

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MERCY COLLEGE

AND

**TECHNICAL, OFFICE AND PROFESSIONAL UNION, LOCAL 2110,
INTERNATIONAL UNION, AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS, AFL-CIO**

March 23, 1999

TO

September 30, 2001

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AGREEMENT made and entered into this 23rd day of March, 1999, by and between Mercy College at 555 Broadway, Dobbs Ferry, New York 10522 (hereinafter referred to as "the College"), and Technical, Office and Professional Union, Local 2110, International Union, Automobile, Aerospace and Agricultural Implement Workers, AFL-CIO, with its offices at 113 University Place, 5th floor, New York, New York 10003-4527 (hereinafter referred to as "the Union"), acting herein on behalf of the employees of the College, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as "the Employees."

WITNESSETH:

WHEREAS the College recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided, and

WHEREAS, it is to the intent and purpose of the parties hereto that this Agreement promote and improve the mutual interests of the Employees of the College as well as of its students and to avoid interruptions and interferences with services to students and to set forth herein their agreement covering rates of pay, hours of work and conditions of employment,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION - THE COLLECTIVE BARGAINING UNIT

A. The College recognizes the Union as the sole and exclusive collective bargaining representative of all full-time and regular part-time non-professional employees employed by Mercy College at its location in and around the metropolitan New York, New York area.

B. All other employees, including faculty, managerial, confidential employees, temporary employees, guards and supervisors as defined in the National Labor Relations Act, as amended, are expressly excluded from the bargaining unit covered by this Agreement.

C. The words "employee" or "employees" as used in this Agreement shall refer only to the individuals employed in the classifications set forth in paragraph A. above.

D. The words "regular full-time employee" shall refer only to an employee who regularly and customarily is scheduled to work at least thirty-five (35) or more hours per week on a year-round basis.

E. The words "regular part-time employee" shall refer only to an employee who regularly and customarily is scheduled to work at least eight (8) but less than thirty-five (35) hours per week on a year-round basis.

F. (1) A "temporary employee" is one who is hired for a period of up to ninety (90) days and is so informed at the time of hire and (a) who is hired for a special project or (b) to replace a unit employee who is on vacation or sick leave or on any contractual leave of absence provided herein.

(2) The ninety (90) day period may be extended up to an additional ninety (90) days.

(3) A "temporary employee," as defined herein, shall not be covered by the terms and conditions of this Agreement during his/her period of temporary employment.

(4) Upon the return of the temporarily replaced unit employee or the expiration of the temporary employment, the College may either terminate the temporary employee or retain the temporary employee in a unit classification. In the event the employee is retained, he¹ shall be covered by the terms of this Agreement including Article (6) Introductory Period, in the same manner as all newly hired regular full-time or regular part-time employees.

¹ Any reference to "him", "his", "her", "hers", is intended to include both genders.

ARTICLE 2

UNION SECURITY

All employees already employed as of the signing of this Agreement who have joined the Union shall maintain their membership in good standing as a condition of employment. All employees already employed as of the signing of this Agreement who have not joined the Union shall not be required to do so and will be given the choice to decline or accept Union membership. Employees who choose not to join shall not be required to pay dues or fees to the Union.

All employees hired after the signing of this Agreement must join the Union within thirty (30) calendar days of beginning their employment and shall maintain their membership in good standing as a condition of employment.

The College will deduct Union dues and fees and remit such monies to the Union on a monthly basis. Employees must sign a payroll deduction waiver in order for the College to deduct any such funds.

The College shall provide the Union with a monthly list of new hires, terminations, transfers, layoffs and promotions. The list will only apply to bargaining unit positions.

The new hire list will contain the following: name, address, home telephone #, social security, level, title, salary, date of hire. department/campus/site.

ARTICLE 3

UNION VISITATION

A. The duly authorized representative of the Union may enter the College's premises at reasonable times during working hours to confer with the College, Director of Personnel or designee. Union delegates and/or unit employees for the purposes of administering this Agreement. However, such representatives shall first call the DP or his designees to make mutually convenient arrangements for the visit.

B. A Union representative who wishes to meet with an employee on work time must provide the name to the Director of Personnel or designee. These meetings shall be limited to 30 minutes for handling a grievance or issue slated for arbitration. The College will require a minimum of 48 hours notice for such scheduled meetings. The parties must reach a mutually agreeable time and location for such meetings.

C. The Union representative shall, during the course of a visit, so conduct himself as not to cause any interference with the operations of the College.

D. A union delegate may be released from his duty to confer with the Union representative at a time mutually convenient to the College, employee and union representative. All such meetings shall not be unduly prolonged and shall not in any event exceed 60 minutes unless a greater time period is expressly authorized by the DP or his designee. In addition, all such conferences shall take place in a non-work area of the College. The Union shall notify the College in writing of its delegates and the College is under no obligation to recognize any employee as a delegate unless so identified by the Union. A maximum of two union representatives may attend

at any grievance proceeding. A total of 10 hours per month of the delegates' time in any of these meetings shall be paid. Hours not used shall be carried forward into the next month.

