


**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
MERCY COLLEGE AND LOCAL 2110 OF THE UAW**

The parties agree to resolve their dispute in connection with Article 26 Summer Hours of the Collective Bargaining Agreement as follows:

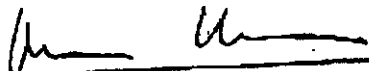
- ~~1. The College shall have the right to remain open on Summer Fridays in 2007.~~
2. Each bargaining unit employee shall be entitled to nine (9) Fridays off as summer hours during the period of May 21 through August 31, 2007, including the right to at least one Friday off as part of a long holiday weekend, (Memorial Day weekend, July 4 week, or Labor Day weekend).
3. These nine (9) 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 Fridays off schedule without the consent of the employee whose time off has been approved.
- ~~4. Employees shall submit their selected Fridays off in writing to their Department Manager by 5 pm on May 21. Department managers shall approve selections in the following order: the most senior bargaining unit employee in the department shall first select a long holiday weekend, followed by the second most senior employee and so on. After each bargaining unit employee has had the opportunity to select a holiday weekend, the most senior employee shall select her/his remaining eight Fridays off, followed by the next most senior employee and so on.~~
5. The College reserves the right to determine the necessary amount of staff required for each location on Fridays during the Summer period and may also require that up to three of the nine Fridays selected by an employee be switched to alternative Fridays during the period, provided that employees' requests for particular Fridays are not unreasonably denied and that it complies with 2-4 above.

6. 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 21 through August 31, 2007 due to an individual being granted a Friday off under this MOA.

7. This agreement does not set a precedent and cannot be relied upon by either party in future proceedings except in any proceeding to enforce this agreement. The parties agree that any disputes concerning the implementation or interpretation of this agreement shall be initiated at the third step of the grievance and arbitration procedure. In the event that the dispute is unresolved, the parties agree to submit the matter to arbitration before whichever of the following three arbitrators has the earliest mutually acceptable hearing date: Daniel Brent, Robert Douglas, Bonnie Sber Weinstock.


 Wayne Webb
 Director of Human Resources
 Mercy College

May 11, 2007
 Date


 Malda Rosenstein
 President
 TOP, Local 2110 of the UAW

May 10, 2007
 Date