

## **COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE 1 – PARTIES**

- 1.1 This Agreement is between Mercy College (“College”) and Service Employees International Union, Local 200United (“Union”).

### **ARTICLE 2 – RECOGNITION – THE COLLECTIVE BARGAINING UNIT**

- 2.1 The College recognizes the Union as the exclusive bargaining representative for all Adjunct Faculty, Lecturers, and those Tutors who teach at least one credit or non-credit course in the classroom or online or a hybrid course, employed at all College locations in a regularly-scheduled part-time or full-time (if applicable) position, including any employees who may hold another position with the College but who also teach as adjuncts and are not excluded.
- 2.2 Excluded are all other employees, including students who work for the College, temporary and/or grant-funded employees, confidential employees, managerial employees, guards, and supervisors as defined by the Act.
- 2.3 Any reference to employees in this Agreement means bargaining unit employees covered by this Agreement, unless otherwise noted.

### **ARTICLE 3 – UNION MEMBERSHIP**

- 3.1 All employees covered by this agreement shall become and remain members of the Union in good standing as a condition of employment no later than thirty (30) calendar days of the effective date of this Agreement or within thirty (30) days of hire for all future employees; provided, however, that employees may choose not to join the Union and, in lieu of regular dues, to pay an agency fee equal to the core membership rate consistent with applicable law (Beck, 487 U.S. 735).
- 3.2 The College agrees to deduct union dues from the paychecks of employees who submit a dues deduction authorization form in the dollar amount(s) specified by the Union, and to remit such total amounts to the Union on a monthly basis.
- 3.3 The Union shall indemnify and protect the College against any form of liability and all claims relating to employee membership or non-membership in the Union and/or dues deduction.

### **ARTICLE 4 – EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

- 4.1 The College and the Union are committed to maintaining a working environment for employees based on full equal opportunity that is free from any discrimination on the basis of race, color, national or ethnic origin, citizenship, immigration in accordance with federal law, age, religion, disability, sex (including pregnancy), sexual orientation, gender, gender identity, gender expression, transgender status, marital status, criminal history in accordance with state law, veterans status, unemployment status, Union membership status or Union activity, or any other characteristic protected by College policy and/or applicable federal, state or local law. This includes a commitment to protect employees who file a good

faith complaint of alleged discrimination and/or participate in an investigation of such a complaint from any unlawful retaliation.

#### **ARTICLE 5 – ACADEMIC FREEDOM**

- 5.1 Consistent with principles of academic freedom as expressed in the Mercy College Faculty Handbook, bargaining unit employees have the freedom to express a variety of viewpoints in the classroom and in their scholarly research relating to their subject, but should avoid controversial matters unrelated to their subject. Research under the auspices of Mercy College on human participants must be approved by the Institutional Review Board.
- 5.2 The concept of academic freedom is accompanied by an equally demanding concept of public responsibility. Bargaining unit employees are members of a learned profession, and a representative of an educational institution. When a bargaining unit employee speaks or writes as a citizen, they should be free from institutional censorship or discipline, but the position of a faculty member as part of a learned profession imposes special obligations. In such instances, they should be accurate, exercise proper restraint, show respect for the opinions of others, and make every effort to indicate that they are not an institutional spokesperson.

#### **ARTICLE 6 – HEALTH AND SAFETY**

- 6.1 The College and the Union are committed to providing a safe working environment for all bargaining unit employees. The College will include bargaining unit employees in any campus wide safety-related communications and in emergency response training.
- 6.2 Employees are reasonably expected to report hazardous conditions that they become aware of to their immediate supervisor and/or to appropriate emergency response officials in the event of any perceived imminent danger to themselves, to students, or to anyone else on College property and/or in connection with a College-sponsored activity.
- 6.3 Any issues pertaining to health or safety may be raised in the Labor Management Committee.

#### **ARTICLE 7 – LABOR MANAGEMENT COMMITTEE**

- 7.1 A Labor-Management Committee consisting of up to two (2) Union representatives per School and the Library, and up to an equal number of College representatives, will meet upon request twice per academic year at a mutually agreeable time and place for up to ninety (90) minutes to discuss topics of general concern. A request to meet must include a proposed agenda of up to three (3) topics. The responding party may add up to three (3) topics. Agenda items must be finalized and exchanged between the parties at least two (2) business days in advance of the meeting.
- 7.2 The meeting will be limited to the topics on the agenda. The meeting may not be used to engage in bargaining, to discuss grievances, or to discuss individual personnel issues.
- 7.3 It is understood that any and all of the above limits may be modified in a given case upon mutual agreement.