E. The Union may schedule up to 4 meetings per calendar year with a time duration of 60 minutes, scheduled to end before 8:30 a.m. or to begin after 5:30 p.m. The College will attempt to release bargaining unit employees who are working before 8:30 a.m. or after 5:30 p.m. while maintaining department coverage. Up to two of these meetings per calendar year may be conducted during employee lunch hours. No meetings shall be held seven (7) days before or after the beginning of a term, or fourteen (14) days before or after the beginning of the fall semester.

F. The rules and practice of Mercy College shall govern all employee rights to solicit during their actual working hours or in working areas of the College.

G. The College shall provide bulletin boards in reasonably accessible locations for Union notices at the main and branch campuses and extension centers. No notices which are derogatory to the College shall be posted.

ARTICLE 4

MUTUAL RESPECT AND DIGNITY

All employees are entitled to be treated with respect and dignity at all times. Where there is a need for discussion over issues, all parties agree that these discussions will be conducted in a professional manner. Employees shall not be subject to requests that are entirely personal in nature and outside of normal job tasks of that position.

ARTICLE 5

MANAGEMENT RIGHTS

A. In order to operate its business, the College retains the exclusive right to manage the business, to direct and control the College and its work force, and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised, including but not limited to the following:

The right to hire, promote, demote, layoff and assign; transfer from one job classification to another; suspend, discharge and discipline employees for cause, select and determine the number of its employees; direct and schedule the working force, determine when overtime shall be worked, and the right to install or remove equipment, to discontinue the operation of the business by sale or otherwise, in whole or in part at any time, to determine the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the College; to increase the number of work shifts and their starting and ending times; to determine the size of work stations and the work duties of employees; to promulgate and enforce rules and regulations; to require that duties other than those normally assigned be performed; to change, combine or abolish job classifications and to determine job content and qualifications; and to set standards and methods of evaluation; to discontinue, or reorganize or combine any department or branch of operations with any consequent reduction or other changes in the working forces; to introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in

addition, the ordinary and customary functions of management, except as specifically abridged, altered or modified by the terms of this Agreement.

B. With respect to increasing the number of work shifts and their starting and ending times and with respect to changing, combining or abolishing job classifications or introducing new technology, the College agrees that 30 calendar days notice shall be given to the Union.

C. Any of the rights, powers, or authority of the College previously enjoyed or exercised are retained by the College and may be exercised, except those specifically abridged or modified by this Agreement. None of these rights shall be exercised in an arbitrary or capricious manner.

D. Upon 60 calendar days notice to the Union, the College shall have the right to subcontract outside the bargaining unit any and all work performed by bargaining unit employees.

ARTICLE 6

INTRODUCTORY PERIOD

A. All regular full-time and all regular part-time employees who are hired on or after the effective date of this agreement, whether or not previously employed by the College and regardless of whether they are members of the Union, shall be subject to an introductory period and shall be deemed introductory employees for sixty (60) work days. An additional thirty (30) calendar day extension may be implemented with written notice to the employee and the union with stated reasons for the extension. Benefits will be offered on the first day of the calendar month, as consistent with insurance policies, once the entire introductory period is completed. (This includes thirty (30) calendar day extension.)

B. Days lost from work for any reason during the introductory period shall not be counted as employment for the purposes of computing the introductory period.

C. Seniority shall not accrue to introductory employees during the introductory period. However, at the successful completion of the introductory period, the employees' seniority shall be considered to commence on the first day worked after hire.

D. Notwithstanding any other provision of this agreement, the College may at any time during the end of the introductory period, lay-off, discharge, or discipline introductory employees at its sole discretion, with or without just cause. No claim may be made by the Union or any introductory employees that the lay-off, discipline or discharge, was improper. Moreover, the College's action with respect to such introductory employees shall not be subject to grievance or arbitration provisions of this agreement.

ARTICLE 7

SENIORITY

A. Definition:

Seniority shall be defined as the employee's length of continuous service with the College in the bargaining unit commencing with the date and hour on which the employee began to work after last hired.

B. Accrual of Seniority:

1. Seniority shall not accrue to introductory employees during the introductory period. However, at the successful completion of the introductory period, the employee's seniority shall be considered to commence from the date first worked after hire.

2. Seniority shall accrue and not be lost during an employee's vacation, all approved paid and unpaid leaves of absence and state or federal leaves provided by law, provided the employee returns to work immediately following the expiration of such leave in accordance with the provisions of Articles 23-25 herein.

3. Temporary employees as defined in Article 1 (Recognition-The Bargaining Unit) shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a regular full-time or regular part-time employee as defined in Article 1, his seniority shall relate back and be retroactive to the date of employment as provided in paragraph A above.

