

MEMORANDUM OF AGREEMENT
For Successor Agreement
to the
2002 - 2006 STUDENT CENTER AGREEMENT
by and between
LOCAL 1597, DISTRICT COUNCIL 37, AFSCME, AFL-CIO
and
THE CITY UNIVERSITY OF NEW YORK
acting on behalf of
THE BARUCH COLLEGE STUDENT CENTER,
THE BROOKLYN COLLEGE STUDENT CENTER, and
THE QUEENS COLLEGE STUDENT CENTER

MEMORANDUM OF AGREEMENT made this 16th day of December, 2008 (hereinafter "MOA") by and between the undersigned parties, to wit, District Council 37, AFSCME, AFL-CIO, Local 1597 ("Union"), and The City University of New York ("CUNY"), acting on behalf of The Baruch College Student Center, The Brooklyn College Student Center, and The Queens College Student Center ("Student Centers"); and

WHEREAS, the undersigned parties desire to enter into a collective bargaining agreement, modifying the 2002-2006 collective bargaining agreement between District Council 37, Local 1597, and CUNY acting on behalf of the Student Centers (Student Center Successor Agreement), terminating September 30, 2006, to cover the employees represented by the Union ("Employees"); and

WHEREAS, the undersigned parties to this agreement intend by this MOA to cover all economic and non-economic matters and to incorporate the following terms of this MOA into the Student Center Successor Agreement, as set forth below;

NOW THEREFORE, it is mutually agreed to by and between the parties as follows:

1. **Term of Agreement:**

The term of the successor Student Center Agreement shall be thirty-seven (37) months from the date of termination of the applicable existing separate unit agreement, that is from October 1, 2006, through October 31, 2009.

2. **Continuation of Terms**

The terms of the predecessor Student Center Agreement shall be continued except as modified by this MOA.

3. **Prohibition of Further Economic Demands**

No party to this agreement shall make additional economic demands during the term of this agreement. Any disputes hereunder shall be promptly submitted and resolved.

4. Wage Increase

a. The general wage increases, effective as indicated, shall be as follows:

	<u>Effective Dates</u>
i) 3.15 % percent (first day of the contract)	10/1/06
ii) 4.0 % percent (first day of the 13 th month)	10/1/07 (compounded)
iii) 4.0 percent (first day of the 25 th month)	10/1/08 (compounded)

vi) Part-time per annum, per session, hourly, per diem (including seasonal) employees and employees whose normal work year is less than a full calendar year, shall receive the increases provided in subsection 4. (a) (i) through 4. (a) (iii) on the basis of the computations heretofore utilized by the parties for all such employees

b. The increases provided in Section 4. (a) (i) through 4. (a) (iii) shall be calculated as follows:

i) The general increases in Section 4. (a) (i) shall be upon the base rates (including salary or incremental salary schedules) of the applicable titles in effect on the last day of the applicable predecessor Student Center Agreement;

ii) The general increase in Section 4. (a) (ii) shall be based upon the base rates (including salary or increment salary schedules) of the applicable titles in effect on the last day of the twelfth (12th) month of the applicable successor Student Center Agreement.

iii) The general increase in Section 4. (a) (iii) shall be based upon the base rates (including salary or increment salary schedules) of the applicable titles in effect on the last day of the twenty-fourth (24th) month of the applicable successor Student Center Agreement.

c. Other increases as follows:

i) The general increase provided in Section 4. (a) above, shall be applied to the base rates, incremental salary levels and the minimum and maximum rates (including levels) if any, fixed for the applicable titles and to "additions to gross." "Additions to gross" shall be defined to include assignment differentials, service increments, longevity differentials, longevity increments, advancement increases, assignment (level) increases, and evening, or night shift differentials, as may be applicable.

ii) Notwithstanding Section 4. (c) (i) above, the total cost of the increase set forth in 4. (c) (i) as it applies to "additions to gross," shall not exceed a cost of 0.11 percent of the last payroll date of December 2005.

5. **Conditions of Payment**

a. The general increases provided in Section 4. (a) (i) through (iii), shall be payable as soon as practicable upon execution of this 2006-2009 Student Center Agreement.

6. **Welfare Fund:**

a. The per annum Welfare fund contribution rate paid on behalf of each full-time per annum employee shall be increased as indicated below:

<u>Increase</u>	<u>DC 37 Local 1597 Effective Date</u>
\$50	10/1/07

b. Effective on the first day of the thirteenth (13th) month of the applicable successor Student Center Agreement, the welfare fund contribution paid on behalf of each full-time per annum employee shall be increased by fifty (\$50) dollars per annum.

The per annum contribution rates paid on behalf of eligible part-time per annum, hourly, per session and per diem (including seasonal) employees and employees whose normal work year is less than a full calendar year, shall receive a pro rata adjustment in the same proportion heretofore utilized by the parties for all such employees as the per annum contribution rates are adjusted in Section 6 a. for full-time employees.

7. **Resolution of Disputes**

a. Subject to the subsequent provisions of Section 7 (b) below, any dispute, controversy, or claim concerning or arising out of the execution, application, interpretation or performance of this MOA shall be submitted to arbitration upon written notice therefore by any of the parties to this MOA to the party with whom such dispute or controversy exists. The matter submitted for arbitration shall be in accordance with the terms of the dispute resolution provision of the applicable Student Center Agreement.

b. After incorporation of this Agreement into the applicable successor Student Center Agreement, any dispute, controversy or claim referred to in Section 7 (a) which arises between the parties to such separate agreement, shall be submitted in accordance with the dispute resolution provisions of such applicable successor Student Center Agreement.

c. The terms of this Section 7 shall be from the date of execution of this MOA to the date of execution of any successor agreement to this MOA.

9. **Retroactivity**

In the event that any payment is not paid on the date due under this 2006-2009 MOA, such payment when made shall be paid retroactive to such due date.

10. Savings Clause

In the event that any provision of this MOA is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this 2006-2009 MOA.

11. Approval and Ratification:

The terms of this MOA and the successor Student Center Agreement are subject to approval by the Board of Trustees of The City University of New York, ratification by the Student Center employee membership of District Council 37, Local 1597, and Student Center funding.

