

AGREEMENT

BETWEEN

***MARYMOUNT UNION OF STAFF
EMPLOYEES, (MUSE), LOCAL 7942,
NEW YORK STATE UNITED TEACHERS, AFT, NEA,
AFL-CIO***

AND

MARYMOUNT MANHATTAN COLLEGE

This Agreement is made and entered into as of the 9th day of December, 2009 by and between MARYMOUNT MANHATTAN COLLEGE in the City of New York (hereinafter called “the College”) and MARYMOUNT UNION OF STAFF EMPLOYEES, Local 7942, NYSUT, AFT, NEA, AFL-CIO (hereinafter called “the Union”), acting herein on behalf of the employees of the College, as hereinafter defined, now employed and hereinafter to be employed and collectively designated as the “Employees.”

WITNESSETH:

WHEREAS, Marymount Manhattan College recognizes the Union aforesaid as the collective bargaining representative for the employees covered by this Agreement as hereinafter provided; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties DO HEREBY AGREE AS FOLLOWS:

1. RECOGNITION

The College recognizes Marymount Union of Staff Employees (MUSE), Local 7942, NYSUT, AFT, NEA, AFL-CIO, as the exclusive bargaining agent for the unit certified by the National Labor Relations Board in Case No. 2-RC-23151:

Included: All full-time and regular part-time employees employed by the Employer.

Excluded: All full-time and part-time faculty, skilled maintenance employees, Assistant Director of Academic Access, Director of Systems Applications, Director of Career Services and Internships, Assistant Dean/Director of Student Development and Activities, Associate Director of Academic Advisement, Mac/Multimedia Manager, Psychiatrist, Financial Analyst, Payroll Coordinator, and confidential employees, guards, and supervisors as defined in the Act, temporary employees and student employees.

A temporary employee is one who is hired for a period of up to three (3) months and is so informed at the time of hire, and who is hired for a special project or to replace an employee who is on vacation, out due to illness or injury, out on an authorized leave of absence or who has terminated from employment. The said three (3) month period of temporary status may be extended for the length of any authorized extension of a leave of absence upon agreement between the Union, the employee and the College. If a temporary employee filling the position of a regular employee who has been separated from employment is selected to fill that position on a permanent basis, the temporary employee will then be included in the bargaining unit and be subject to the terms of this Agreement. In such cases, the previous period of temporary employment shall be credited towards entitlement to employee benefits under this Agreement.

The College will not increase the number of hours of bargaining unit work assigned to student employees if the direct result of such action would be a reduction in the number of fulltime or part time bargaining unit positions or a reduction in the number of hours assigned to part time bargaining unit employees as of the effective date of this Agreement.

2. UNION SECURITY

All employees shall become members of the Union or agency fee payers no later than the thirtieth (30th) day following the beginning of such employment or thirty (30) days after the execution date, whichever is later, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment. All employees who choose to pay agency fees, rather than membership dues, shall pay agency fees as a condition of continued employment.

For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders his/her periodic dues and initiation fee uniformly required as a condition of membership.

Subject to Articles 5 and 6, hereinafter, an employee who has failed to maintain membership in good standing or fails to pay agency fees as required by this Article shall, within thirty (30) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged if, during such period, the required dues and initiation fee or agency fees have not been tendered.

The Union agrees that it will indemnify and hold the College harmless from any recovery of damages sustained by reason of any action taken under this Article.

Upon written notice from the Union, the College will deduct all Union membership dues as provided for in the authorization form set forth below, upon condition that at the time of such notice, the Union shall furnish the College with a written authorization executed by the employee in the following form:

“I hereby authorize and direct Marymount Manhattan College to deduct from my salary and to remit to the Union on my behalf, Union initiation fees and regular periodic membership dues or agency fees in amounts specified by the Marymount Union of Staff Employees (MUSE), Local 7942, NYSUT, AFT, NEA, AFL-CIO. This authorization may be revoked by me as of any anniversary date hereof by written notice by me of such revocation, received by the College and the Union, by registered mail, return receipt requested, not more than sixty (60) days and not less than ten (10) days, before any such anniversary date, or on the termination date of the Collective Bargaining Agreement, by like notice, prior to such termination date, whichever occurs sooner. All employees represented by the Marymount Union of Staff Employees are required to pay membership dues or agency fees to the Union within thirty (30) days of their employment, or the execution date of the first Collective Bargaining Agreement between the Union and the College, whichever is later, as a condition of their employment at Marymount Manhattan College.”

Signature

Date

Name

Social Security No.

The College will notify the Union promptly of any revocation of such authorization received by it.

