

MEMORANDUM OF AGREEMENT

It is hereby agreed by and between Mercy College and Local 2110/UAW that the Agreement, which expired September 30, 2001, is hereby renewed and extended through September 30, 2004 as modified hereafter.

1. Wages:

Effective July 1, 2001, the College will increase the salary of all clerical employees by two percent (2%) or the minimum for the employee's new pay grade under the salary study, whichever is greater.

Effective July 1, 2001, the College will increase the salary of all technical/professional employees by one percent (1%) or the minimum for the employee's new pay grade under the salary study, whichever is greater.

Effective October 1, 2001 within 30 days after the signing of the agreement, the College will increase the salaries of all employees who were on the payroll as of June 30, 2001, by two and one half percent (2.5%) except that any technical/professional employee who received no increase as a result of the salary study shall receive three percent (3%) effective October 1, 2001.

Effective October 1, 2002, the College will increase the salaries of all employees who were on the payroll by June 30, 2002 by 3-5% based on net tuition revenue to be determined on or about June 30, 2002.

Effective October 1, 2003, the College will increase the salaries of all employees who were on the payroll by June 30, 2003 by 3-5% based on net tuition revenue to be determined on or about June 30, 2003.

The hiring minimums and maximums for the new pay grades are established as follows:

<u>Clerical</u>		<u>Technical/Professional</u>	
Grade 1	18,000-24,300	Grade 4	25,000-38,749
Grade 2	18,540-25,029	Grade 5	26,250-41,999
Grade 3	19,282-26,994	Grade 6	27,824-45,911
Grade 4	20,053-29,077	Grade 7	29,773-50,613
Grade 5	21,050-31,583	Grade 8	32,144-56,770
Grade 6	22,319-34,595		
Grade 7	23,881-38,210		

Effective after the signing of the agreement, part-time employees will be compensated at a minimum of \$9.50 per hour.

Memorandum of Agreement - page two

2. Health Insurance:

As of July 1, 2002, the College may increase the physician co-payment to a maximum of \$30.00. It is understood that the carrier sets prescription co-payments.

As of July 1, 2002, Mercy shall absorb the first 10% of any increase to the monthly premiums. Employees shall absorb all increases above 10%.

As of July 1, 2003, Mercy shall absorb the first 10% of any increase to the monthly premiums. Employees shall absorb all increases above 10%.

As of July 1, 2004, Mercy shall absorb the first 10% of any increase to the monthly premiums. Employees shall absorb all increases above 10%.

In any given year of the contract when the increase in the monthly health insurance premium is 8% or less the College will absorb up to a maximum of 12% in the following year. In any given year of the contract if the increase in monthly premium is 9% the College will absorb the increase up to 11% the following year.

Mercy shall have the right to change carriers to a plan with substantially similar benefits without the approval of the Union.

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

As of January 1, 2002, the College will offer an upgraded dental plan. Employees who opt for this coverage will pay the cost of the premiums.

3. Union Visitation:

Modify Article 3, Section E as follows: The Union may schedule meetings up to four times per calendar year during the lunch hours. Such meetings will not be scheduled seven days before or after the beginning of a term, or fourteen days before or after the beginning of the fall term. Once per year, the Union may schedule a one-hour membership meeting that will be held on the last hour of Staff Development Day.

4. Tuition Benefits:

Modify Article 17, D, Graduate Programs as follows: After acceptance in the program, full-time employees may be admitted to class on a space available basis to all current graduate programs except Health Sciences. Employees will be eligible for (6) credits a semester not to exceed eighteen 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.

Memorandum of Agreement: page three

5. Holidays:

Articles 18 and 21 shall be modified as follows: Good Friday shall be eliminated as a holiday. All employees shall be entitled to an additional personal day. Any employee wishing to use a personal day on Good Friday shall be entitled to do so provided s/he gives a minimum of two weeks notice to the Department. No other approval shall be required.

6. Sick Days:

Modify Article 20 as follows: The maximum accrual rate for all clerical employees shall be increased to ninety days. All employees hired after the signing of the Agreement shall receive 12 days per year with a maximum accrual rate of ninety days. Employees with a minimum of five 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.

7. Union Security:

Modify Article 2, paragraph 4 as follows: The College shall provide each employee with a welcome letter from the Union upon hire. The College shall provide the Union twice per month with a list of new hires, terminations, transfers, layoffs and promotions. The list will only apply to bargaining unit positions.

8. Job Classification: - See side letter.

9. Seniority:

Article 7, D5 shall be modified as follows: 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.

BY:

LOCAL 2110 UAW:

Russell J. Debb

[Signature]

[Signature]

[Signature]

[Signature]

Linda M. Feyman

[Signature]

Michael [Signature]

[Signature]
[Signature]

MERCY COLLEGE:

[Signature]

[Signature]

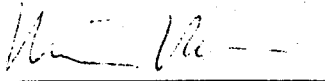
[Signature]
[Signature]

Side Letter – Job Classification Study

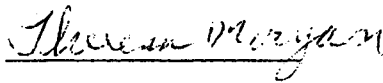
The new salary study will be implemented, as soon as possible after the ratification of the agreement. Employees who believe themselves to be incorrectly classified may request a review of their classification by notifying Human Resources in writing within 20 days of receiving notice of the classification. This shall be conducted by a Joint Classification Committee consisting of two representatives of the Union and two representatives from Management. In the event the Joint Classification Committee cannot resolve the dispute, the Union may file for arbitration within 15 calendar days after the joint classification meeting. The arbitrator's authority shall be limited to determining if the classification system was misapplied.

Side Letter – Net Tuition Revenue.

Net tuition is defined by the College as tuition collected minus scholarships and discounts.



Maida Rosenstein



Theresa Morgan