

## MEMORANDUM OF AGREEMENT

WHEREAS there is a Collective Bargaining Agreement between Marymount Manhattan College ("the Employer") and Marymount Adjunct Collective (MAC), Local 7946, NYSUT, AFT, NEA, AFL-CIO (the "Union"), dated July 1, 2013, effective September 1, 2012 through August 31, 2014, which was extended by a Memorandum of Agreement for the period September 1, 2014 through August 31, 2017 (collectively, "the Agreement"); and

WHEREAS, the parties have continued to abide by the Agreement; and

WHEREAS, the parties have agreed to the terms of a new agreement, and wish to incorporate those terms into a written agreement;

It is hereby AGREED that the Agreement shall continue in full force and effect except as modified below:

1. The new term of the Agreement shall be September 1, 2017 through August 31, 2020. Article XXXI shall be revised so as to reflect the new term.

2. Article I shall be revised to add an additional subsection which would read as follows: "While staff members who teach classes are not covered by this Agreement, such staff members who teach a class shall be subject to the terms of Annex A hereto."

3. Article III Section (5) shall be revised to state:

"The College will distribute Membership Information, and/or a Membership form and Dues Checkoff authorization as provided by the Union. The College will deduct all Union membership dues as provided for in the authorization form as executed by the employee.

The College shall include these items in its initial hiring packet together with other new hire paperwork that is provided to all prospective bargaining unit members. Additionally, to ensure that all bargaining unit members are in compliance with this Article, the College will provide employees with a copy of these items at the time of hire, appointment, and/or reappointment. The provision shall not apply to substitute employees."

4. Article X shall be revised to state: “The parties agree to form a study committee to review the issue of overtallies and steps that can be taken to reduce the occurrence of such occurring and/or means of addressing the situations where overtallies occur.”

5. Article XIV shall add a Section 6 to read:

Section 6. When an hourly bargaining unit member is scheduled for work, and that work is cancelled with less than 24 hours’ notice, the bargaining unit member shall be paid the full wage for the hours that member were scheduled to work for the day in question, unless the bargaining unit member is able to reasonably reschedule the hours in question to another day in said week.

6. Article XIX shall be revised to read:

Section 1. There shall be a retroactive increase of 2% based on the applicable rate payable for the period September 1, 2017 through August 31, 2018 and an additional 2% based on the applicable rate payable for the period September 1, 2018 through August 31, 2019. Effective September 1, 2019 in the amounts set forth below for the period September 1, 2019 through August 31, 2020.

| MMC PROPOSAL  | Current as of 8/31/17 | 9/1/17-8/31/18 | 9/1/18-8/31/19 | 9/1/19-8/31/20 |
|---------------|-----------------------|----------------|----------------|----------------|
| Adjunct       | 3,532.04              | 3,602.68       | 3,674.73       | 4,000.00       |
| Tutors, per   | 30.78                 | 31.40          | 32.02          | 35.00          |
| Accompanists, | 35.49                 | 36.20          | 36.92          | 40.00          |
| Private Voice | 986.89                | 1,006.63       | 1,026.76       | 1,100.00       |
| DTI           | 126.14                | 128.66         | 131.24         | 145.00         |

Section 2. Effective September 1, 2019, adjunct faculty members receiving the longevity bonus shall receive a 3.5% bonus per semester, calculated on total compensation for the semester, to be paid within 30 days of the end of the semester.

Section 4 shall be amended to provide for a 40% cancellation fee with less than fourteen calendar days’ notice for fall or spring and 40% cancellation fee for the summer and January terms with less than seven calendar days’ notice.

7. Article XX shall be amended to provide that the College shall contribute \$30,000 to the Medical Assistance Fund.

8. Article XXX shall be amended to add the following provision:

All bargaining unit employees should take and successfully complete EEO, FERPA, and sexual harassment training (*or other courses, but no more than three per semester*) without additional compensation; the College shall make efforts, where applicable, to have such training done on College time. However, if such training cannot be arranged to be taken on College time, each affected bargaining unit member will be paid the gross sum of \$50.00 per course upon timely successful completion of each course, based upon the completion due dates to be set by the College. Provided there is timely completion, payment will be made within 30 days of the completion due date.

9. The following provisions shall be added to the Agreement:

a. "Bargaining unit members are eligible to participate in the College's 403(b) Plan in accordance with the Plan's terms."

b. "The College will reimburse any reasonable educator expenses, other than professional development expenses, which are approved in advance by the division chair."

c. "The College shall abide by the terms of the New York City Earned Safe and Sick Time Act."

#### ANNEX FOR STAFF MEMBERS:

1. Fulltime and part time staff, or members of the adjunct bargaining unit other than adjunct faculty, who concurrently teach a course for at least one credit shall also be included in the list referenced in Article II Section 2 of the MAC Agreement.
2. Fulltime and part time staff, and members of the adjunct bargaining unit other than adjunct faculty, who concurrently teach a course for at least one credit shall also be eligible for peer review and observation under Article VIII, Section 6 of the MAC Agreement.
3. Fulltime and part time staff, and members of the adjunct bargaining unit other than adjunct faculty, who concurrently teach a course for at least one credit, and who have met the service requirements in Section 3 of Article IX, shall be included in the cohort of Adjunct Faculty to the extent such list is published by the College.
4. Fulltime and part time staff, and members of the adjunct bargaining unit other than adjunct faculty, may grieve any violation of his/her rights under this Schedule in accordance with the grievance procedure of the applicable labor agreement with respect to issues directly involving courses that they teach.
5. Fulltime and part time staff, and members of the adjunct unit other than adjunct faculty, who concurrently teach a course for at least one credit may apply for a grant under the terms of Article XXII subject to the requirements of that provision.

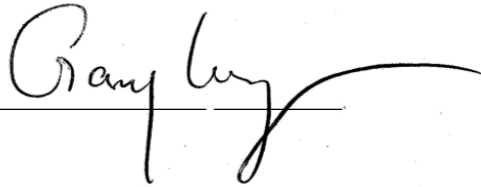
6. A personnel file shall be maintained for fulltime and part time staff, and members of the adjunct unit other than adjunct faculty, who concurrently teach a course for at least one credit concerning such teaching responsibility.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

MARYMOUNT MANHATTAN COLLEGE

By: \_\_\_\_\_

MARYMOUNT ADJUNCT COLLECTIVE,  
Local 7946, NYSUT, AFT, NEA, AFL-CIO

By:  \_\_\_\_\_