4. Regular part-time employees shall accrue bargaining unit seniority on a pro rata basis.

C. Loss of Seniority:

An employee shall lose his accumulated seniority and seniority shall be broken for any of the following reasons:

1. If the employee voluntarily resigns.
2. If the employee is discharged for just cause.
3. If the employee fails to notify his supervisor of his intent to return to work within three (3) days after the receipt of written notice of the recall sent to the last address on record by the College, or fails to report to work within fourteen (14) days after the receipt of notice.
4. If the employee is on layoff which either extends (a) in excess of six (6) consecutive months, or (b) for a period longer than the employee's length of service, whichever is less.
5. If the employee fails to report to work at the expiration of a leave of absence pursuant to this Agreement.
6. Employees holding a second (or third) job outside of their employment with the College, prior to the inception of their leave, may continue with said employment without otherwise violating this Section so long as the employee does not increase their hourly commitment to the outside employment, or alter those work hours to conflict with their prior scheduled work hours with the College.
7. If the employee is absent as a result of illness, accident or injury on the job for a period equal to the employee's length of continuous service up to but not exceeding six (6) months.
8. If an employee is rehired within six (6) months of his/her resignation, the employee will be credited with past seniority.

D. Layoffs:

In the event the College desires to reduce its staff by laying off employees, it shall do so by a job classification and departmental goals in the following manner:

1. Temporary employees followed by introductory employees within the department the College desires to reduce staff, shall be laid off without regard to their individual periods of employment.

2. If a further reduction of personnel in a department is needed and regular employees considered for the layoff are relatively equal or equally qualified, the one who is least senior shall be laid off. An employee who can perform the duties of a position with no more than six weeks training shall be deemed equally qualified.

3. In the event employees are scheduled to be laid off in one department and there exists a vacant position(s) in another department which the employee(s) has or have the ability to perform, such vacant position(s) shall be offered to employee(s) scheduled to be laid off in accordance with their bargaining unit seniority. In such circumstances, the employee will be subject to the introductory period set forth in Article 6, except that if the employee does not satisfactorily perform, he shall resume his laid off status.

4. Laid off employees will not have to pay for used but unearned vacation. Laid off employees will be paid for all accrued but unused vacation time.

5. **Layoff Severance:**

In the event of a layoff, employees will be eligible for the following severance:

- One (1) week after two (2) years of service.

- Two (2) weeks after four (4) years of service.
- Three (3) weeks after five (5) years of service.
- Four (4) weeks after eight (8) years of service.
- six (6) weeks after ten (10) years of service.
- eight (8) weeks after fifteen (15) years of service.
- ten (10) weeks after twenty (20) years of service.

E. Recall:

1. Whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled in reverse order in which they were laid off.
2. If a vacancy occurs in a job classification where no employees in that classification have recall rights, laid off employees in other classifications shall be offered the position in accordance with their accumulated bargaining unit seniority within their department provided such employee(s) has or have the requisite ability to perform the work or may gain such ability with six (6) weeks of training. If an employee is recalled under such circumstances, he shall be subject to the introductory period set forth in Article 6, except that if the employee does not perform satisfactorily, he shall resume his laid off status.
3. Introductory employees who have been laid off have no recall privileges.
4. A part-time employee on lay-off shall have recall rights to a full-time position only if he agrees to the required full-time schedule of hours on the shift in question.
5. Temporary employees shall have no recall privileges.

F. Employee Addresses:

It shall be the responsibility of the employee to keep the College informed of his current address and telephone number and to notify the College at once, in writing, of any change thereof.

G. Transfers and Promotions:

1. Consistent with past practice and the removal of salary from the posting, when a vacancy in a bargaining unit job occurs, employees within the College shall be considered prior to outside applicants. Vacancies will be posted internally for five (5) days at each campus and extension center before advertising externally unless the position must be filled immediately and then posting and advertisement will run concurrently. Postings shall contain the level, grade, department, title, schedule of hours, location and a brief description of duties and required qualifications. Copies of all postings will be sent monthly to the Union although failure to do so is not tantamount to a failure to post notice of vacancies as otherwise required by this section. Employees must submit an updated resume and cover letter to the Department Head or as otherwise directed in the posting when applying for a position. The College will offer the position to the individual who is best qualified on the basis of the actual requirements of the position. In the event that two (2) applicants' qualifications are relatively equal, seniority shall prevail.

2. An employee who is promoted shall serve an introductory period of twenty-five (25) working days on the new job. If he is removed from the new job during the introductory period, he shall be returned to his former position without loss of seniority or other benefits. The College will notify the Union and the employee in writing with the reasons for the change. If an employee is removed during the introductory period the decision will not be subject to grievance and arbitration.

3. In the event an employee is offered another job outside the bargaining unit or a supervisory position and the employee accepts such a job or supervisory position and leaves the bargaining unit, such employee shall lose all his seniority rights under this Agreement.

ARTICLE 8

WORK WEEK

All bargaining unit employees will work a forty hour work week inclusive of one hour for lunch (unpaid) and two (2) 15 minute breaks (paid). The Business Office and Student Aid Compliance Office shall continue to work a forty hour work week exclusive of one hour for lunch and inclusive of two (2) 15 minute paid breaks (see Attachment A, Side Letter to Article 8). The scheduling of lunch hours and breaks is subject to work conditions and the judgment of the supervisor. During peak registration periods, bargaining unit employees will receive a half hour lunch break and be paid for all other time worked. The work week shall run from Sunday through Saturday with two days off. All bargaining unit employees will be required to complete time cards (or monthly attendance sheets, if applicable). Employees may be required to work over-time as needed.

