## 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:

- 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 26 summer hours during the period of May 2% 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 steff 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.

- the is understood that where there is a regular and continuous past practice of bargaining unit members working Saturdays or Sundays during the auriment 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 22 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 erbitration 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, Bosnie Siber Weinstock.

Wayne Webb

Director of Human Resources

Mercy College

May 11,0007

Maida Rosenstein

President

TOP, Local 2110 of the UAW

Um 10, 2007

Date