MEMORANDUM OF AGREEMENT
BY AND BETWEEN
MERCY COLLEGE AND LOCAL 2110 OF THE UAW

The parties agree to resolve their dispute in connection with Article 26 Summer Hours
of the Collective Bargaining Agreement as follows:

1. The College shall have the right to remain open on Summer Fridays in 2007.

2. Each bargaining unit employee shall be entitled to nine (9) Fridays off as
summer hours during the period of May 21 through August 31, 2007, including
the right to at least one Friday off as part of a long holiday weekend, (Memorial
Day weekend, July 4 week, or Labor Day weekend).

3. These nine (9) days shall be in addition to the employee’s entitlement to
personal days and vacation time. Previously approved requests for personal
days or vacation time shall not be altered as a result of the Fridays off schedule
without the consent of the employee whose time off has been approved.

4. Employees shall submit their selected Fridays off in writing to their
Department Manager by 5 pm on May 21. Department managers shall
approve selections in the following order: the most senior bargaining unit
employee in the department shall first select a long holiday weekend, followed
by the second most senior employee and so on. After each bargaining unit
employee has had the opportunity to select a holiday weekend, the most
senior employee shall select her/his remaining eight Fridays off, followed by
the next most senior employee and so on.

5. The College reserves the right to determine the necessary amount of staff
required for each location on Fridays during the Summer period and may also
require that up to three of the nine Fridays selected by an employee be
switched to alternative Fridays during the period, provided that employee’s
requests for particular Fridays are not unreasonably denied and that it
complies with 2-4 above.
6. It is understood that where there is a regular and continuous past practice of bargaining unit members working Saturdays or Sundays during the summer period (e.g., Health Sciences Department), this may continue as it has in the past. However, in no event shall the College schedule Saturdays or Sundays as work days for a bargaining unit member during the period of May 21 through August 31, 2007 due to an individual being granted a Friday off under this MOA.

7. This agreement does not set a precedent and cannot be relied upon by either party in future proceedings except in any proceeding to enforce this agreement. The parties agree that any disputes concerning the implementation or interpretation of this agreement shall be initiated at the third step of the grievance and arbitration procedure. In the event that the dispute is unresolved, the parties agree to submit the matter to arbitration before whichever of the following three arbitrators has the earliest mutually acceptable hearing date: Daniel Brent, Robert Douglas, Bonnie Silver Weinstock.

Wayne Webb  
Director of Human Resources  
Mercy College  
May 11, 2007

Maida Rosenstein  
President  
TOPO, Local 2110 of the UAW  
May 10, 2007