ARTICLE 9

OVERTIME

Employees may be required to work overtime as the needs of the College dictate. Employees shall receive pay at 1-1/2 their regular rate for all hours worked in excess of 40 hours in a work week. Hours worked shall not include lunch time, vacation, holiday, sick or personal time, hours missed due to College closure or time off due to a leave of absence.

ARTICLE 10

DISCHARGE, DISCIPLINE OR SUSPENSION

A. The College shall have the right to maintain discipline and efficiency of its operations. It shall have the right to discharge, suspend or discipline an employee for just cause. Theft, intentional repeated forgery/falsifying documents or time records, or selling, using or carrying weapons or illegal drugs on campus shall be considered gross misconduct subjecting the offending employee to discipline, up to and including immediate discharge.

B. Notice of discharge, discipline or suspension shall be given in writing to the employee and a copy thereof shall be sent to the Union within 48 hours from the time of discharge suspension or other discipline. The notice shall be sent to the Union's New York City office and shall be deemed given as of the date of the mailing. In cases of discharge and suspension only, if the Union seeks to contest the decision, it shall send written notice thereof to the Director of Personnel within seven (7) days after the receipt of the notice of the discharge or suspension. In such an event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, however commencing at step 3 of the grievance procedure. The failure of the Union to present such written notice within seven (7) days shall be deemed as acquiescence to the discharge or suspension. Failure of the College to send notice to the employee and/or Union shall serve only to delay the commencement of the Union's time to respond. It shall not invalidate the action taken by the College.

C. If the discharge, suspension or other discipline of an employee results from

conduct relating to a student or visitor and the student or visitor does not appear at the arbitration, the arbitrator shall not consider the failure of the student or visitor to appear as unduly prejudicial. The Union shall not protest against any requests made by the College for an arbitration hearing to be conducted at the College for the purposes of allowing a student to give testimony.

D. The term "student" shall include those currently seeking admission as well as those already enrolled at the College. A "visitor" shall include anyone accompanying a student, or lawfully on the premises of the College.

E. All time limits herein specified shall be deemed to exclude Saturdays, Sundays, and contractual holidays.

ARTICLE 11

GRIEVANCE PROCEDURE

A. It is the intention of the parties that all complaints, disputes, controversies, or grievances arising between the parties hereto which involve questions or interpretation or application of the express written provisions of this Agreement, shall be adjusted in the following manner:

Step 1: An employee having a grievance shall either alone or together with a designated union representative, present such a grievance to the employee's immediate supervisor within 7 working days after the occurrence, including the facts or circumstances constituting the complaint, dispute, controversy, or the grievance. Employee's immediate supervisor shall answer within five (5) working days after presentation in Step 1.

Step 2: If the grievance is not resolved or settled in Step 1, the grievance may be presented to the Department Head. When grievances are presented in Step 2 they shall be reduced to writing, signed by the grievant or a designated union representative. In order to be timely filed, such written grievances must be presented to the Department Head within 7 working days after the denial of the grievance in Step 1. A grievance so presented in Step 2 shall be answered by the Department Head within five (5) working days after its presentation.

Step 3: If the grievance is not settled in Step 2, the Union may present it to the DP within seven (7) working days after the denial of the grievance in Step 2. The DP will hold a meeting with all parties to see if the problem can be resolved within 7 working days. If no resolution is agreed to, the DP shall answer the parties in writing within ten (10) working days of its presentation.

B. The failure of the grievant or the Union to present a grievance within the

time limits set forth herein shall constitute a waiver of the grievance and bar further action thereon. Failure on the part of the College to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

C. All time limits herein specified shall be deemed to exclude Saturdays, Sundays, and contractual holidays.

D. If more than two (2) employees from the same department have grievances on the same issues, they may proceed directly to Step 2.

E. If more than two (2) employees from different departments have grievances on the same issues, or if the Union is filing a grievance on behalf of the membership, they may proceed directly to Step 3.

ARTICLE 12

ARBITRATION

A. In the event a grievance has not been finally adjusted or resolved in Step 3 of the grievance procedure, the Union may, within the time limits set forth herein, submit the grievance to arbitration pursuant to the rules of the Federal Mediation and Conciliation Service as follows:

B. If the Union desires to submit the grievance to arbitration, it shall send a letter to the Federal Mediation and Conciliation Service (either the New York or Washington office), with a copy to the College's DP requesting that the FMCS furnish the Union and the College with identical lists of persons eligible to serve as arbitrators.

C. In order for such grievances to be timely submitted to arbitration, written request to the FMCS must be filed within 20 calendar days after the denial of the grievance in Step 3.

D. The parties may mutually designate the arbitrator. If, however, within 15 calendar days from receipt of the original lists the parties shall fail to agree upon a single arbitrator, either party may request the FMCS to submit an additional panel. In the event a second panel proves to be unsatisfactory, either party may request a third panel from which an arbitrator must be chosen.