3. MANAGEMENT RIGHTS

Section 1: Management of the College is vested exclusively in the College. Except as otherwise provided in this Agreement, the Union agrees that the College has the right to establish, plan, direct and control the College's missions, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control College operations; to alter, extend or discontinue existing equipment, facilities, and the location of operations; to continue, discontinue or cancel any academic or non-academic programs, classes or services for any reason deemed sufficient in the sole discretion of the College; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of bargaining unit staff, including but not limited to staff teaching; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which bargaining unit staff's performance is evaluated; to establish and require bargaining unit staff to observe College rules and regulations; to discipline or dismiss bargaining unit staff; to establish or modify the College calendars, including holidays and holiday scheduling; to assign work locations; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom services are delivered; to determine in its sole discretion all matters relating to staff hiring and student admissions; and to exercise sole authority on all decisions involving academic matters.

Section 2: The foregoing statement of the rights of management and of College functions is not exhaustive or all inclusive, but indicates the type of matters or rights which belong to and are inherent in management and shall not be construed in any way to exclude other Employer functions not specifically enumerated.

Section 3: Failure to exercise any of the rights or functions, whether or not expressly stated herein, shall not constitute a waiver thereof.

Section 4: No action taken by the College with respect to management or academic rights shall be subject to litigation unless the exercise thereof violates an express written provision of this Agreement.

4. RESPONSIBILITIES OF THE PARTIES

Each of the parties hereto acknowledges the rights and responsibilities of the other party and hereby agrees to discharge its responsibilities under this Agreement.

The Union, its officers and representatives at all levels, and all employees, are bound to observe the provisions of this Agreement.

The College, and its representatives at all levels, are bound to observe the provisions of this Agreement.

During the life of this Agreement, the Union will not cause, or cause the employees represented by it to cause, nor will any such employee take part in any strike, sympathy strike, slowdown, work stoppage, or any other concerted interference with the College's work. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activity and no employee shall participate in any such activity.

Should any employee or employees take part in any strike or other Union activities contrary to the terms of this provision, the College shall immediately notify the Union, and the Union through its representatives shall take steps, as described herein, to have the employee or employees concerned immediately return to work in the case of a strike or to cease any other activity prohibited by this Article:

1. Publicly disavow such action by the employees.
2. Advise the College in writing that such action by employees has not been called or sanctioned by the Union.
3. Notify employees of its disapproval of action and instruct such employees to cease such action and to return to work immediately.
4. Post notices at Union bulletin boards advising that it disapproves such action and instructing employees to return to work immediately.

The College agrees there shall be no lockout of any kind whatsoever during the life of this Agreement.

Any violation of this Article shall be subject to the grievance and arbitration procedures established and described in this Agreement.

Any employee or employees engaged in an unauthorized strike, slowdown, work stoppage, or any other concerted interference with the College's work in violation of this Agreement, will be subject to disciplinary action, at the discretion of the College, up to and including discharge. Such disciplinary action shall be subject to the grievance and arbitration procedure.

5. GRIEVANCE PROCEDURE

Adjustments of all complaints, disputes, controversies, and grievances of any kind or nature arising between the College and the Union concerning the interpretation, operation, application or performance of the terms of this Agreement, or any complaint, dispute, controversy or grievance involving a claimed breach of any of the terms or conditions of this Agreement shall be undertaken in accordance with the following procedure:

STEP 1. Any employee feeling him/herself aggrieved must raise a grievance within ten (10) days from the time the dispute arises or within ten (10) days of when the employee becomes aware of the act or omission complained of, with the immediate supervisor either alone or, at the employee's option, accompanied by a shop steward. Such immediate supervisor shall give an answer to said grievance within ten (10) working days. However, whenever a department head is the employee's immediate supervisor, the grievance procedure shall begin at Step 2.

STEP 2. If the grievance is not settled satisfactorily in Step 1, then within five (5) working days after the time in which the immediate supervisor's answer referred to in Step 1 is due, the employee, with or without a Union representative, shall present a written grievance in person to the grievant's department head or that person's designee. A grievance so presented shall be answered by the department head or that person's designee in writing within five (5) working days after its presentation.

STEP 3. If the grievance is not satisfactorily settled in Step 2, the grievance must, within five (5) working days after the answer in Step 2 is due, be presented to the Vice President for Administration and Finance, or a designated representative of the Vice President. At the third step a grievance must again be presented in writing. The Vice President for Administration and Finance, or the designee, shall, within five (5) days of the receipt of said written grievance, discuss the matter together with the Union representative, the supervisor, and with the aggrieved employee, unless the employee waives the right to be present; and the Vice President or the designee shall render a decision in writing within ten (10) working days after the meeting.

