

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MERCY COLLEGE

AND

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

OCTOBER 1, 2013

TO

SEPTEMBER 30, 2017

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AGREEMENT made and entered into 1st day of October, 2013, 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 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.

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

All Union employees shall be paid on a semi-monthly basis (and dues and fees shall be deducted accordingly) effective the first full payroll following thirty (30) days written notice by the College to the Union.

The College shall provide each employee with a welcome letter from the Union upon hire. The College shall provide the Union twice per month a 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 #, level, title, salary, date of hire, department/campus/site.

The College shall provide immediate notice to the Union of any bargaining unit positions reclassified to outside the unit.

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 Human Resources or designee, Union delegates and/or unit employees for the purposes of administering this Agreement. However, such representatives shall first call the Director of Human Resources 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 Human Resources 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 ¹as 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 Director of Human Resources 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

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

representatives may attend at any grievance proceeding. The parties agree the following new schedule of paid steward hours resolves any issues regarding prior accruals and no other paid steward hours are due or owing except as set forth below:

1. Effective January of each contract year, a bank of 250 paid hours in the aggregate excluding time spent in grievance meetings shall be created for use by employee stewards to handle grievances, hold meetings (as otherwise agreed to in the Agreement) attend trainings or seminars, etc. As of December 31, each year, all unused hours shall be forfeited.
2. No steward may utilize more than 75 steward hours in any one calendar year.
3. Stewards seeking days off must obtain approval from the College via a "Stewards Time Off Request Form" to be agreed upon by the parties. Such requests shall not be unreasonably denied.
4. On those occasions when Mercy (outside of the grievance process) seeks and schedules a meeting with an employee steward designated by the Union to attend such meetings, attendance by the employee steward shall be paid without utilizing the bank hours set forth above.

E. The Union may schedule up to 4 meetings per calendar year during the lunch hours. Such meeting will not be scheduled seven (7) days before or after the beginning of a term, or fourteen days before or after the beginning of the fall term. Two times per year, the Union may schedule a one-hour membership meeting scheduled upon mutual agreement to limit interference with operations and participation may be limited so as to not seriously disrupt the operations of any department.

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 facilities², 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.

E. The transportation reimbursement policy in effect on December 17, 2007 shall apply. In the event an employee is assigned to a different work location for a special event, meeting or assignment of fifteen (15) consecutive business days or less, then the employee shall be entitled to have his travel expenses between his home and the different work location reimbursed provided he is using the most economical means of transportation. Because of tax restrictions, employees reimbursed for this travel will have the reimbursement treated as a wage and it will be reflected as such in their W-2 forms. Reimbursement payments in this category will be made no more than twice per year for expenses incurred. This provision shall not be interpreted to adversely affect those existing employees, who, as a result of consistent past practice, have obtained different treatment of their travel expenses.

F. In the event the College relocates a position from one campus to the other, it will first seek volunteers for relocation provided the volunteer in the reasoned judgment of the College

is qualified to perform the job. If no volunteers, then the least senior employee will be transferred provided that the employee in the College's reasoned judgment is qualified in the reasoned judgment of the College to perform the job.

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 ninety (90) calendar 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 a 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 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 (6) 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 completing introductory period.
- Two (2) weeks after two (2) 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.

In the event that an employee is laid off as a result of subcontracting, such employee shall be entitled to one week of severance pay for each year of service.

Severance payments to be made consistent with regular College pay date timeframes – not as a lump sum. Severance payments end if employee is recalled during the

payout period. A recalled employee retains their seniority level for purposes of any future layoffs and severance pay schedule.

6. Any laid off employee may complete any class they are already attending or registered for where the class is to begin within fourteen (14) days of the layoff date or the semester, and still receive tuition remission.

7. For a period of ninety (90) days from date of layoff, the College will offer an internal training and a referral package that includes career counseling, resume writing, interview skills and techniques computer training and other appropriate skills.

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, unless recalled to the same job title, 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.

6. Recall rights expire six (6) months after layoff or duration of employment whichever is shorter.

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 (40) hour work week inclusive of one (1) 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.

The College shall provide reasonable notice of overtime requirements. The College shall first solicit volunteers, but may mandate overtime if there are not enough volunteers or may mandate an individual person to perform overtime when reasonable for the continuation or completion of an assignment.

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.

1. 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 Human Resource/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.

2. 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.

3. 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.

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

ARTICLE 11

GRIEVANCE PROCEDURE

1. 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 Director of Human Resources within seven (7) working days after the denial of the grievance in Step 2. The Director of Human Resources 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 Director of Human Resources shall answer the parties in writing within ten (10) working days of its presentation.