E. It is the function of the arbitrator to interpret the Agreement. He shall make and issue decisions only regarding matters expressly submitted to him within the written terms of this Agreement. His decision and award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto. The arbitrator has no authority or power to add to, subtract from, disregard, or alter any of the written terms of this Agreement. The arbitrator's power and authority shall be limited to the application and interpretation of the Agreement as applied to

the subject of the particular grievance involved. The arbitrator shall issue his decision and award within 30 days after the close of the hearings.

F. The arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of any back pay, any earnings by the employee during his period of unemployment shall be offset and deducted from this award. Employees who have been discharged or suspended shall have the duty to seek work so as to mitigate the claims of back wages. Their failure to do so shall be considered by the arbitrator.

G. The cost of the arbitration, which shall include the fees and expenses of the arbitrator, the charges of the FMCS and the cost of the transcript, if the parties mutually agree to order one, shall be born equally by the parties. If the parties reach settlement, the cost and fees of the arbitration will be born equally by the parties.

Each party shall pay any fees and wages of its own representatives and witnesses for time lost, and the cost of the transcript where there is no mutual agreement to order it.

H. It is expressly agreed by and between the parties that should the Union, its officers, representatives, agents, members or employees covered by this Agreement, engage in an action in violation of Article 13 (No Strike-No Lockout), the College shall not be required or in any way be obliged to comply with Article 11 (Grievance Procedure) and Article 12 (Arbitration) until such time as the unlawful actions cease. Though it may have the right to do so, in no event shall the College be required to submit a grievance to arbitration.

I. The Union shall require its members to comply with the terms of this Agreement. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the College and the employees requires the establishment and

cooperative use of the machinery provided for in this contract for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups seek to interpret or enforce the contract on their own initiative or responsibility. No individual employees may initiate any arbitration proceeding or move to confirm or vacate an award.

J. There shall be no submission of multiple grievances to arbitration in one demand. Nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator. Accordingly, in the absence of mutual consent of the parties, an arbitrator may not be presented with, or rule upon, more than one grievance.

K. Grievances over the job grade assigned to job classifications created after the signing of this Agreement may be submitted directly at Step 3 of the procedure, but the Union does not have the right to arbitrate the job grade assigned.

ARTICLE 13

NO STRIKE - NO LOCKOUT

A. During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes (economic, unfair labor practice, sympathetic or otherwise), slowdowns, walkouts, sit-downs, sit-ins, picketing and boycotts. Any other activities intended to directly interfere with the College's operations are also prohibited.

B. Any employee who violates this provision shall be subject to disciplinary action, including discharge. Acting under the direction of the Union or Union officials shall not excuse violation of this Article.

C. Any claim for damages which is commenced by the College as a result of the Union's violation of this Article, shall be subject to the arbitration provisions of this Agreement. Said Arbitrator shall have the authority to assess damages.

D. If any of the acts or conduct prohibited by paragraph A above occur during the term of this Agreement, or any written extension thereof, the College shall not be required to discuss, negotiate, hear or rule on any problem or grievance related to such acts, until such time as the prohibited acts are discontinued.

E. If an employee or group of employees covered by this Agreement shall, during its term, or any written extension thereof, participate or engage in any of the activities prohibited in paragraph A, and such activities have not been or are not authorized, instigated, condoned, participated in or aided in any manner whatsoever by the Union or any of its officers, employees or other agents or by any union affiliated directly with this Union, the Union shall be relieved of all

obligations upon notification by the College (either by telegram, facsimile or registered mail) of the prohibited activity, provided the Union takes action within twenty-four (24) hours after receipt of such notification, including, but not limited to, the following:

1. Public and individual notification to all employees covered by this Agreement (including, but not limited to, a letter mailed), that their activity is unauthorized and in violation of this Agreement;
2. Direction and encouragement by personal contact and other means to all employees involved in this activity to cease such activity and resume work at the College;
3. At the same time, notify the College, by telegram, facsimile or registered mail that it has notified all employees covered by the Agreement that the prohibited activity is unauthorized and in violation of the Agreement and that it has contacted all employees engaged in this activity to cease such activity and resume work and in all other respects has complied with items 1 and 2 herein.

F. The College agrees that it will not lockout employees during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout.

ARTICLE 14

WAGE RATES

A. Effective within thirty days after the signing of this Agreement, the College will pay a 4% 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 1996. Employees who were hired by June 30, 1996 were eligible to receive an increase effective October 1, 1996.

B. Effective within thirty days after the signing of this Agreement, the College will pay a 5% increase retroactively to all presently employed bargaining unit employees based on their annual salary who were on the payroll and eligible to receive that increase October 1, 1997. Employees who were hired by June 30, 1997 were eligible to receive the increase effective October 1, 1997.

C. Effective within thirty days after the signing of this Agreement, the College will pay a 4% increase retroactively to all presently employed bargaining unit employees based on their annual salary who were on the payroll and eligible to receive that increase October 1, 1998. Employees who were hired by June 30, 1998 were eligible to receive the increase effective October 1, 1998.

D. Eligible employees shall receive 0-4% increases based on the same enrollment goals as for non-bargaining unit employees as of October 1, 1999 and October 1, 2000 respectively. If the increases granted to non-bargaining unit employees is greater than those granted to bargaining unit employees, bargaining unit employees shall receive the higher percentage. Employees who were hired by June 30, 1999 and June 30, 2000 respectively shall be eligible to receive the increases.