Failure on the part of the College to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Anything to the contrary herein notwithstanding, a grievance concerning discharge may be presented initially at Step 3 in the first instance, within ten (10) working days from the receipt of notice of the discharge.

Without waiving their statutory rights, a grievance either on behalf of the College or the Union may be presented initially at Step 3 by notice in writing addressed to the Union at its offices, or to the College.

All time limits herein specified shall be deemed to be regular working days.

Any failure to file a grievance, or disposition of a grievance from which no appeal is taken, within the time limits specified herein shall render the matter closed and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement.

A grievance which affects a substantial number of a class of employees, and which the College representative designated in Step 1 and Step 2 lacks authority to settle, may initially be presented at Step 3 by the Union representative.

6. ARBITRATION

A timely grievance, as defined in Article 5, which has not been resolved thereunder must, within fifteen (15) working days after completion of Step 3 of the grievance procedure, if the complaining party wishes to pursue, be referred for arbitration by the College or the Union to arbitration before an arbitrator to be selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Article 5, and he or she shall have no power to add to, subtract from, modify, alter or amend in any way any of the terms of this Agreement.

It is agreed that time is of the essence in any arbitration, and both parties will exert their best efforts to obtain a speedy decision.

7. DOMESTIC PARTNERS

Wherever the term spouse is used in the contract, the benefit provided may be used equally by an employee and a domestic partner and by an employee and a same sex domestic partner. Wherever the term child or children is used in the contract, the benefit provided may be used equally by an employee for the natural or adopted child or children of a domestic partner and of a same sex domestic partner.

8. RESIGNATION

An employee who resigns shall give the College two (2) weeks advance notice. An employee who gives notice of resignation, as provided above, or whose employment is terminated, shall be entitled to receive payment for unused vacation time accrued as of the effective date of the resignation or termination, subject to a maximum equal to the employee's annual entitlement for the fiscal year in which separation occurs. However, any sick days taken after the giving of notice shall be deducted from the accrued unused vacation payment.

9. PERSONAL WORK

No employee shall be required to do personal, non-business related work for his/her supervisor or any other employee off of the College's premises. No employee shall be required to perform an unreasonable or excessive amount of personal, non-business related work for his/her supervisor or any other employee on the College's premises.

10. VISITATION, UNION ACTIVITY, BULLETIN BOARDS, NOTICE

A representative of the Union shall have reasonable access to the College, upon reasonable advance notice to the Vice President of Administration and Finance or the Director of Human Resources, or their designees, at a mutually agreeable location and time, for the purpose of conferring with the stewards of the Union and/or employees covered by this Agreement, and for the purpose of administering this Agreement. Such visits shall not interfere with the operation of any department or office.

No employees shall engage in any Union activity, including the distribution of literature, which would interfere with the performance of work.

The College shall provide at least one (1) bulletin board in a reasonably accessible place, such as near the elevator banks, for Union notices. No notices which are derogatory to the College shall be posted.

The Union shall have the right to reasonable use of photocopying equipment. A separate account for photocopying shall be made available to the Union for the purpose of carrying out union activities.

The College will provide notice to the Union: (a) of temporary employees performing unit work, including name, location, and date of hire, and (b) notification of hires and terminations, and of change in employment status from part- to full-time, full- to part-time, or temporary to permanent.

The College will provide notice to the Union, twice a year, of all bargaining unit employees, including name, home address, location, salary, and date of hire, and, with the employee's individual written consent, telephone number and email address.

The College agrees to provide the Union with a locked file cabinet.

Shop stewards shall not handle grievances during the working time of either the steward or the affected employee without the consent of both the steward's and the affected employee's supervisor.

Each steward, to a maximum of five (5), shall be granted two (2) hours off with pay three (3) times per year to attend Union meetings.

The Collective Bargaining Agreement shall be posted on the College's Human Resources website.

11. NO DISCRIMINATION

Neither the College nor the Union shall discriminate against or in favor of any employee because of race, color, religion, gender, sexual orientation, immigrant or citizenship status, ethnic or national origin, disability, age, veteran's status, union activity, or any other protected status.

12. PROBATIONARY EMPLOYEES

Newly hired employees shall be considered probationary for a period of ninety (90) days from the date of employment excluding time lost for sickness and other leaves of absence with no ability to extend.

During or at the end of the probationary period the College may terminate any such employee at will and such termination shall not be subject to the grievance and arbitration procedures of this Agreement.

Furthermore, any such employee is not required to give (2) two weeks notice of resignation if said employee desires to leave during this period.

13. JOB DESCRIPTIONS

The College will provide each employee with a written job description which will contain the principal duties. Additionally, the College will provide the title of the employee's immediate supervisor(s) and the grade level of the job.