**ARTICLE 8 – APPOINTMENTS AND ASSIGNMENTS**

- 8.1 Appointments of Adjunct Faculty and assignment of courses are made by the Provost upon recommendation of the applicable School Dean or designee. The College may appoint Lecturers and Instructors for up to two academic years. The College will appoint Senior Lecturers and Senior Instructors for two academic years. Senior Instructors and Senior Lecturers will be assigned at least three (3) courses during their two-year appointment, except where the adjunct is not interested in teaching multiple courses, or where the course previously taught by the adjunct is not offered, or where the number of sections for that course is substantially reduced, or for any similar reason relating to the needs of the College (such as curricular needs, enrollment and scheduling needs), and subject to the bargaining unit member's prior performance.
- 8.2 Course assignments may include overall responsibility for a designated course or discrete functions relating to a course. Such assignments are made based on the needs of the College according to its assessment of the best academic fit for fostering student learning and academic success and for sustaining student enrollment.
- 8.3 Bargaining unit employees may provide input to their Department Chair or Program Director on courses they would like to teach and may propose new course offerings. Such stated preferences will be given serious consideration particularly when the bargaining unit member wishes to teach the same course previously taught, subject to the needs of the College and the bargaining unit member's prior performance in teaching that course. Length of service is also a relevant factor in choosing who will receive course assignments in accordance with their stated preferences.
- 8.4 Prior to the start of each term, the College will issue individual written confirmations of assignment, and bargaining unit employees are responsible for confirming their acceptance of the assignment. In most cases the College's notice will be issued no later than two (2) weeks prior to the start of the term, and employees must confirm within one (1) week of such notice. Where less than two (2) weeks' notice is provided, employees must confirm within two (2) business days.
- 8.5 The College will provide notice of reappointment or non-reappointment by May 31<sup>st</sup> of the final academic year of a bargaining unit member's appointment. The notice will include the term of appointment, academic unit, current rank and initial compensation.
- 8.6 Assignments may be changed or cancelled based on course enrollment and other factors pertaining to the needs of the College. The College will endeavor to promptly notify bargaining unit employees of any changes or cancellations of appointments and assignments.
- 8.7 All appointment, non-reappointment and assignment decisions including any changes thereto are not subject to Section 15.4 (Arbitration)
- 8.8 Bargaining unit employees are welcome to apply for any posted full-time faculty positions and, if qualified may be interviewed for any such positions.

## **ARTICLE 9 – ACADEMIC RANKS**

9.1 The Union and the College agree to the following academic ranks and criteria:

<u>Instructor</u>	No terminal degree and less than thirty (30) credit hours or three (3) years of prior service to the College
<u>Senior Instructor</u>	No terminal degree and thirty (30) or more credit hours or three (3) or more years of prior service to the College
<u>Lecturer</u>	Terminal degree and less than thirty (30) credit hours or three (3) years of prior service to the College
<u>Senior Lecturer</u>	Terminal degree and thirty (30) credit hours or three (3) or more years of prior service to the College

Bargaining unit employees who retired as members of the College's core faculty after twenty or more years of service and who were given the rank of Assistant Professor Emerita/us, Associate Professor Emerita/us, or Professor Emerita/us, will retain that emeritus rank.

9.2 If a bargaining unit member currently meets the requirements of a particular academic rank, they will be placed in the appropriate academic rank upon ratification of this Agreement. Those who do not currently meet the minimum requirements of a particular academic rank upon ratification of this Agreement shall have their previous work at the College applied toward future placement into the appropriate academic rank. A bargaining unit member's prior service to the College will count toward the bargaining unit member's service for purposes of rank, appointments and assignments. The College reserves the right to appoint a new bargaining unit member at a higher rank based on their external bona fides.