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

	<u>Min</u>	<u>Max</u>
P-11:	\$22,994	\$38,034
P-12:	\$21,165	\$35,009
T-13:	\$21,116	\$35,009
T-14:	\$19,722	\$32,623
C-15:	\$19,722	\$32,623
C-16:	\$18,477	\$30,554
C-17:	\$17,221	\$28,485
C-18:	\$17,000	\$26,735
C-19:	\$17,000	\$24,666
Grade 20:	\$17,000	\$24,666
Grade 21:	\$17,000	\$21,684

E. Part-time starting salary will be increased to \$8.25 per hour.

F. Effective within thirty days after the signing of this Agreement, employees with five+ and ten+ years of experience respectively shall receive a \$300 and \$600 bonus respectively.

G. Effective October 1, 2000, employees with five+ and ten+ years of experience respectively shall receive a \$300 and \$600 bonus respectively.

ARTICLE 15

HEALTH INSURANCE

- A. There shall be a \$15 co-payment for all plans.
- B. The College shall maintain the current Plans² and contribution levels.
- C. As of July 1, 1999, Mercy shall absorb the first ten percent of any increase to the monthly premium. Employees shall absorb all increases above the ten percent.
- D. As of July 1, 2000, Mercy shall absorb the first ten percent of any increase to the monthly premium. Employees shall absorb all increases above the ten percent.
- E. As of July 1, 2001, Mercy shall absorb the first ten percent of any increase to the monthly premium. Employees shall absorb all increases above the ten percent.
- F. Mercy shall have the right to change carriers to a plan with substantially similar benefits without the approval of the Union.
- G. If Mercy changes the major carrier and this results in savings to the College in the total monthly premium as compared to the cost of Oxford rates as of June 30, 1999 paid on behalf of bargaining unit employees, the savings shall be reimbursed to the bargaining unit employees as determined by the Union.
- H. Bargaining unit employees with health insurance under one of the other plans at the College, will pay increases in their premiums consistent with Sections C, D and E above.

²The parties acknowledge Oxford as the current major carrier.

ARTICLE 16

RETIREMENT BENEFITS

A. Pension Plan. The College will maintain the current pension plan but it shall have the right to bargain with the Union during the life of the Agreement over any potential changes to the plan. However, should no agreement be reached on such changes, no change shall be made during the life of the Agreement.

B. Retiree Stipend. Employees who turn 55 or are 55 years or older in 1999 and have ten years of service at that time, shall be eligible for a health insurance stipend of \$1000 per year for ten years upon their retirement.

ARTICLE 17

TUITION BENEFITS

A. Mercy Undergraduate Programs

Full-time employees, after completing the introductory period at the College, will be eligible for tuition remission for Mercy College for eighteen (18) credits a year. Employees will be eligible for tuition remission on six (6) credits a semester. Any employee who wishes to take additional credits must pay for those credits. Employees who are in their last semester will be eligible for nine (9) credits so they may complete their degree in that semester. The Registrar's Office will need to confirm credit status in order for the Personnel Office to approve nine (9) credits. Employees cannot exceed the 18-credit maximum in the academic year which begins on September 1st and ends on August 31st. Credits cannot be borrowed from one semester to another semester. Work schedules will not be rearranged to accommodate school schedules.

Part-time employees, after completing introductory period, will be eligible for tuition remission for Mercy College for twelve (12) credits a year. Employees will be eligible for tuition remission on six (6) credits a semester. Any employee who wishes to take additional credits must pay for those credits. Employees who are in their last semester will be eligible for nine (9) credits so they may complete their degree in that semester. The Registrar's Office will need to confirm credit status in order for the Personnel Office to approve nine (9) credits. Employees cannot exceed the 12-credit maximum in the academic year which begins on September 1st and ends on August 31st. Credits cannot be borrowed from one semester to another semester. Work schedules will not be rearranged to accommodate school schedules.

B. Certificate Programs

Full or part-time employees who are accepted in a certificate program may enroll on a space available basis after completing the introductory period. The monetary value of six (6) credits a semester will be credited to the employee's account per semester. The College will not authorize full remission for an employee at the beginning of a certificate program. Dependents of employees who have completed one (1) year of service may enroll in undergraduate certificate programs on a space available basis.

Full-time employees with at least one (1) year of service may send, after acceptance in programs, a spouse, children, or parents without cost of tuition on a space available basis to undergraduate programs.

C. Employee Termination or Resignation

In the event that an employee full/part-time terminates or resigns from his position at the College, he will be responsible to reimburse the College for tuition on a prorated schedule. The same will be true for dependents of such employees.

D. Graduate Programs for Employees

After acceptance in the program, full-time employees may be admitted to classes on a space available basis to the following graduate programs after completing the introductory period: Graduate programs previously offered by LIU and now offered by Mercy (with the exception of Health Sciences), Human Resource Management, Organizational Leadership and Learning Technology and Nursing. Employees will be eligible for six (6) credits a semester not to exceed eighteen (18) credits a year. The College will determine what new graduate programs are subject to tuition remission and that decision will not be subject to grievance and arbitration.