A job description may be changed by the College to meet the operating requirements of the College, or to reflect changes which may have occurred, such as the elimination or addition of specific duties.

14. SENIORITY

A: DEFINITION:

- (1) Bargaining unit seniority is defined as the length of time an employee has been continuously employed in any capacity for the College.
- (2) Classification seniority shall be defined as the length of time an employee has worked continuously in a specific job classification within a department.

B: ACCRUAL

- (1) An employee's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last date of hire.
- (2) Bargaining unit seniority shall accrue during a continuous authorized leave of absence without pay, provided that the employee returns to work immediately following the expiration of such leave of absence; during a period of continuous layoff, not to exceed the lesser of twelve (12) months or the length of an employee's continuous employment prior to layoff, if the employee is recalled into employment; and during an authorized sick leave of absence.
- (3) Classification seniority shall accrue during the periods specified in Section (2) above hereof and during the time an employee works in a specific job classification.
- (4) Temporary employees, as defined in Article 1, shall have no seniority during the time they occupy the status of temporary employees, but should any temporary employee become a permanent employee after continuous employment without a break in service, then such employee's seniority shall be retroactive to the date of employment.

C: LOSS OF SENIORITY:

An employee's seniority shall be lost when he/she:

- (1) Terminates voluntarily.
- (2) Is discharged for cause.
- (3) Exceeds an authorized leave of absence.
- (4) Is laid off for a period exceeding twelve (12) consecutive months or a period exceeding the length of the employee's continuous service prior to layoff, whichever is less, or is laid off and fails to provide the notice set forth in Section F(2) below.

D: APPLICATION:

- (1) Bargaining unit seniority shall apply in the computation and determination for eligibility for all benefits where length of service is a factor pursuant to this Agreement.
- (2) Classification seniority shall apply in layoffs and recalls in accordance with Sections E and F below and for scheduling of vacations as herein provided, except that bargaining unit seniority shall be used for vacation scheduling for any employee who must change jobs due to College reorganization.

E: LAYOFF:

- (1) In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off on the basis of their classification seniority, subject to their ability to perform the work.
- (2) As soon as the College knows that an employee is to be laid off it will notify that employee of the intent to lay-off.

F: RECALL:

- (1) Whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off subject to their ability to perform the work. If a vacancy occurs in a job classification where no employee in that classification has recall rights, then, at the College's sole discretion, the laid off employee with the most bargaining unit seniority will be recalled if he/she has the ability to perform the work and, if not, the next senior employee will be recalled and so on.
- (2) Recall rights shall be retained for up twelve (12) months from the date of layoff, subject to Section C(4) above, provided the employee notifies the Human Resources Office of continuing interest in being recalled (including his/her current address) each four (4) months.
- (3) Probationary employees who have been laid off have no recall privileges.

15. JOB VACANCIES AND PROMOTIONS

When it is desired to fill any vacancy occurring in a classification within the scope of the bargaining unit, the following procedure will be observed, taking into account an employee's work record, ability, experience, and where these qualifications are deemed by the College to be equal, preference will be given to the employee who has been in the employ of the College the longest, subject to section (c) below:

- (a) All job vacancies shall be posted by the College for five (5) regularly scheduled work days on the College website. Such notice shall contain a job description, the requirements for the job, the classification, and the salary range. Such notices shall also be available in the Human Resources office in a location to be specified by the Director of Human Resources. A copy shall be given to the Union representative designated in writing by the Union.
- (b) All interested employees shall apply in writing to the Director of Human Resources within the above described five (5) day period. All employees who have so applied shall be considered for the position.
- (c) If the College determines that no employee who has applied is qualified for the position, then the College shall fill the vacancy as it may determine.

The employee, if any, awarded the job vacancy shall be placed in the new position upon notification by the College.

If, within 90 days of a promotion, the position from which the employee was promoted is still available, and has not yet been filled, the employee may, with the approval of the supervisor of the former position, return to his/her former position upon written notice to the Director of Human Resources within the 90 day period.

16. DISCHARGE AND SUSPENSION

The College shall have the right to discipline and discharge any employee for just cause.

The College will notify the Union in writing of any discharge within five (5) days of the time of discharge. If the Union desires to contest the discharge, it shall give written notice thereof to the College within ten (10) working days from the date of receipt of notice of discharge. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth; however, commencing at Step 3 of the grievance procedure.

The College will notify the Union in writing of any suspension within five (5) days of the time of suspension.

17. HOURS

The regular work week for all full-time employees shall consist of thirty-five (35) hours per week, divided into five (5) working days of seven (7) consecutive working hours per day, with an unpaid break for meal-time, not to exceed one (1) hour. The workweek shall be deemed to be Monday through Sunday.