## **ARTICLE 10 – INCLUSION IN THE ACADEMIC COMMUNITY**

10.1 The parties recognize that bargaining unit employees play an important role in maintaining a rigorous learning environment and enhancing student retention and success. As such, the parties encourage bargaining unit employees to actively participate in the broader academic community and the broader college community at Mercy.

10.2 The College encourages academic units to invite adjunct faculty members to participate in their academic unit level meetings (at least one meeting per semester), and activities when appropriate. Academic units independently exercise discretion as to who will be invited and to which meetings. The College will encourage academic unit heads to send all relevant bargaining unit employees minutes from academic unit level meetings, when available and when deemed appropriate.

10.3 Adjunct faculty members may, but are not required to, participate in various ways, including but not limited to: participating in and attending college-wide events and activities open to employees such as public lectures or other public events; participating in academic unit meetings to which they are invited; and submitting suggestions to their academic unit or program to establish a new course or to change, or modify and provide feedback on any course that a unit member teaches or has taught.

- 10.4 The parties acknowledge that participation in any of the above activities is voluntary and will not be considered compensable time beyond the fixed per course amount paid to adjunct faculty members.

#### **ARTICLE 11 – ACCESS TO COLLEGE RESOURCES**

- 11.1 The College will provide employees with access to designated campus facilities, including the libraries, café and common areas, for academic and instructional purposes, as well as participation in various College events in accordance with College policies.
- 11.2 The College will provide employees with an official Mercy College email address which must be used to conduct all College-related business. Employees will continue to have access to their Mercy College email for up to twelve (12) months after the last day of teaching at the College, except in cases where it is known that the employee will not be returning.
- 11.3 To the extent practicable, the College will allow employees to access relevant available computers, printers, photocopying, curricular or other instructional materials (including available past syllabi and rubrics) supplies, technical support, and workspaces in order to prepare for classes and serve students. For each campus the College will provide a current list of available workspaces and meeting spaces. To the extent practicable, workspaces/meeting spaces will include tables/desks, chairs, and wi-fi access.
- 11.4 The College will provide employees with access, electronic or otherwise, to any applicable written handbooks, guidebooks, policies, procedures, bulletins or catalogs, as well as a specific section on the College website for adjunct-related information.
- 11.5 The College will invite employees to attend certain relevant pedagogical and technology-related trainings and workshops.
- 11.6 The College will list employees in the online College directory, including name, College email, academic unit and academic title.

#### **ARTICLE 12 – PROFESSIONAL DEVELOPMENT**

- 12.1 The College provides multiple opportunities for professional development in the Mercy context, as well as funding programs that support professional development opportunities for faculty members, including bargaining unit employees, that take place outside the College. The College will highlight these opportunities in its regular communications and encourages bargaining unit employees to take advantage of them. In addition, the College will establish and manage a dedicated professional development fund for adjuncts of \$40,000 per year for stipends to participate in activities relating to their teaching such as course redesign and pedagogy-related projects. These funds are not intended for activities related to scholarship/research. There is no carryover from one year to the next of any unused funds.
- 12.2 To be eligible for such funding, unit employees must have taught for a minimum of two (2) semesters. In order to receive funding, an eligible unit employee shall submit an application and be approved in accordance with College policy/practice.

- 12.3 For those unit employees awarded professional development funds in such programs, the College will reimburse approved expenses upon submission of applicable receipts and evidence of successful completion of the approved professional development activity.
- 12.4 Denial of applications for funding or a particular item for reimbursement under this Article is within the College's discretion and will not be a subject to the grievance process.
- 12.5 The College will provide the Union with an annual report listing the names and amounts distributed to bargaining unit employees.

### **ARTICLE 13 – EVALUATIONS**

- 13.1 The College may use a number of tools to evaluate bargaining unit employees, including classroom observations (with advance notice) either in-person or electronic and either live or recorded, student evaluations and other student feedback, data analytics, assessment of course materials, engagement with students, compliance with faculty and other College policies and procedures, compliance with any supervisory instruction, and accountability for any deliverables. Student feedback and evaluations will not be the sole item used to evaluate a bargaining unit employee's performance.
- 13.2 Each bargaining unit employee may access their student evaluation reports, completed observation forms, and any written performance evaluations to which bargaining unit employees may attach their own comments which shall be considered in the evaluation process. All formal evaluations shall be included in the bargaining unit employee's personnel file.
- 13.3 In the absence of an evaluation conducted at the College's initiative, a bargaining unit employee may request an evaluation up to once per school year, and the College will make a good faith effort to grant such requests subject to available resources. No bargaining unit employee will be treated less favorably than another bargaining unit employee due to the fact that one requested an evaluation and the other did not.

