

Memorandum of Agreement

The following Memorandum of Agreement reflects the modifications of the Collective Bargaining Agreement between Mercy University (“Mercy”) and UAW, Local 2110 (the “Union”) which expired on September 30, 2024:

1. Length of Agreement

The Collective Bargaining Agreement between Mercy University and UAW Local 2110 shall be in force from execution of this MOA through September 30, 2027.

2. Wage Increases

A. Effective the first full payroll following ratification of this Agreement, the University will pay a 2% wage increase to all bargaining unit employees retroactive to October 1, 2024 (or the date of employment for bargaining union employees hired after October 1, 2024), plus a one-time discretionary adjustment as follows:

- \$450 (<1 year of service at ratification)
- \$550 (1-5 years of service at ratification)
- \$650 (6-10 years of service at ratification)
- \$750 (11-15 years of service at ratification)
- \$850 (16-19 years of service at ratification)
- \$1000 (20+ years of service at ratification)

B. All bargaining unit employees shall receive a 3% wage increase effective the first full payroll following September 30, 2025, or, if higher, the same percentage increase to base pay as non-union full-time staff.

C. All bargaining unit employees shall receive a 2.5% wage increase effective the first full payroll following September 30, 2026, or, if higher, the same percentage increase to base pay as non-union full-time staff.

3. Hiring Minimums

The minimum hiring rate for each grade is set out below. The minimum for each grade will be adjusted upwards by 1% every two years (beginning October 1, 2025).

<u>Grade</u>	<u>Min Hire Rate</u>
1	N/A
2	N/A

3	\$19.30
4	\$21.40
5	\$24.90
6	\$30.50

4. Reclassification of Positions (New Section)

If the duties assigned to a bargaining unit employee are changed substantially or materially changed in terms of level of difficulty or responsibility, the bargaining unit employee, the manager or the Union may request that the Human Resources Department initiate a job review of the job to determine the correct classification for that employee's position.

A written reclassification request must describe in detail, but shall not be limited to, the current duties, with approximate percentages of time spent on each and how frequently; highlight new or significantly altered responsibilities that differ from the original job description; describe the nature and scope of decisions made independently and time supervising others; and explain why the current classification no longer accurately reflects the position (such as new responsibilities taken on, increased scope of the role, or comparisons to other similar positions in the institution or industry). Human Resources shall complete a job review and render its decision to reclassify or not reclassify the position in writing to the bargaining unit employee, or bargaining unit employees if multiple incumbents, and the manager with a copy to the Union, within forty-five (45) calendar days.

Requests initiated by the bargaining unit employee or the Union will only be considered as of October 1 and April 1 of each year. Salary in the new classification shall be determined by the established Union grades and ranges, typically appearing in the Memorandum of Agreement (Wage Schedule). The salary of the bargaining unit employee shall be adjusted to the relevant consideration date noted above. Seniority in the new classification shall also begin on that date.

5. Article 7: Seniority (Revised)

Clarify the last line of (D)(3): Any bargaining unit employee in layoff status that is returned to a new position is subject to the 90-day introductory period as it relates to performance. All other benefits (health, tuition, etc.) become effective as the date the bargaining unit employee is returned and removed from layoff status.

Revise (D)(7) to say: Bargaining unit employees in layoff status may utilize the services of the Mercy University Career Center to assist with their job search. This may include career counseling, resume writing, interviewing skills and other appropriate skills to assist in their job search. If interested, the bargaining unit employee will need to make the initial contact and indicate the services they seek.

Add to clause (E): Any bargaining unit employee in layoff status who is rehired to a position that falls within the same pay grade and range as the one they were laid off from will be recalled at

their rate of pay prior to the layoff. If a bargaining unit employee's rate of pay at the time of layoff falls below the minimum of the pay range for the recalled position, their pay will be adjusted to meet the minimum. Bargaining unit employees are not guaranteed the same rate of pay as current incumbents in the role.

Add to the end of paragraph G.1 (Transfers and Promotions)

Bargaining unit employees who apply to and are offered a vacant bargaining unit position shall be offered a starting hourly pay rate within the posted hiring range based on their experience and qualifications. Bargaining unit employees who are promoted or transferred are not guaranteed the same rate of pay as current incumbents in the role.

6. Article 8: Work Week

Add the following language after the third sentence:

On any day in which the bargaining unit employee is scheduled to work 6 hours or less, the bargaining unit employee is only entitled to receive a 15-minute break (paid); such bargaining unit employee is not entitled to the 1-hour lunch break.

7. Article 14: Remote Work

Add: Per Mercy University policy, remote work is approved on a "per term" basis and a new agreement should be completed each term by July 1 (for the period of August 1 to December 31) and by December 1 (for the period of January 1 to June 30).

8. Article 18: Holidays: New Year's Day, Martin Luther King Jr. Day, President's Day, Friday Before Memorial Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Recess (Thanksgiving Day to Thanksgiving Sunday), Winter Recess (December 24 to December 31).