E. Graduate Programs for Dependents

Dependents are not eligible for tuition remission on graduate programs.

F. Flexible Scheduling

Employees may request adjustment of their work hours to accommodate school schedules under the following conditions:

1. Employees first seek to take the courses they desire at time slots which do not conflict with their current work schedule.
2. All hours are to be made up in the same week they are taken.
3. The employee's school schedule may not interfere with the operation of the department and delivery of service to students.
4. Accommodations made for one semester shall not be considered an accommodation for future semesters.
5. The decision to accommodate an employee's schedule is in the sole discretion of the immediate supervisor and is not subject to grievance and arbitration proceedings.

ARTICLE 18

HOLIDAYS

Full and part-time employees who have completed their probationary period will be prorated for part-time employees for the following holidays:

New Year's Day

Martin Luther King, Jr. Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Recess (Thanksgiving Day to Thanksgiving Sunday)

Christmas Week (December 24 to January 1)

Employees required to work on a holiday shall be paid at one-and-one-half times their regular rate of pay with the exception of Christmas week. With the exception of Christmas Week, to be eligible for holiday pay, employees must work their regularly scheduled shifts immediately before and after the holiday.

ARTICLE 19

VACATION DAYS

Vacation requests must be submitted fifteen (15) days in advance to an employee's department head. Department heads will approve requested time unless such a request interferes with the efficient operation of the department or service to students. Conflicts between requests shall be resolved in favor of the employee with greater seniority in the department.

Employees shall receive earned but unused vacation upon leaving the College's employment so long as the employee has given two weeks written notice, has returned all College property prior to his last day of employment and has not been discharged for cause by the College. Vacation leave may not accrue from year to year and may not be carried into the next calendar year.

The College will continue status quo on vacations for clerical/professional/technical bargaining unit employees:

Technical/Professionals:

- 1-5 years of service - 15 days
- 5 or more years of service - 20 days

For clerical bargaining unit employees:

- 1-5 years of service - 10 days
- 5-10 years of service - 15 days
- 10 + years of service - 20 days

ARTICLE 20

SICK DAYS

The College will maintain the status quo on the number of sick days per year for all current and new employees as follows:

- Professional/Technical - 24 days per year
- Clerical - 12 days per year

Maximum accrual rates will be as follows:

- Professional/Technical - 90 day maximum
- Clerical - 50 day maximum
- Grandfathered Prof./Tech. - 180 day maximum

Sick time during the first year of employment is done on a pro-rated basis for the year.

Sick leave is not to be used for personal reasons such as supplemental vacation days or holiday extension. Failure of an employee to provide proper documentation for absences will result in a charge to the employee's vacation time.

ARTICLE 21

PERSONAL DAYS

After six (6) months of employment, all full-time employees are allowed one paid day for personal business. Full-time employees will receive a second personal day during the second six (6) months of employment. Thereafter, full-time employees will receive two (2) paid days for personal business. Personal Days must be requested two (2) days in advance where practical and approved by department head. Personal Days may not be carried forward to the next calendar year or paid upon termination.

ARTICLE 23

FAMILY MEDICAL LEAVE ACT

The College will provide leaves consistent with the Family and Medical Leave Act. Further, sick time must be utilized and run concurrently with disability and family and medical leave, but if the medical condition of the employee persists, an extension may be granted equal to the amount of sick time available at the inception of the leave. This extension shall be unpaid leave (except where an employee may otherwise be eligible for disability payments). The College also will return the employee to his or her job, or similar position, if the employee is able to return to work after the extension expires. For FMLA leaves taken other than due to an employee's own illness or illness of a qualified family member, the employee must use their paid vacation concurrent with the leave period."

ARTICLE 22

BEREAVEMENT LEAVE

Employees will be granted five (5) days paid leave per year to attend to the death of their spouse, parents, sister, brother or child. Two (2) paid days per year will be granted for mother-in-law and father-in-laws and grandparents. An employee may request vacation time, personal time, or unpaid leave for a close relationship of up to five (5) days to a maximum of ten (10) days per year.

ARTICLE 24

MILITARY LEAVE

Reserves Active Military Duty Training

During periods of annual military reserve training, the employee will receive a maximum of ten (10) working days per year at full pay from the college. Payment for this service belongs to the employee.

Active Duty

In case a reservist is called to active duty, the College, in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 will rehire veterans to their former jobs with the same rights and seniority they had on the date their military leave began, plus the additional seniority and rights and benefits that they would have accrued if they had remained continually employed.

If the length of military service was less than thirty-one (31) days, the employee must notify Mercy College of the intent to return on the next full work day after the military service plus eight (8) hours.

If the length of the service was longer than thirty (30) days but less than one hundred eighty-one (181) days, the employee must apply for reemployment no later than ninety (90) days after returning to military duty.

Benefits

Mercy College will not pay medical or other benefits for the employee while in leave for military duty (except for the two weeks provided) but would reinstate benefits upon

reemployment. If the person wishes to maintain coverage in the Mercy College Medical Plan, he/she may do so by agreeing to pay the full plan cost for individuals and/or dependent coverage.

