

MEMORANDUM OF AGREEMENT

Local 2110 of the United Auto Workers and Mercy College hereby agree as follows:

1. Except as modified herein, the parties' October 1, 2004 through September 30, 2007 Agreement shall be extended and remain in full force and effect for three (3) years from October 1, 2007 through September 30, 2010.

2. Article 2- Union Security: modify third paragraph to read as follows:

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

3. Article 6- Introductory Period: Amend to change the introductory period to 90 calendar days (instead of 60 work days).

4. Article 11 - Grievance procedure. The parties will meet and confer for a reasonable period to resolve any differences they may have over the existing grievance and arbitration procedure. In the event the parties are unable to reach agreement with respect to those differences, one of the rotating panel of arbitrators will mediate the dispute and make non-binding recommendations to the parties.

5. Article 13 – Revise Article 13, Section E.3 to provide for notification by email and certified return receipt requested mail.

6. Health Insurance

- a. CBA Amended to state 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.
- b. Bereavement leave extended to domestic partners.

7. Tuition Benefits

- a. 9 credits per semester - 27/year, provided no impact on attendance or performance.
- b. For new employees, tuition reimbursement limited to spouse and legally dependent children.
- c. Family members of employees (including nondependent children, parents, grandchildren, stepchildren, stepparents, first cousins, nieces, nephews, aunts, uncles and siblings) shall be entitled to a 50% discount on undergraduate tuition.

8. Transportation

a. Existing reimbursement policy applies.

b. In the event an employee is assigned to a different work location for a special event, meeting or assignment of 15 consecutive business days or less, then the employee shall be entitled to have his or her travel expenses between his home and the different work location reimbursed provided he or she is using the most economical means of transportation. Because of tax restrictions, employees reimbursed for this travel will have the reimbursement treated as wages 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.

c. 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.

9. Steward Hours: 250 hours in the aggregate excluding time spent in grievances meetings.

10. Annual meetings of membership: 2 release time meetings per year of no more than 1 hour each, scheduled upon mutual agreement to limit interference with operations; participation may be limited so as not to seriously disrupt the operation of any department.

11. 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.

12. Relocation

a. 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.

b. 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.

13. Removal from Bargaining Unit: Simultaneous Notice to the Union of any position reclassified from the bargaining unit to outside of the bargaining unit.

14. Rotating Arbitration Panel:

Martin Scheinman, Howard Edelman, and Bonnie Weinstock

15. Wages

Effective October 1, 2007 – 3%

Effective October 1, 2008 - 3%

Effective October 1, 2009 – 3%

16. Summer Hours

- a. Eliminate Article 26
- b. Between May 1 and Labor Day, employees shall be provided 8 additional days off as follows:
 - i. The Friday before Memorial Day
 - ii. Five Fridays
 - iii. Two Mondays


At the employee's option, other days may be substituted for (ii) or (iii) if agreed to by his or her supervisor.

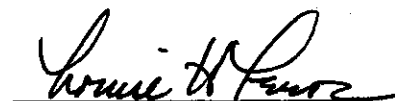
c. Scheduling of (ii) and (iii) shall be in accordance with paragraphs 4, 5 and 6 of the Memorandum of Agreement dated May 10, 2007, except that employees shall submit their selected days off by April 1 of that year, and except that the "long holiday weekend" provided for in the May 10, 2007 Memorandum of Agreement shall be deemed to be Memorial Day Weekend.

17. Equity Fund. A maximum of \$135,000 shall be expended for equity adjustments to be built into employee salaries. The parties shall meet for a period of 30 days to determine how to allocate these funds. Should the parties be unable to resolve the issue of allocation within 30 calendar days, the issue shall be submitted to Martin F. Scheinman for final and binding resolution. Once allocated, the monies shall be retroactive to October 1, 2007

18. 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.

Dated: December 17, 2007


Local 2110


Mercy College