Bargaining unit employees required to work on a holiday shall be paid at one and a half times their regular rate of pay, with the exception of Winter Recess.

With the exception of Winter Recess, to be eligible for holiday pay, bargaining unit employees must work their regularly scheduled shifts immediately before and after the holiday.

9. Article 26: Summer Hours. *Delete reference to the Friday before Memorial Day from this section; included instead as a holiday.*

10. Article 19: Vacation Days

Add: Part-time bargaining unit employees may carry over earned but unused vacation hours equivalent to up to five of their regular workdays. For example, a bargaining unit employee who regularly works 3 hours a day may carry over up to 15 hours of vacation time.

11. Article 20: Sick Days

Replace the first line: All bargaining unit employees shall receive fifteen (15) sick days per year.

12. Article 22: Bereavement Leave

Replace current article with:

Bargaining unit employees will be granted five (5) days paid leave per year to attend to the death of their spouse, domestic partner, parent, stepparent, sister, brother, or child, stepchild, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandchild, or an adult who stood in loco parentis to the employee during childhood. Two (2) paid days per year will be granted for brother-in-law, sister-in-law, aunts, uncles, nieces, nephews, grandparents and spouse's grandparents. Bargaining unit employees are allowed up to four (4) hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the University, provided such absence from duty will not interfere with normal operations of the University. A bargaining unit 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. Part-time bargaining unit employees receive bereavement leave on a pro-rated basis.

The University may require a bargaining unit employee to provide a funeral or wake notice, obituary, or other verification of the loss.

13. Article 28: Inclement Weather

Add in the following language: Bargaining unit employees should bring their laptops home in anticipation of inclement weather. The University will endeavor to notify employees the day before an expected weather event. Bargaining unit employees who are unable to work remotely because they could not retrieve their equipment due to an approved absence will have the option to use paid leave or make alternate work arrangements, with the manager's approval. No bargaining unit employee will face disciplinary action for being unable to work remotely if their absence was due to pre-approved leave or circumstances beyond their control.

14. Article 29: Parking, Travel and Relocation

Replace 29(B) with the following language.

Bargaining unit employees will be reimbursed for mileage, tolls, and parking when they use their personal vehicle or subway or rail fares for Mercy business outside of their normal commute to their assigned or regular work location, as outlined below:

- When the bargaining unit employee is assigned to a different work location for a special event, meeting or assignment, the employee shall be entitled to reimbursement for the travel expenses in excess of the travel expenses typically incurred between home and their regular location.

- When the bargaining unit employee is assigned to work at more than one work location in a single day, they are entitled to reimbursement for travel between University campuses or between the off-campus location and the University campus.

Travel between Dobbs Ferry and Tarrytown is not reimbursable. Bargaining unit employees are expected to travel using the most economical means of transportation. Reimbursements will be handled in accordance with the Travel and Expense reimbursement policy in effect on November 12, 2024, as amended.

15. New Article: Retirement

Bargaining unit employees are eligible to apply for voluntary phased retirement as outlined in the University's policy adopted September 4, 2024, as amended. This program is a means of transitioning retirement-eligible staff from full-time employment to retirement by permitting a reduced work schedule while preserving eligibility for many valuable University benefit programs.

16. New Article: On-Campus Work When Campuses are Closed for an Active Weather Event

Eligible bargaining unit employees who are required to work on-campus when the campus is closed for inclement weather (as described in article 28) and there is an officially declared and on-going active weather emergency shall be compensated at a rate of one and one-half (1.5) times their regular hourly rate for all hours worked on-campus during the emergency period to maintain continuity of operations of essential critical infrastructure. For purposes of this article, eligible employees are defined as those members of the bargaining unit who are part of the Office of Information Technology.

17. Article 31: Short Term Disability

Add at the end of the article:

In addition, the University will provide eligible bargaining unit employees with an enhanced disability benefit of up to a maximum weekly claim benefit of \$510, in accordance with applicable state law.

Side Letter: One Time Voluntary Retirement Incentive Option

The University will offer a one-time voluntary retirement incentive option to members of the bargaining unit with a minimum of 10 years of service and a combined age plus years of service greater than or equal to 70 who are interested in retiring on March 30, 2025 (and who have not already provided notice to the University as of the date of ratification). Bargaining unit members who opt into this program would receive a lump sum payment equivalent to one-week of pay for every year of service up to twenty years, at their current rate of pay.

Side Letter: Consolidated Agreement

The parties mutually agree to work in good faith to create a single, mutually agreed upon and consolidated version of all of the agreements of the parties within 90 days of ratification.

FOR LOCAL 2110, UAW, AFL-CIO:

Olga Brudastova

Olga Brudastova, President

DATED: 02/19/2025

FOR MERCY UNIVERSITY:

Kushan Bowers

DATED: 2/19/2025