

# TENTATIVE MEMORANDUM OF AGREEMENT

The following Memorandum of Agreement reflects the modification of the Collective Bargaining Agreement between Mercy College (the College") and TOP, Local 2110, UAW ("The Union") which expired on September 30, 2021

## 1. Wage Increases

A. The College will pay a 2% increase retroactive to the first full payroll following October 1, 2021 to all bargaining unit employees who were on the payroll and eligible (defined as hired by June 30, 2021) to receive an increase based upon their salary as of October 1, 2021.

B. Effective the first full payroll following September 30, 2022 all eligible (defined as hired by April 1, 2022) bargaining unit employees who received less than a 10% total increase to base as of ratification shall receive a 3% wage increase and bargaining unit employees who received a total increase to base at the time of ratification of 10% or more but less than 15% shall receive a 1.5% increase. Those hired after April 1, 2022 up and through June 30, 2022 at less than 25% above the the minimum for their Grade shall be eligible for the 3% wage increase.

C. Effective the first full payroll following September 30, 2023 all eligible (defined as hired by June 30, 2023) bargaining unit employees shall receive a 2% wage increase or, if higher, the same across-the-board percentage wage increase as non-union full-time staff.

D. Bargaining unit members hired at the time of ratification, who continue to be employed as bargaining unit members on June 1, 2023, who received a total increase to base at time of ratification of 10% or less shall receive a one-time bonus equal to 1% of their salary.

E. Bargaining unit members hired at the time of ratification and who continue to be employed as bargaining unit members on March 31, 2024 shall receive a one-time bonus equal to 1% of their salary.

2. Effective the first full payroll following ratification, eliminate SSSC Coordinator title and move all Coordinators to title of SSSC Counselor at Grade 3.

3. Effective the first full payroll following ratification, eliminate Administrative Assistant 1 and 2 titles and move those in such positions to Administrative Assistant 3 title at Grade 3.
4. Effective the first full payroll following ratification, the new grades for bargaining unit positions and their hiring ranges shall be as follows:
  - Grade 1: Eliminated
  - Grade 2: Eliminated
  - Grade 3: \$33825 - \$50182
  - Grade 4: \$37000 - \$59189
  - Grade 5: \$44400 - \$71026
  - Grade 6: \$53270 - \$85325

All bargaining unit employees who are below the new minimums for their grade shall be raised to the new grade minimum effective the first full payroll following ratification. Grade minimums will increase by 2% on October 1, 2022 and October 1, 2023.

5. Effective the first full payroll after ratification of this agreement, full-time employees who are employed at the College at the time of ratification and who earn below the amounts stated below will be increased to these minimum salaries:
  - Assistant Lab Manger, Circulation Desk Supervisor: \$36,268
  - Administrative Assistant 3, Student Records Specialist, SSSC Counselor and Admissions Outreach Specialist: \$41,708
  - PACT Counselor, PACT Mentor Admissions Recruiter, Enrollment Services Counselor, Student Accounts Counselor, COP/HEOP Counselor, STEP Counselor, Student Financial Services Counselor, Registrar Counselor: \$50,000

Part-time employees in these titles who were employed at the College at the time of ratification and and who earn below the pro-rata amounts stated will be increased to such pro-rata minimum salaries.

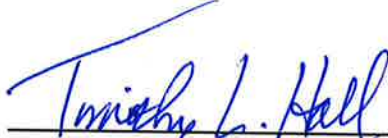
6. Effective the first full payroll after ratification, for all bargaining unit employees who did not receive an adjustment to their salary in paragraphs 2, 3 and 5 and who were hired by December 31, 2021, at the time of ratification shall receive a one-time bonus equal to 3% of their salary.

7. Effective the first payroll after ratification, bargaining unit members with an Administrative Assistant 3 title who have been at the college for 10 years or more will be moved to a title of Administrative Assistant 4 at grade 4 with a minimum base salary of \$46,000.
8. Effective the first full payroll after ratification, bargaining unit employees who did not receive an adjustment to their salary in paragraph 2, 3, 5 and 7, shall receive an increase to base salary as follows and subject to any grade maximums in paragraph 4.
  - Bargaining unit members who have been at the college for 10-14 years as of the date of ratification will receive a \$750 increase to their base salary
  - Bargaining unit members who have been at the college for 15-19 years as of the date of ratification will receive a \$1000 increase to their base salary
  - Bargaining unit members who have been at the college for 20 or more years as of the date of ratification will receive a \$1500 increase to their base salary
  - Bargaining unit members who have been at the college for 25 or more years as of the date of ratification will receive a \$1750 increase to their base salary
9. For bargaining unit employees who have completed at least 1 year of service, the College shall provide payments into a health FSA account for each employee as a periodic match of up to \$250 dollars per calendar year beginning with the next open enrollment cycle. Employees must be employed at the time of each contribution.
10. Effective upon Ratification, all bargaining unit employees shall accrue to a maximum of 120 sick days (except those who currently enjoy a 180 day maximum who shall remain at that accrual level).
11. Effective upon Ratification, all bargaining unit employees shall accrue vacation consistent with the Technical/Professional schedule of 1-5 years = 15 days and more than 5 years = 20 days.
12. Bargaining unit members are eligible to apply for a remote work option as outlined in the College's policy adopted October 12, 2021 or as amended. Requests for remote work will not be unreasonably denied.
13. Bargaining unit members are eligible for the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Winter Recess (December 24 to December 31).

14. Updated Language for Non-Discrimination / EEO Clause:


Mercy College is committed to achieving full equal opportunity in all aspects of College life. The College shall recruit, employ, retain, and promote employees, and shall admit and provide services for students, without regard to an individual's race, color, creed, national origin, ethnicity, ancestry, religion, age, sex, sexual orientation, gender, gender identity or expression, transgender status, marital status, familial status, partnership status, disability (including HIV/AIDS), genetic information, predisposing genetic characteristics, alienage, citizenship, criminal arrest and conviction records, military or veteran status, salary history, credit history, caregiver status, pregnancy or lactation status, sex and reproductive decisions, status as a victim of domestic violence/stalking/sex offenses/sex abuse, unemployment status, or any other legally prohibited basis in accordance with federal, state, county and city laws.

15. Duration: October 1, 2021 through September 30<sup>th</sup>, 2024.

  
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MERCY COLLEGE  
President Timothy Hall

4/6/22  
Date

  
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TOP Local 2110, UAW

4/6/2022  
Date