### **ARTICLE 14 – DISCIPLINE AND DISCHARGE**

- 14.1 Discipline may include verbal warnings, written warnings, unpaid suspensions, reassignment, demotion and/or removal of course assignments, or discharge. Disciplinary actions may be accompanied by reasonable corrective measures with which the unit employee must comply. A unit employee will not be disciplined, suspended, or discharged without just cause.
- 14.2 Performance reviews, evaluations and performance improvement-related measures are not considered discipline for purposes of this Article. However, it is understood that continued failure to meet expectations may lead to discipline or discharge. Discipline/discharge for purposes of this Article also shall not include the College exercising its option to decline to hire or reappoint bargaining unit employees pursuant to the terms of this Agreement.
- 14.3 A unit employee may be removed from service with or without pay pending review of the matter; provided, however that an employee suspended without pay will receive back pay in the event the review does not result in discharge (less any days of unpaid disciplinary suspension).

- 14.4 A unit employee may request that a Union representative be present at any investigatory meeting that the unit employee reasonably believes may lead to discipline.

#### **ARTICLE 15 – GRIEVANCE PROCESS**

- 15.1 A Grievance is a claim presented in writing to the Human Resources Office ("HR") that an explicit term of this Agreement has been violated, misinterpreted or misapplied. This is the sole and exclusive procedure for the resolution of such claims.
- 15.2 A Grievance must be reduced to writing and delivered to HR within ten (10) calendar days of when the action on which the Grievance is based first occurred or when reasonably should have been known by the affected adjunct faculty member(s). The written Grievance must clearly indicate the matter is a Grievance; identify the affected bargaining unit employee(s) to the extent practicable, referred to as the "Grievant(s)"; be signed by the Union steward or Union representative; describe the action being challenged, including the date on which the action first occurred, and the specific provision(s) of this Agreement allegedly violated; and specify the relief requested.
- 15.3 The following procedure will apply after a timely grievance has been filed:
- Step 1 A Step 1 meeting will be held at a mutually agreed time within ten (10) calendar days of delivery of the Grievance. The purpose of this meeting is for the aggrieved employee(s) and Union representative(s) to explain why they believe the action in question violated the Agreement. The Dean or other appropriate College official will issue a written Step 1 Answer within seven (7) calendar days of the Step 1 meeting. Grievances on behalf of two (2) or more bargaining unit employees may be initiated at Step 2.
- Step 2 If not resolved at Step 1, the Union may initiate a Step 2 Review by delivering a written Notice to the Provost or their designee within seven (7) calendar days of delivery of the Step 1 Answer. A Step 2 meeting will be held at a mutually agreed time within ten (10) calendar days of delivery of the Step 2 Notice. The purpose of this meeting is for the Grievant(s) and Union representative(s) to explain why they believe the action in question violated the Agreement. The Provost or their designee will issue a written Step 2 Decision within seven (7) calendar days of the Step 2 meeting.
- 15.4 If the dispute remains unresolved following Step 2, the Union may file a demand for arbitration with the American Arbitration Association (AAA) within thirty (30) calendar days of the Step 2 Decision. The AAA's rules for labor arbitrations will apply. Each party shall bear the expense of preparing and presenting its own case. The cost of arbitration, including the fees and expenses of the arbitrator, shall be borne by the non-prevailing party. The Arbitrator must follow the terms of the Agreement as written according to the plain meaning of the words used and may not infer any obligation beyond what is expressly provided for by those terms. No evidence of past practice prior to the effective date of this Agreement may be introduced or considered in support of a grievance. The Arbitrator's decision will be final and binding on both parties, subject only to a court challenge.
- 15.5 The time limits for filing a Grievance and advancing it to the next Step will be strictly enforced, meaning that the Grievance will be waived and not processed any further if any deadline is missed. Deadlines can only be extended by a written agreement signed by both parties. If the College fails to meet the deadline at any step of the grievance procedure, then the Grievance will automatically move to the next Step.