2. 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.

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

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

5. 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 one of the three arbitrators on a rotating basis – Martin Scheinman, Howard Edelman and Bonnie Weinstock with a copy to the College's Director of Human Resources.

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

D. 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.

E. 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.

F. The cost of the arbitration, which shall include the fees and expenses of the arbitrator 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.

G. 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 e-mail and certified return receipt 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. The College will pay a 3% increase effective the nearest payroll to October 1, 2013 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 2013. Employees who were hired by June 30, 2013 were eligible to receive an increase effective October 1, 2013.

B. The College will pay a 3% increase effective the nearest payroll to October 1, 2014 to all bargaining unit employees based on their annual salary who were on the payroll and eligible to receive that increase October 1, 2014. Employees hired by June 30, 2014 are eligible to

receive the increase effective October 1, 2014.

C. The College will pay a 3% increase effective the nearest payroll to October 1, 2015 to all bargaining unit employees based on their annual salary who were on the payroll and eligible to receive that increase October 1, 2015. Employees who were hired by June 30, 2015 are eligible to receive the increase effective October 1, 2015.

D. The College will pay a 3% increase effective the nearest payroll to October 1, 2016 to all bargaining unit employees based on their annual salary who were on the payroll and eligible to receive that increase October 1, 2016. Employees who were hired by June 30, 2016 are eligible to receive the increase effective October 1, 2016.

E. Wage Minimums and Maximums

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

	Min	Max
<u>Clerical</u>		
Grade 1	18,000	24,300
Grade 2	18,540	25,029
Grade 3	19,282	26,994
Grade 4	20,053	29,077
Grade 5	21,050	31,583
Grade 6	22,319	34,595
Grade 7	23,881	38,210

Technical/Professional

Grade 4	25,000	38,749
Grade 5	26,250	41,999
Grade 6	27,824	45,911
Grade 7	29,773	50,613
Grade 8	32,144	56,770

2. For those employees working in the Coordinator position who earn under \$28,000 after the October 1, 2013 increase, they shall receive a \$3,000 raise effective September 30, 2014 and then receive the increase scheduled for October 1, 2014.

3. For those employees working in the Counselor position who earn less than \$32,000 after October 1, 2013, they shall receive a \$2,000 raise effective September 30, 2014 and then receive the increase scheduled for October 1, 2014.

4. 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 above, their salary shall be raised to \$28,000.

5. 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 receive the \$3,000 increase as per E(2) above or will be eligible for an increase under E (4).

6. For those full-time employee earning below \$32,000 (but above \$31,000) after receiving the October 1, 2014 raise, they shall be raised an additional \$1,000 raise on October, 2014 but not if they received the \$3,000 increase per E(2) above or will be eligible for an increase under E(4).

7. For those full-time employees on October 1, 2014, who do not receive an increase under E(2-6) above, they shall receive a one-time additional payment of \$300 and a prorated amount for part-time employees.

8. Effective October 1, 2014, no full-time employees hired into the Counselor title will be hired at least than \$32,000 annually.

E. Part-time starting salary will be a minimum of \$9.50 per hour.

F. Individuals promoted, which shall be defined as a change in grade level, shall receive the increase granted with the promotion or a 5 percent increase per grade, whichever is higher (but not both).

ARTICLE 15

HEALTH INSURANCE

A. All Union employees who participate in the HIP Health Care Plan shall be responsible for ten (10) percent of the total cost of the Plan effective the first full payroll after ratification (or implementation) of this proposal. The 10 percent shall remain in effect up and through June 30, 2016 at which time it shall rise to 12.5 percent. Effective July 1, 2015, those Union employees who elect, voluntarily, to participate in any other health care plans 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 create any mandates 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 thirty (30) days in advance of implementation of any measures that will affect health coverage and/or cost to the employee.

C. The College shall have the right to change carriers to a Plan with substantially similar benefits without the approval of the Union.

D. The College will offer bargaining unit employees health insurance coverage on the first of the month following thirty (30) days of continuous employment.

E. The College will maintain a dental plan with the same rights as under Section C. Employees are responsible for the full cost of dental insurance.

F. Domestic partnership benefits are presently provided for in the existing health plan and refer to the terms of the Plan for the specific statement of benefits and rules governing receipt. This change will not be construed to impose an obligation to continue such benefit.

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.

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 twenty-seven (27) credits a year. Employees will be eligible for tuition remission on a maximum of nine (9) credits a semester provided the taking of courses does not impact the employee's attendance or performance. 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. Credits cannot be borrowed from one semester to another semester.