The College may at its discretion temporarily change the hours of any employee. However, before implementing any permanent change in hours, the College shall notify the Union of the proposed change and provide an opportunity to bargain over the change.

In the event the College is closed or will be opening late due to a reason beyond the College's control, the College shall notify employees in accordance with existing policy by telephone at least two hours before the commencement of their work shift of the closing or delayed opening. Part time employees who are scheduled to work on such day and cannot reasonably reschedule their hours to another day in said week shall be paid for the time lost due to closing or delayed opening. In the event the College is closed (or has a delayed opening), any employee required to come to work on such day shall be paid at the rate of time and one half for hours worked during such closure or period prior to the delayed opening.

During the summer months, the workweek schedule may be changed to allow closing of the College on some Fridays. If an employee cannot work the summer workweek hours for good cause shown, the College may, but shall not be required to, consider having the individual work some other schedule in lieu thereof. Summer workweek hours, when scheduled in a four day workweek, shall include a 45 minute lunch period, of which 30 minutes shall be unpaid.

18. OVERTIME

Non-exempt employees shall be compensated at the rate of one and one-half times their regular pay for authorized time worked in excess of forty (40) hours per week.

Exempt employees who perform more than forty (40) hours' work in any week may, at the College's sole discretion, with the input of the employee's supervisor, be granted compensatory time off therefor, said time off to be scheduled at least two (2) days in advance or less with the consent of the supervisor and with the consent of the employee's supervisor or department head; such comp time must be taken within 30 days of the day in which the overtime is incurred or such other time period as is authorized by the employee's supervisor.

Paid and unpaid absences, other than absences for holidays, unscheduled School closings and days of jury service, shall not be considered as time worked for purposes of computing overtime.

The assignment and working of overtime by non-exempt employees shall be within the sole discretion of the College, which may discontinue or deny permission to any employee to work overtime.

19. PART TIME EMPLOYEES/BENEFITS

Part time employees shall not be entitled to any benefits except as set forth herein. Regular part-time employees shall receive pro rata sick pay, calculated by dividing the employee's regular number of weekly hours worked by thirty five, and multiplying by twelve, which entitlement shall be accrued at the rate of one-twelfth of the pro rata entitlement per month. The College and the Union agree to study jointly during the term of the Agreement the mechanics for administering the pro rata sick pay and the feasibility of establishing transit check program for part time employees.

The College agrees to codify and continue its existing practices regarding accrual of vacation benefits and Retirement Plan contributions for regular part-time employees.

The College agrees that, for regular part time employees with at least one year of employment, should a holiday listed in Article 21 occur on a regularly scheduled workday, and the employee not be able to reasonably reschedule said workday to another day in that week, the employee shall be paid for said day, up to a maximum of two (2) such days per contract year.

Regular part-time employees shall be eligible to participate in the College's Medical Assistance Fund, subject to the rules and limitations of that Fund.

20. VACATIONS

Based on years of service, employees will accrue vacation time as follows:

First Two Years of Continuous Service - vacation is accrued at the rate of 5.83 hours per month for an accrual of 2 weeks per year.

Two to Five Years of Continuous Service - vacation is accrued at the rate of 8.75 hours per month for an accrual of 3 weeks per year.

Five or More years of Continuous Service - vacation is accrued at 11.67 hours per month for an accrual of 4 weeks of vacation per year.

Upon separation from employment, employees will be paid for any unused, accrued vacation time, subject to a maximum equal to the employee's annual entitlement for the fiscal year in which separation occurs. If an employee leaves before three months, she/he is not entitled to any accrued vacation.

Employees may carry over a maximum of one-year's accrual into the new fiscal year (which begins July 1st). Accruals in excess of this amount are forfeited unless used by July 31.

Example: Employee A currently accrues vacation leave at the rate of 11.67 hours per month (4 weeks vacation/year) and has accumulated to date 8 weeks of unused vacation leave. According to the College's vacation policy, Employee A will forfeit all accrued vacation leave in excess of the 4 week carry-forward permitted under this policy. To avoid this forfeiture, Employee A must use, by July 31, all of her/his accrued but unused vacation leave in excess of the 4 week carry-forward allowed her/him.

Unearned, but used vacation leave will be deducted from the final paycheck.

Vacation is subject to prior approval of the supervisor and should be planned and approved well in advance, taking into account workflow and other employees' schedules. Employees may request to use up to one week of vacation entitlement prior to its accrual in any School year; however, the decision to grant such request shall be within the sole discretion of the employee's supervisor and the Human Resources Department.