**ARTICLE 16 – EMPLOYMENT RECORDS**

- 16.1 Employees may review their employment records by appointment, scheduled in advance. A management representative will be present during the review to ensure that nothing is copied, removed or added to the College's records without the College's permission.
- 16.2 Any employee who wishes to respond to any document in their employment records shall have the right to submit their own written statement which will be added to their employment records.

**ARTICLE 17 – BARGAINING UNIT LISTS**

- 17.1 The College will send the Union a current list of all persons engaged to teach in a bargaining unit position by no later than the 15<sup>th</sup> of every month.
- 17.2 The lists will be in Excel (or comparable format) and include name, position, current hire date, current course assignment(s) (including start date and end dates, course number, course title, school, subject, campus and number of credits), pay rate, Mercy email, home address, personal email and phone number, if provided by the employee.

**ARTICLE 18 – PAY DAY**

- 18.1 Bargaining unit employees will be paid on the same day and in the same manner as other College employees, including direct deposit at the employee's option, along with a detailed pay stub.

**ARTICLE 19 – COMPENSATION**

- 19.1 Adjunct faculty members who are responsible for all aspects of teaching a course will be paid for a three-credit course according to the following schedule:

Degree	2022-2023	2023-2024	2024-2025
No Terminal Degree	\$3400	\$3500	\$3600
Terminal Degree	\$3500	\$3600	\$3700
Health Professions: No Terminal Degree	\$4600	\$4650	\$4700
Health Professions: Terminal Degree	\$5100	\$5150	\$5200

Adjuncts who teach a course of less or more than three credits will have their pay pro-rated accordingly.

- 19.2 The College may pay a greater amount than specified above to certain highly specialized adjunct faculty members, including those with responsibility for clinical oversight, within its discretion on a case-by-case basis. The College further reserves the right to increase base pay rates for the next academic year based on market considerations with at least thirty (30) days advance notice to the Union and the opportunity to discuss any concerns the Union may have. No bargaining unit member currently receiving a higher per course rate under this Section will have that rate for such course reduced as a result of this Agreement.



- 19.3 The College will determine the applicable pay rates within its discretion for any bargaining unit employees who are only assigned to perform discrete tasks related to a course, as opposed to being responsible for all aspects of teaching a course.
- 19.4 In the event an adjunct faculty member accepts a full course assignment, but the course is cancelled by the College within two (2) weeks prior to the start of the term through the last date for registration or change of program, the adjunct will receive a course cancellation stipend in the amount of Three Hundred Dollars (\$300) per course; provided, however that no stipend will be paid if the adjunct faculty member is offered an alternative assignment for the same term (such as an assignment involving a modality or time change); and only a partial stipend will be paid if an alternative assignment is offered that pays less than Three Hundred Dollars (\$300), in which case stipend amount would be for the difference between Three Hundred Dollars (\$300) and the lesser amount paid for the alternative assignment.
- 19.5 To the extent that a bargaining unit employee is offered an assignment to perform additional administrative duties beyond the adjunct faculty member duties relating to an assigned course, such additional work will be paid on an hourly basis at a minimum rate of \$25.00 per hour during the 2022-2023 Academic Year, \$25.50 during the 2023-2024 Academic Year, and \$26.00 per during the 2024-2025 Academic Year.
- 19.6 Upon completing ten (10) consecutive years of service (with no more than a three year break in service) bargaining unit employees will receive a one-time longevity payment of Five Hundred Dollars (\$500.00) to be paid at the end of the term in which they complete their tenth year (December or June).