ARTICLE 25

LEAVE OF ABSENCE

Leave of absence without pay may be requested by an employee who has completed a year of service or more. Leaves cannot exceed three months. Such leaves must be requested thirty (30) days in advance in writing to the DP. Leave must be approved by the immediate supervisor and DP. If it is not possible to keep the position vacant while the person is on leave, a replacement will be found. The College will attempt to place a returning qualified employee in a similar position. The employee will be responsible to pay the full monthly health insurance premium to continue their health insurance while on leave. If the employee wishes to drop medical coverage, they may reapply for coverage, but must meet all terms and conditions required by the carrier. Employees on leave do not accrue sick or vacation time or any other benefit.

ARTICLE 26

SUMMER HOURS

The College will close on Fridays during the summer months for a total of eight (8) Fridays. The College will determine these days annually and notify the Union and employees of the dates by May 1 of each year.

ARTICLE 27

HEALTH AND SAFETY COMMITTEE

A. The College will continue to provide a safe work environment and follow all OSHA guidelines.

B. The College and the Union agree to the formation of a four-person Health and Safety Committee [two (2) people from the College Administration and two (2) people from the bargaining unit]. Meetings will be scheduled four (4) times a year or following a health and safety emergency related to the bargaining unit. The Committee will review any health and safety problems and report their findings to the DP.

C. The College will make efforts to reduce eye-strain by providing non-glare screens and proper lighting where necessary as determined by appropriate deans and the Vice-President of the area. All determinations are final and not subject to grievance and arbitration. When the College makes future purchases of office equipment they will take ergonomics into consideration.

ARTICLE 28

INCLEMENT WEATHER

The College will make its closure decision no later than 6:15 a.m. A message of closing will be placed on the College Weatherline. Local radio stations will also announce if the College offices are closed. Employees will be required to use vacation or personal time if they are unable to report to work during a snowstorm or must leave early if the offices at the College are open.

If the College is open for at least half of an employee's scheduled shift and the employee does not report to work, the College will charge the employee for a full personal or vacation day. If the College is open for less than half of an employee's shift, the College will charge the employee one-half of a personal or vacation day.

ARTICLE 29

PARKING

The College will continue to provide free parking at the Bronx, Dobbs Ferry and Yorktown Campuses. Employees at the White Plains campus will assume fifty percent (50%) of the cost for parking in the municipal lot, not to exceed \$30 per employee. All employees must register their cars with the Office of Safety and Facilities. License plate frames and parking stickers must be placed in the designated areas according to College's instruction.

ARTICLE 30

LONG-TERM DISABILITY

The College shall maintain long-term disability coverage for bargaining unit employees consistent with that for non-bargaining unit employees except that in no event, shall benefits be reduced over the life of the contract.

ARTICLE 31

SHORT-TERM DISABILITY

The College shall maintain short-term disability coverage for bargaining unit employees as required by law.

ARTICLE 32

WORKER'S COMPENSATION

The College shall maintain worker's compensation coverage for bargaining unit employees as required by law.

ARTICLE 33

LIFE INSURANCE

The College shall maintain the status quo on group life insurance for all current employees. New employees hired after the contract signing will receive \$15,000 in life insurance.

ARTICLE 34

INSPECTION OF PERSONNEL RECORDS

The College will permit its employees to inspect their personnel files once per year or in the event of any disciplinary action. Such inspection will occur within five (5) days of the College's receipt of an employee's written request to inspect his records. Such inspection will take place in the presence of the DP or his designee. An employee may request union representation during such an inspection.

ARTICLE 35

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by federal or state statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect invalidating or voiding any provision of this Agreement, the parties hereto shall meet solely for the purpose of negotiating with respect to that matter covered by the provision which may have been so declared invalid or void.

ARTICLE 36

NON-DISCRIMINATION

The College shall not discriminate on the basis of race, color, religion, national or ethnic origin, sex, age, disability, marital status, citizenship status, Vietnam Era or disabled veteran status, sexual orientation, or for union activities.

ARTICLE 37

JURY DUTY

The College shall pay employees on jury duty on the same basis as it has in the past.

ARTICLE 38

DURATION

This Agreement shall be in force and effect and shall be and remain operative and binding upon the parties for the period commencing March 23, 1999 and ending September 30, 2001.

Attachment A (for Article 8, Work Week)

SIDE LETTER

The College will retain a forty-hour workweek for the Bursar's Office and the Student Aid Compliance Office. Current employees in grade 19 and grade 20 who work 40 hours a week in those areas shall receive a \$2000 salary adjustment effective with the signing of this contract. New employees for those positions will be hired at an annual salary of \$17,600.

For Mercy College:

Jay Lyster - President

Theresa Morgan - Dir Personnel

Kathryn Blum - Assoc VP

For Technical, Office and Professional Union,
Local 2110, International Union, Automobile,
Aerospace and Agricultural Implement
Workers, AFL-CIO:

Tom Redmond

Karen J. Spaulding

Director, Region 9A, UAW

Scott Sauer