21. HOLIDAYS

Employees shall be entitled to paid holidays within each calendar year as follows:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Spring Holiday (2010: April 2; 2011: April 22; 2012: April 6)
Memorial Day
Independence Day
Labor Day
Columbus Day
Day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving
Christmas Day

In the event employees are required to work on any of the holidays specified above, they shall be paid for all hours worked on the holiday at time and one half their regular rate of pay, and shall, in addition, receive an additional day off with regular pay, or an extra day's pay in lieu thereof.

In addition, a paid extended holiday may be given to employees due to the closing of the College for winter recess, which includes Christmas Day, at the discretion of the College. Should the College be generally closed for the winter recess, any bargaining unit employee required to work during said winter recess shall be paid time and one half for all hours worked during said winter recess and shall, in addition, either be paid an additional day's pay, or, at the College's sole discretion, be given an additional day off with regular pay. Should the College be generally open for winter recess, any bargaining unit employee required to work during said winter recess shall be paid straight time for all hours worked on each day during said winter recess but shall be provided with a day off with pay on a date to be mutually agreed upon by the employee and his or her supervisor during the period following said recess on or before the following June 30.

Employees may use accrued personal and vacation days to observe religious holidays not included in the College holiday schedule.

In addition, employees who are registered voters shall, if so required by the New York State Election Law, be given take time off from work on Election Day in order to vote.

22. SICK LEAVE AND PERSONAL DAYS

(a) Sick Leave

Employees, after one (1) year of employment, shall be entitled to six (6) paid sick leave days, accrued one day per month, during each July 1 to June 30 year. During the first year of employment, upon completion of the probationary period, employees shall receive a pro rata portion of the six (6) days, up to a maximum of five (5) paid sick leave days.

Unused sick leave may be accumulated up to a maximum of one hundred twenty (120) days.

Employees who are unable to come to work because of sickness must notify their supervisor as soon as possible, but no later than the two (2) hours before the commencement of the workday, except in the event of emergency. Employees who will be late must notify their supervisor as soon as possible. Notification of the supervisor by voicemail to the supervisor's voice mailbox shall be deemed sufficient notice if timely pursuant to the foregoing.

(b) Personal Days

In addition to the above sick days, employees with at least six (6) months of service, shall be entitled to six (6) personal days during each July 1 to June 30 year, accrued .50/day per month. During the first year of employment, upon completion of the probationary period, employees shall receive a pro rata portion of the six (6) days. Unused personal days may not be carried over after June 30 of each year, but shall be converted to unused sick days and may be carried over subject to the limitations set forth in section (a) above. Personal days may not be used to supplement vacation time. Employees may request to use up to two (2) personal days prior to their accrual in any July 1 to June 30 year; however, the decision to grant such request shall be within the sole discretion of the employee's supervisor and the Human Resources Department.

23. BEREAVEMENT LEAVE

An employee will be granted a paid leave of up to five (5) days in case of death in the immediate family (wife, husband, life/domestic partner, parent (which includes in-laws and foster parents), children, step-children, sister, brother, step-sister, step-brother, grandparent, aunt, uncle, niece, or nephew). The College, at its sole discretion, may grant bereavement leave in the event of the death of other members of the family, or the death of close friends.

24. UNPAID LEAVE OF ABSENCE

Employees shall be eligible for unpaid leave in accordance with the following:

A: PREGNANCY LEAVE:

Leave for the period of disability due to pregnancy or childbirth shall be treated in the same manner as leave for reasons of disability due to other causes.

B: FMLA LEAVE:

All eligible employees are entitled to FMLA leave in accordance with law.

C: MILITARY LEAVE:

Leaves of absence for the performance of duty with the Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

D: UNION BUSINESS:

- (1) A leave of absence for a period not to exceed a total of five (5) days per year may, at the College's sole discretion, be granted to employees in order to attend Union conferences or conventions, provided such leaves will not interfere with the operation of the College.

E: OTHER LEAVES:

Leaves of absence, without pay, for other reasons may be granted by the College at its sole discretion. While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay nor to accrue sick leave time or vacation. When an employee timely returns to work following an authorized leave of absence, he/she shall be reinstated to his/her former classification or equivalent classification, with his/her seniority.

25. RETIREMENT PLAN

College contributions to the Marymount Manhattan College TIAA/CREF Retirement Annuity, or such other similar plan as the College may, at its sole discretion, adopt or change to, in an amount equal to ten percent (10%) of an employee's salary, shall continue in full force and effect during the term of this Agreement.

26. TUITION EXEMPTION

The College agrees to continue its existing practice of offering employees tuition remission for courses taken at Marymount, as well as its existing policy for Graduate Study Tuition Assistance.

Employees who register for courses at the College shall pay a \$75.00 registration fee in lieu of the regular registration fee, in addition to applicable course lab fees.