#### **ARTICLE 20 – BENEFITS**

- 20.1 Educational Benefits. Adjunct faculty members, with the approval of the Academic Program Head and in accordance with applicable College policy, may enroll in up to twelve (12) graduate credits per academic year (September 1 - August 31) or may audit courses at one hundred percent (100%) remission. Adjunct faculty members, after ten (10) years of service, may have one of their spouse/domestic partner or their child, enroll in undergraduate or graduate courses at fifty percent (50%) remission. Proof of relationship is required, and for undergraduate courses filing of FAFSA and TAP applications is required. Remission may not be used for Health Science courses or for non-credit bearing courses. Courses may only be taken by the adjunct faculty member and/or their spouse/domestic partner or child during the academic year in which the adjunct is assigned a course load. No more than six (6) credits may be used in one academic term (semester, quarter and trimester). Remission/audit credit shall be no greater than the adjunct's total academic year course load credits. Credits cannot be carried over to another academic year.
- 20.2 Retirement Savings. Bargaining unit employees are eligible to contribute on a voluntary basis to the College's 403(b) retirement saving plan using pre-tax dollars via payroll deduction in accordance with IRS rules.
- 20.3 Employee Discounts. Bargaining unit employees are eligible to take advantage of various employee discount programs on the same basis as other College employees. Such discount programs include those with vendors operating on the Mercy College campuses, as well as external third parties.
- 20.4 Access to facilities. Bargaining unit employees have access to all Maverick ID facilities, Dobbs Ferry fitness facilities, shuttle service, and common parking areas, in accordance with operational policies and practices as the established by the College.

- 20.5 Statutory benefits. Bargaining unit employees will receive any benefits to the extent required by law (including meeting individual eligibility requirements), including but not limited to NY Paid Sick Leave.
- 20.6 The College reserves the right to make adjustments to the benefits package for adjunct faculty members to enhance Mercy's competitiveness in the market for adjuncts and/or to reflect evolving standards and practices in the higher education industry.

## **ARTICLE 21 – UNION RIGHTS**

- 21.1 The Union will give written notice to the College of any employees designated to serve as Union stewards, as well as the Union Staff Representative assigned to Mercy College.
- 21.2 Prior to accessing College property the Union Staff Representative will give written notice to Human Resources at least forty-eight (48) hours in advance stating the start time and duration of the visit. If any other persons who are not College employees will be part of the Union's visit, the notice must also include a list of each person's name, valid email address and phone number. The parties must reach a mutually agreeable time and location for such meetings. Such visits shall be for the purpose of administering the contract. The advance notice requirement does not apply to mutually agreed upon meetings between Union representatives and management representatives.
- 21.3 The transaction of Union business and any other Union related activity may not disrupt or attempt to disrupt normal business, College events, classroom activities, the individual employment responsibilities of any employee whether or not covered by this Agreement, and/or student activities.
- 21.4 The Union shall be given some time on the agenda at the end of the College's annual faculty orientation to meet with newly hired bargaining unit employees, provided that the Union's communications comply with applicable College policies, are respectful and responsible, and do not contain any statements that are false and/or malicious concerning the College or any individual member(s) of the College community. The College will state in its agenda that the program will contain a Union presentation for bargaining unit employees at the end of the College's portion of the program. One or more College representatives may or may not decide to remain for this portion of the program and shall be observers only and not participate.
- 21.5 The College will designate one bulletin board on each campus for Union communications, provided that such communications comply with applicable College policies, are respectful and responsible, and do not contain any statements that are false and/or malicious concerning the College or any individual member(s) of the College community. The Union shall monitor the bulletin boards and shall promptly remove inappropriate or outdated material.
- 21.6 The Union stewards and Union Staff Representatives may use Mercy College email to communicate with bargaining unit employees provided that such communications comply with applicable College policies, are respectful and responsible, and do not contain any statements that are false and/or malicious concerning the College or any individual member(s) of the College community. It is understood that individual bargaining unit employees have the right to opt out from union-related emails.

