18  
DATE

2/9/18  
2/9/18  
2/9/18

## SCHEDULE A - - LIST OF CURRENT JOB TITLES AND GRADES

(The specification of job titles herein shall not preclude the addition of newly created titles in the future.)

### **Grade 1:**

Administrative Assistant I  
DASA Clerical Assistant  
Media Services Coordinator  
Receptionist

### **Grade 2:**

Administrative Assistant II  
Administrative Assistant USDOE Access<sup>3</sup>  
Collaboration, STEM  
SSSC Coordinator  
Assistant Lab Manager, Biology  
Customer Service Coordinator  
Circulation Desk Supervisor

### **Grade 3:**

Admin Assistant III  
Library Assistant  
Physician Assistant/Administrative Assistant  
Administrative Assistant, PHAS  
Administrative Assistant, ES  
Administrative Assistant, SHNS  
Administrative Assistant, CCRO  
Administrative Assistant, Upward Bound Clinic  
Administrative Assistant, Speech and Hearing  
Accounts Payable Specialist  
SSSC Counselor  
Administrative Coordinator, Biology  
Assistant Lab Manager, Biology  
Coordinator, Enrollment Services  
Research and Grants Coordinator  
Sr. Chemistry Lab Assistant  
SSBS Coordinator

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<sup>3</sup> It is understood that the Administrative Assistant USDOE Access is currently filled by an Administrative Assistant II. This does not preclude the College, when filling an opening for the role, from hiring an individual as Admin Assistant USDOE at Grade I if the duties are reflective of an Admin Assistant 1. The same would apply to other department specific positions where the base title (i.e. Admin Assist) may exist in several Grades.

**Grade 4:**

Admin Assistant IV  
Admissions Recruiter  
PACT Counselor  
COP/HEOP Counselor  
HEOP Counselor  
COP/SSSP Counselor  
Counselor, Career and Professional Development  
Counselor, Financial Aid Systems Management  
Counselor, Student Accounts (Fin. Aid Systems Mgmt.)  
Counselor, McNair  
FASM Counselor  
PACT Mentor  
Graduate Admissions Counselor  
Enrollment Services Counselor  
SSSP Counselor  
Resident Director  
Senior Lab Assistant, School of Health and Natural Sciences  
Sr. Enrollment Services Counselor  
STEP Coordinator  
Student Life Specialist  
Testing Coordinator

**Grade 5**

ACCESSibility Specialist  
Accountant  
Assistant to the Dean  
Laboratory Manager  
Music Studio Manager  
Senior Career Specialist  
Staff Accountant  
Technology Manager

**Grade 6**

Senior Graphic Designer