Employees may also participate in the College's Tuition Exchange Program, and Council of Independent Colleges and Universities Tuition Exchange Plan, which is a network of colleges and universities willing to accept, tuition free, students from families of full-time employees of other participating colleges, for so long as the College remains a member of such Program or Plan.

A copy of the College's Tuition Reimbursement Benefit is annexed hereto as Exhibit "A".

27. MEDICAL INSURANCE (Including Life Insurance)

The College agrees to continue its existing practice with regard to providing employees with medical insurance, subject to the revised indexing annexed hereto as Schedule 1, which revised indexing shall be effective January 1, 2010. Should either party so request at least 30 days prior to each contract anniversary date (i.e., July 1, 2010 and July 1, 2011), the parties agree to meet to negotiate concerning changes to the medical insurance plan.

The College also agrees to continue its existing practice with regard to making a payment of \$1392.00 per year to employees who are eligible for but decline medical insurance. Should the College request at least 30 days prior to each contract anniversary date (i.e., July 1, 2010 and July 1, 2011), the parties agree to meet to negotiate concerning changes to the payment to employees declining medical insurance.

28. DENTAL INSURANCE

The College agrees to continue its existing practice with regard to providing employees with dental insurance. Should either party so request at least 30 days prior to each contract anniversary date (i.e., July 1, 2010 and July 1, 2011), the parties agree to meet to negotiate concerning changes to the dental insurance plan.

29. VISION COVERAGE

The College agrees to continue its existing practice with regard to offering employees a discount on vision expenses.

30. WAGES AND MINIMUMS

The College shall increase each employee's pay by four (4%) percent retroactive to July 1, 2009. Thereafter, wages shall be increased in accordance with increases granted by the Board of Trustees during the balance of the term of this Agreement, unless, at least 30 days prior to each contract anniversary date (i.e., July 1, 2010 and July 1, 2011), either party shall request that the parties meet to negotiate concerning changes to the wages, in which case the parties shall so negotiate. Increases for first year employees shall be subject to the pro rating set forth in the Salary Administration Program Policy and Procedure Manual.

31. ELECTRONIC FUNDS TRANSFER

The College agrees to continue its practice of offering employees direct deposit of their paychecks.

32. FLEXIBLE SPENDING ACCOUNT

The College agrees to continue its practice of offering employees flexible spending accounts.

33. ETRAC/TRANSIT CHEK

The College will continue its practice of offering employees ETRAC/Transit Chek so bargaining unit employees may purchase transit vouchers using pre-tax dollars.

34. PERSONNEL FILES

Any employee may review his/her personnel file at any time with an appointment, in accordance with procedures established by the Human Resources Department. Representatives of the Union, with written permission of the employee, will be granted access to personnel files. Employees will be entitled to make photocopies of the contents of their personnel files.

The College will notify employees when disciplinary/warning letters are placed in personnel files.

35. PERFORMANCE EVALUATION

Any performance evaluation of an employee by the College will be shown to the employee and shall be initialed by the employee. The initialing by the employee means that he/she has read the evaluation and does not mean acceptance.

36. JOB UPGRADE

Decisions on requests for upgrades shall be subject to the grievance and arbitration procedure. The College will notify the Union when a position has been reclassified out of the bargaining unit.

37. EXPENSES [LUNCH AND DINNER MONEY]

The College agrees to maintain the existing practice with regard to reimbursing employees for all expenses incurred while attending off-campus meetings on behalf of the College.

38. HEALTH AND SAFETY COMMITTEE

(a) The College recognizes the need to maintain a reasonably safe, healthful and sanitary workplace. The College shall carry out its obligations as set forth in applicable federal, state and local laws and regulations to provide a safe and healthy environment for its employees. Where an employee believes there is a threat to the health or safety of him or herself or other employees, the matter shall be submitted to the Grievance Procedure.

(b) Two College representatives and two Union representatives, at the request of either party, shall meet twice a year at a mutually agreeable place to discuss matters relating to health and safety. At least one currently employed bargaining unit staff employee shall be a Union representative. Such meetings shall be scheduled at a mutually convenient time that does not conflict with either party's work schedule. Either party may submit items for discussion. Such items must be submitted in writing to the other party at least seven (7) calendar days before the scheduled meeting. The meeting shall be limited to one hour and shall be restricted to these agenda items. No items discussed nor actions taken during such meetings shall modify the collective bargaining agreement (including but not limited to its management rights clause) or any College prerogative, policy, procedure or practice.

39. JURY DUTY

The College agrees to continue its practice pertaining to jury duty, with pay limited to two weeks per calendar year.

40. EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York, such provision shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

41. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties.