## **ARTICLE 22 – MANAGEMENT RIGHTS**

- 22.1 Management of the College is vested exclusively in the College. Except as otherwise specifically provided by an express provision of this Agreement, the Union agrees that the College has the right to establish, plan, direct and control the College's business, including but not limited to its missions, programs, objectives, activities, resources, and priorities; to establish and administer policies, procedures, rules and regulations, and direct and control College operations; to alter, extend, reduce or discontinue existing programs, units, schools, courses, equipment, facilities, and location(s) of operations; to determine or modify the type of personnel to perform duties, the number, qualifications, scheduling, responsibilities and assignment of bargaining unit employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the timing and content of evaluations, and to determine the processes and criteria by which bargaining unit employees' performance is evaluated; to establish and require bargaining unit employees to observe College policies, procedures, rules and regulations; to discipline or dismiss bargaining unit employees; to exercise the option to not hire or reappoint bargaining unit employees; to establish or modify the academic calendars, including holidays and holiday scheduling; to assign work locations; to establish, modify or discontinue parking and office assignments; to schedule hours of work; to recruit, hire or transfer; to determine how and when and by whom instruction is delivered; to determine in its sole discretion all matters relating to faculty hiring and tenure and student admissions; to introduce new methods of instruction; to lay off bargaining unit employees; to expand and contract the College and its operations and business by acquisition, sale, merger or other means; or enter into consortium agreements or other teaching or business arrangements; to establish, modify, combine or eliminate any division, unit, operation or service or portion thereof; to require the participation of bargaining unit employees in assessments of student learning; to require the participation of bargaining unit employees in trainings that the College deems necessary, including but not limited to orientations, professional development programs, or legally mandated trainings; to determine all matters related to student performance, including but not limited to, attendance, grading, and performance measurement; and to exercise sole authority on all decisions involving academic matters.
- 22.2 The College shall also have the right to establish, alter, amend or abolish any practices and/or terms and conditions of employment, except as otherwise specifically provided by an express provision of this Agreement.
- 22.3 Decisions regarding who is taught, what is taught, how it is taught, and who does the teaching involve academic judgment and shall be made at the sole discretion of the College.
- 22.4 No action taken by the College with respect to a management or academic right shall be subject to the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.
- 22.5 Management retains the right to utilize personnel not covered by the CBA, including but not limited to substitutes, casual and/or temporary personnel, consultants, other College faculty and/or College staff members and supervisory or managerial personnel, to do work that is also done by bargaining unit employees, including determining the methods of selection and assignment of such personnel.
- 22.6 In the event that a substitute takes over for a bargaining unit member for longer than a two-week period, that substitute will be treated as a new bargaining unit member unless the substitute is also a member of administration, full-time or visiting faculty member, manager or supervisor.

- 22.7 The list of management rights set forth in this Article is not exhaustive and does not exclude any other management right, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the College. During the term of this Agreement the Union waives the right to bargain over management's exercise of its rights in accordance with this Article; however, the Union retains the right to engage in bargaining over the impact of such actions.

**ARTICLE 23 – NO STRIKES OR LOCKOUTS**

- 23.1 During the term of this Agreement, neither the Union nor any bargaining unit member will cause, sanction or participate in any type of strike (sympathy or otherwise), picketing, slowdown, stoppage or diminishing of work, or any other interference with the College's operations. The College agrees that there shall be no lockouts during the term of this Agreement. Any employee who violates this provision will be subject to immediate discharge.

**ARTICLE 24 – NATURE OF AGREEMENT**

- 24.1 The written terms of this Agreement represent the complete agreement between the parties on any and all subjects that were negotiated or could have been negotiated between them. Both parties hereby waive the right to demand bargaining over any subject during this term of this Agreement, including but not limited to all matters referred to in the Article 22 (Management Rights).
- 24.2 If any provision of this Agreement is nullified by binding legal authority, all other terms of this Agreement will remain in full force and effect. If either party gives notice within thirty (30) days of the effective date of the new law, the parties agree to negotiate over the change.

**ARTICLE 25 – DURATION**

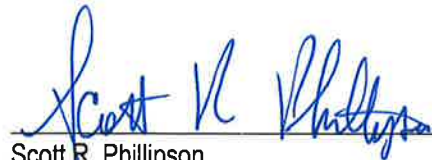
- 25.1 This Agreement shall be in full force and effect from the date of ratification to May 3, 2025. Unless otherwise agreed, negotiations for a successor Agreement shall start no later than ninety (90) days before the expiration of this Agreement.
- 25.2 Except where otherwise specifically provided in this Agreement, all formal notices and correspondence shall be addressed to the respective parties as follows:

Office of the General Counsel  
Mercy College  
555 Broadway  
Dobbs Ferry, NY 10522

SEIU Local 200United  
731 James Street  
Suite 300  
Syracuse, NY 13201



Timothy L. Hall  
President  
Mercy College



Scott R. Phillipson  
President  
SEIU Local 200United