Memorandum of Agreement

The following Memorandum of Agreement ("Agreement") reflects the modifications to the Collective Bargaining Agreement ("CBA") between Mercy College ("the College" or "the Employer") and Technical, Office and Professionals Union, Local 2110, UAW ("the Union"), which expired on September 30, 2017.

Article 7 Section D (S)

Modify schedule to read:

One week after introductory period through 2 years
Two weeks after 2 years
Three weeks after 3 years
Four weeks after 4 years
Five weeks after 5 years
Six weeks after 6 years
Seven weeks after 7 years
Eight weeks after 8 years
Nine weeks after 9 years
Ten weeks after 10 years
Fifteen weeks after 15 years
Twenty weeks after 20 years

Article 14: Wage Rates

Delete current CBA in its entirety and replace with:

A. The College will pay a 2% increase or $900¹ increase (whichever is greater) effective the nearest payroll to October 1, 2017 to all bargaining unit employees based on their annual salary who were on the payroll and eligible to receive an increase in October of 2017. Employees who were hired by June 30, 2017 are eligible to receive an increase effective October 1, 2017.

B. The College will pay a 2% increase or $900 increase (whichever is greater) effective the nearest payroll to October 1, 2018 to all bargaining unit employees based on their annual salary

¹ Part time employees shall receive a pro rata share of any increases set forth herein if they are otherwise eligible for the increase.
who were on the payroll and eligible to receive that increase October 1, 2018. Employees hired by June 30, 2018 are eligible to receive the increase effective October 1, 2018.

C. The College will pay a 2.5% increase or $900 increase (whichever is greater) effective the nearest payroll to October 1, 2019 to all bargaining unit employees based on their annual salary who were on the payroll and eligible to receive that increase October 1, 2019. Employees who were hired by June 30, 2019 are eligible to receive the increase effective October 1, 2019.

D. Effective the first full payroll period after ratification, for those full-time employees who were employed at the College at the time of the ratification of this Agreement and who earn less than the minimum salary in their grade shall be raised to the minimum salary in accordance with their grade:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>$27,300</td>
</tr>
<tr>
<td>Grade 2</td>
<td>$29,000</td>
</tr>
<tr>
<td>Grade 3</td>
<td>$33,150</td>
</tr>
<tr>
<td>Grade 4</td>
<td>$36,268</td>
</tr>
<tr>
<td>Grade 5</td>
<td>$43,552</td>
</tr>
<tr>
<td>Grade 6</td>
<td>$52,226</td>
</tr>
</tbody>
</table>

E. Effective the first full payroll period following ratification, for those full-time employees who were employed at the College at the time of the ratification of this Agreement in the SSSC Coordinator position who earn under $29,500 after the October 2017 increase, shall be brought to $29,500.

F. Effective the first full payroll following ratification, for those full-time employees who were employed at the College at the time of the ratification of this Agreement in the SSSC
Counselor position who earn less than $33,500 after the October 2017 increase shall be brought to $33,500.²

G. Effective the first full payroll following October 1, 2018, for those full-time employees who were employed at the College at the time of the ratification of this Agreement and earn less than the twenty-fifth percentile for their grade, after the October 1, 2018 increase, shall be brought to forty percent of the twenty-fifth percentile:

Grade 1 $28,160  
Grade 2 $30,330  
Grade 3 $34,720  
Grade 4 $39,074  
Grade 5 $46,175  
Grade 6 $55,359

H. Effective the first full payroll following October 1, 2019, for those full-time employees who were employed at the College at the time of the ratification of this Agreement and earn less than the twenty-fifth percentile for their grade, after the October 2019 pay increase, shall be brought to 100 percent of the twenty-fifth percentile.

Grade 1 $29,450  
Grade 2 $32,325  
Grade 3 $37,074  
Grade 4 $41,708  
Grade 5 $50,050  
Grade 6 $60,060

² The parties agree to a pay adjustment effective the first full payroll after ratification as reflected in a side letter between the Union and Mercy College.
I. The new grades for bargaining unit positions (with the designation of jobs in the grades as set forth in the charts sent to the Union on December 2, 2017 and attached herein as Schedule A) shall be effective the first full payroll following ratification, and their hiring ranges shall be as follows:

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum</th>
<th>100&lt;sup&gt;th&lt;/sup&gt; percentile of Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>$27,300</td>
<td>$37,200</td>
</tr>
<tr>
<td>Grade 2</td>
<td>$29,000</td>
<td>$42,780</td>
</tr>
<tr>
<td>Grade 3</td>
<td>$33,150</td>
<td>$49,198</td>
</tr>
<tr>
<td>Grade 4</td>
<td>$36,268</td>
<td>$58,028</td>
</tr>
<tr>
<td>Grade 5</td>
<td>$43,522</td>
<td>$69,634</td>
</tr>
<tr>
<td>Grade 6</td>
<td>$52,226</td>
<td>$83,652</td>
</tr>
</tbody>
</table>

**Article 15: Health Insurance (Section A)**

Delete the first two sentences and replace with:

All Union employees who participate in the HIP/Emblem Health Care Plan shall contribute 12.5% of the total cost of the plan for the duration of the contract.

**Article 17: Tuition Benefits (Sections A and D)**

The Registration Fee (inclusive of the former technology fees) for employees shall be waived effective January 1, 2018.

Fees which have been historically paid for by employees, shall continue to be paid for by employees.
Article 23 (new paragraph) New York State Paid Family Leave Act

Employees shall receive leave under the New York State Paid Family Leave Act ("NYSPFL") consistent with the law. Mercy College shall pay the employee contribution of the NYSPFL for January 1, 2018 through January 1, 2019. Effective January 1, 2019, employees shall pay 50% of the total NYSPFL contribution via a payroll deduction. Effective January 1, 2020, employees shall pay 100% of the total NYSPFL contribution via a payroll deduction.

Article 27: Health and Safety Committee

Modify Section B to require one union representative for each group of 50 collective bargaining members. The Union Chair shall also become a member of the Committee and each member of the Committee shall be granted up to 8 hours each per CBA term to participate in training by the Union.

Article 38: Duration

Modify to read: commencing on October 1, 2017 and ending September 30, 2020.

Timothy Hall
MERCY COLLEGE
President Timothy Hall

DATE
2/8/18

DATE
2/9/18

DATE
2/9/18

TOP Union, Local 2110 UAW

DATE
2/9/18

DATE
2/9/18

Therese Marshall

DATE
2/9/18
SCHEDULE A - LIST OF CURRENT JOB TITLES AND GRADES

(The specification of job titles herein shall not preclude the addition of newly created titles in the future.)

Grade 1:
Administrative Assistant I
DASA Clerical Assistant
Media Services Coordinator
Receptionist

Grade 2:
Administrative Assistant II
Administrative Assistant USDOE Access\(^3\)
Collaboration, STEM
SSSC Coordinator
Assistant Lab Manager, Biology
Customer Service Coordinator
Circulation Desk Supervisor

Grade 3:
Admin Assistant III
Library Assistant
Physician Assistant/Administrative Assistant
Administrative Assistant, PHAS
Administrative Assistant, ES
Administrative Assistant, SHNS
Administrative Assistant, CCRO
Administrative Assistant, Upward Bound Clinic
Administrative Assistant, Speech and Hearing
Accounts Payable Specialist
SSSC Counselor
Administrative Coordinator, Biology
Assistant Lab Manager, Biology
Coordinator, Enrollment Services
Research and Grants Coordinator
Sr. Chemistry Lab Assistant
SSBS Coordinator

\(^3\) It is understood that the Administrative Assistant USDOE Access is currently filled by an Administrative Assistant II. This does not preclude the College, when filling an opening for the role, from hiring an individual as Admin Assistant USDOE at Grade I if the duties are reflective of an Admin Assistant 1. The same would apply to other department specific positions where the base title (i.e. Admin Assist) may exist in several Grades.
Grade 4:
Admin Assistant IV
Admissions Recruiter
PACT Counselor
COP/HEOP Counselor
HEOP Counselor
COP/SSSP Counselor
Counselor, Career and Professional Development
Counselor, Financial Aid Systems Management
Counselor, Student Accounts (Fin. Aid Systems Mgmt.)
Counselor, McNair
FASM Counselor
PACT Mentor
Graduate Admissions Counselor
Enrollment Services Counselor
SSSP Counselor
Resident Director
Senior Lab Assistant, School of Health and Natural Sciences
Sr. Enrollment Services Counselor
STEP Coordinator
Student Life Specialist
Testing Coordinator

Grade 5
ACCESSibility Specialist
Accountant
Assistant to the Dean
Laboratory Manager
Music Studio Manager
Senior Career Specialist
Staff Accountant
Technology Manager

Grade 6
Senior Graphic Designer