42. SEXUAL HARASSMENT

Marymount Manhattan College is committed to the principle that no employees shall be subject to sexual harassment, which includes but is not limited to, unwelcome verbal or physical sexual advances. In the case of such harassment, an employee may pursue the grievance procedure. Grievances under this Article will be processed in an expedited manner.

In this spirit the College shall notify all of its employees of its policy regarding sexual harassment, including required participation in the College's online training program.

43. UNION VOTE COPE CHECKOFF FUND

The College shall provide a payroll mechanism to permit employee contributions to the Union COPE Fund.

44. UNION MEETINGS

The College will permit the Union to conduct six (6) Union meetings on the premises of the College during the term of this Agreement, with a maximum of three (3) in any calendar year, and a maximum of one (1) in any thirty day period. Requests for such meetings shall be given at least thirty days in advance. These meetings shall be held at a time and place approved in advance by the College. No employee may attend such meetings during that employee's work shift without the prior consent of the employee's supervisor and/or department head.

45. EFFECTIVE DATES AND DURATION

This Agreement shall be in full force and effect for the period commencing July 1, 2009 to June 30, 2012.

The College and the Union agree jointly to enter into discussions relative to a renewal of this Agreement no later than the sixtieth (60th) day immediately preceding the termination date of the Agreement.

IN WITNESS WHEREOF, the Union and the College have executed this Agreement as of the date first above written.

Marymount Union of Staff Employees, Local 7942, NYSUT, AFT, NEA, AFL-CIO

By: _____

Marymount Manhattan College

By: _____
Judson R. Shaver, President

EXHIBIT "A"

TUITION REIMBURSEMENT

The Benefit

In order to encourage staff development, under the Graduate Tuition Assistance benefit, Marymount Manhattan College will provide partial reimbursement for graduate study to College staff employees in accordance with the policy outlined below. The benefit applies to employees seeking to obtain a first Master's level degree or a Doctoral degree if a Master's degree was obtained prior to employment at MMC. Once you have participated in the program, you may not receive reimbursement for a subsequent program. Unless approved by the Executive Vice President - Administration & Finance, the College will not reimburse a staff member for both a Masters degree and a Doctoral degree.

Employee Eligibility

To be eligible for Graduate Tuition Assistance, the staff employee must have completed one year of continuous full-time service at the College. The eligibility period begins on the first day of regular full-time employment. At the time of registration for the degree program, the staff employee shall have completed the one-year full-time service requirement.

Application Process

Before enrolling in a graduate course, the staff employee must submit an Application for Tuition Reimbursement, along with materials describing the specific graduate program and related course description(s) to his or her supervisor. Upon approval, the supervisor will send the application to the Human Resources department for examination and approval. The Human Resource department will determine if the proposed program meets the criteria for reimbursement as outlined below. Approval is in the sole determination of the Human Resources department with the concurrence of the Executive Vice President, Administration and Finance. The Human Resources department will notify the employee in writing of the outcome of the approval process.

Criteria for Reimbursement

The staff employee must have enrolled in a graduate degree program with an accredited college or university to qualify for reimbursement under this program. The College will not provide reimbursement for individualized course work taken outside of a graduate degree program. In order for a staff employee to receive tuition reimbursement under this benefit, the Human Resources department will determine the relationship between proposed graduate program and the staff employee's job position at Marymount Manhattan College. In order for approval to occur, the Human Resources department must determine that the proposed course is "job-related". By definition, a "job related" course of study should have the potential to improve a

staff employee's performance in his or her current position and/or improve the staff employee's likelihood to advance to another position within the College.

Reimbursement will apply to a grade of a grade of B or better as documented by an official transcript from the college or university attended by the staff employee.

For reimbursement purposes, staff employees must submit the following paperwork to the Human Resources office: a) a Reimbursement of Tuition Form, completed in advance of course registration and available at the Human Resources office; b) a course syllabus for each course taken; c) an official transcript, and d) proof of tuition payment.

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Additional Information

" The College will reimburse the employee up to \$200 per credit. Reimbursement is limited to 10 credits per year and is capped at \$6000 for the year. Participation in the program will occur on a first come first served basis. Availability of funding will determine the number of participants in the program.

" Since graduate study may not interfere with or interrupt the participant's normal duties within any given business day, staff employees should not register for classes scheduled during regular daily business hours of the College, which are 9 AM through 5 PM.

" Should a staff employee participating in the tuition reimbursement benefit terminate his or her employment with the College before the completion of an academic semester for reasons other than disability, then full tuition charges for that semester are the responsibility of the staff employee.

" Exclusions from this policy include attendance at workshops, seminars, conferences and other non-degree granting institutions.

This is a pilot program with a proposed trial period of three years. The College reserves the right to amend or discontinue this benefit at any time.