Work schedules will not be rearranged to accommodate school schedules.

All employees seeking tuition remission must file a FAFSA form or may be denied tuition reimbursement. Any TAP or PELL benefits granted shall be counted first towards any tuition remission. All TAP or PELL recipients shall receive 100% of their course and technology fees only paid by the College. Non-TAP/PELL recipients shall receive 50% of their fees paid by the College.

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 July 1st and ends on June 30th. Credits cannot be borrowed from one semester to another semester. Work schedules will not be rearranged to accommodate school schedules.

Family members of employees (including non-dependent children, parents, grandchildren, step parents, first cousins, nieces, nephews, aunts, uncles and siblings) shall be entitled to a 50 percent discount on undergraduate tuition.

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 hired on or prior to December 17, 2007 may send, after

acceptance in programs, a spouse, legal dependent children as defined by the IRS, or parents without cost of tuition on a space available basis, to undergraduate programs. Full-time employees hired after December 17, 2007 with at least one (1) year of service may send, after acceptance in programs, a spouse, and legal dependent children, as defined by the IRS without cost of tuition on a space available basis, to undergraduate programs. Employees are required to provide written proof of the spouse or dependent children's relationship to the employee.

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 all current graduate programs except Health Sciences. 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.

G. Training

Training on work time to be provided to the unit on the Banner system or any new technology that is implemented and that impacts the work of the bargaining unit.

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
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

Clerical Bargaining Unit Employees:

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

Employees shall be entitled to carryover a maximum of 5 days of vacation from one year to the next, provided however, the carried over vacation shall not be paid out in cash in the event of separation or termination.

ARTICLE 20

SICK DAYS

All employees hired on or before July 1, 2006 shall receive twelve (12) sick days per year. All employees hired after July 1, 2006 shall receive ten (10) sick days per year.

Maximum accrual rates will be as follows:

- Professional/Technical - 90 day maximum
- Clerical - 90 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.

Employees with a minimum of five (5) years of service who experience a catastrophic illness and who have used up all of their vacation and personal days may borrow sick leave from the next year's allotment.

ARTICLE 21

PERSONAL DAYS

After six (6) months of employment, all full-time employees are allowed one (1) 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 three (3) 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. Any employee wishing to use a personal day on Good Friday shall be entitled to do so provide she/he gives a minimum of two (2) weeks notice to the Department. No other approval shall be required.

ARTICLE 22

BEREAVEMENT LEAVE

Employees will be granted five (5) days paid leave per year to attend to the death of their spouse, domestic partner, 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 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 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 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 may do so by agreeing to pay the full plan cost for individual 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 Director of Human Resources. Leave must be approved by the immediate supervisor and Director of Human Resources. 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

Regular employees hired prior to August 1, 2011 will be eligible to take off the Friday before Memorial Day and seven Summer Days between May 1st and Labor Day as approved by their supervisor and consistent with business needs.

Regular employees who are hired on or after August 1, 2011, will be eligible to take

Summer Days as outlined in the schedule below:

The Friday before Memorial Day and

After 1 full year of service	1 day
After 2 full years of service:	2 days
After 3 full years of service:	3 days
After 4 full years of service:	4 days (Maximum)
As approved by their Supervisor and consistent with business needs.	

Employees shall submit their selected Days off in writing to their Department Manager by 5:00 p.m. on April 1st. Department Managers shall approve selections in the following order: the most senior bargaining unit employee in the Department shall first select his Summer Days off, followed by the next most senior employee and so on.

The College reserves the right to determine the necessary amount of staff required for each location during the Summer period and may also require that up to three (3) of the Summer Days selected by an employee be switched to alternative Summer Days during the period, provided that employees' requests for particular Summer Days are not unreasonably denied and that it complies with the above paragraphs.

It is understood that where there is a regular and continuous past practice of bargaining unit member working Saturdays or Sunday 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 a work day for a bargaining unit member during the period of May 1st through Labor Day due to an individual being granted a Friday or Monday off as a Summer Day under this Article.

These Summer Days shall be in addition 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 Summer Days off schedule without the consent of the employee whose time off has been approved.

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 eight (8) 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 Director of Human Resources.

C. The College will make efforts to reduce eye-strain by providing non-glare screens and proper lighting where necessary as determined by appropriate College Management. 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 and Website. 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. 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 Director of Human Resources 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 or any other characteristic protected by law.

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 October 1, 2013 and ending September 30, 2017.

For Mercy College:

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

Director, Region 9A, UAW
