

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, and further extended by a Memorandum of Agreement for the period September 1, 2017 through August 31, 2020 (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, 2020 through August 31, 2023. Article XXXI shall be revised so as to reflect the new term.

2. Article XIX shall be revised to read:

Section 1. There shall be a retroactive increase of 3% based on the applicable rate payable for the period September 1, 2021 through August 31, 2022 and an additional 4% based on the applicable rate payable for the period September 1, 2022 through August 31, 2023. Below are the rates for the period September 1, 2019 through August 31, 2020.

	Current as of 8/31/21	9/1/21-8/31/22 3%	9/1/22-8/31/23 4%
Adjunct, per 3 credit course	4,000.00	\$4,120	\$4,284.80
Tutors, per hour	35.00	\$36.05	\$37.49
Accompanists, per hour	40.00	\$41.20	\$42.85
Private Voice Instructor, per student per semester	1,100.00	\$1,133	\$1,178.32
DTI	145.00	\$149.35	\$155.32

Section 2 re longevity bonuses, Section 3 re tutors teaching GRE Prep courses and Section 4 re cancellation fees shall remain.

3. Article X shall be amended to add the following section 2:

Section 2. Per head teaching/independent studies/internships: The College agrees that unless and until the parties agree on compensation of adjuncts for such assignments, adjuncts will not be given such assignments.

4. Article XI shall be removed and replaced with the following, entitled: “Remote Teaching; Asynchronous Remote Teaching; Course Conversion Payment”, which shall read:

- A. Effective January 1, 2022, an adjunct will receive an additional payment of 5% of the base rate for any course taught remotely, whether blended or fully online. Tutors and accompanists will receive an additional payment of 5% of their hourly rate when they are required to work remotely. These payments will be made no later than 30 days after the end of each semester.
- B. The College will run a pilot program in Spring 2022. The College will staff a maximum of 10 classes taught asynchronously with adjunct faculty. Blended classes would combine an in-person component and an asynchronous remote component. Online classes would be taught fully asynchronously. At the conclusion of this pilot program, the College will survey participating adjuncts for a summary of their hours during their semester and their feedback on the experience. The College will share the results of this survey with MAC to inform a mutual decision as to whether or not asynchronous teaching may be offered to adjuncts going forward. The College may offer asynchronous teaching assignments to adjuncts in January and Summer 2022 pending the outcome of the Spring 2022 pilot. The College may schedule adjuncts for asynchronous remote teaching in Fall 2022 with a final decision on these assignments made by July 1, 2022.
- C. Course Conversion is defined as a request by the College to change the delivery mode of an Adjunct’s course to a delivery mode that is different from the mode specified in the Letter of Agreement (LOA) from the most recent semester in which the adjunct previously taught the same course. A Course Conversion payment does not apply when an Adjunct is required to revert to a delivery mode in which they previously taught the same course.
 - (a) Any current member who during the 2020-2021 academic year completed a Course Conversion will receive a one-time \$200 lump sum payment per course (not per section) converted during that academic year. Current tutors and musical accompanists who worked at the College during the 2020-2021 academic year will receive a one-time \$200 lump sum payment for transitioning their work to a remote environment. A full audit of these payments, including the payee and course

numbers, will be provided to the Union no later than the end of January 2022 with payments made in February 2022.

(b) Beginning Fall 2021, Adjuncts (including Private Voice Instructors and Daily Dance Instructors) will receive a fee of 5% of the base wage in the event that, at the College's request, a Course Conversion is required. Payments for dance performance classes with multiple instructors will be pro-rated based on the percentage of the course taught by each adjunct.

5. The following will be added to Article XXX - Training:

Section 2. As long as the College utilizes the Brightspace Learning Management System (LMS), all adjuncts (including Private Voice Instructors and Daily Dance Instructors) will be required to do one of the following prior to the start of the semester:

- a. Provide certification of having received Brightspace training at another institution and affirm the ability to use the program;
- b. Successful completion of the required training modules based on the class's delivery mode as follows:
 - i. In-Person Class: Review of MMC Webpages dedicated to Brightspace and successful completion of two (2) training modules provided by Brightspace or the equivalent training provided by MMC (maximum two (2) hours): \$100
 - ii. Blended and Online Classes: Review of MMC Webpages dedicated to Brightspace and successful completion of 4 training modules provided by Brightspace or the equivalent training provided by MMC (maximum four (4) hours): \$200

c. Any adjunct who voluntarily participates in a college-sponsored training session while negotiations continue would have this counted towards any requirement that results from these negotiations and they would be compensated accordingly once the new contract is finalized.

5. Article XXI shall be replaced with the following:

Article XXI - Paid Safe and Sick Leave (formerly Absence Policy)

Section 1. Bargaining Unit Members employed hourly (Tutors and Musical Accompanists) will accrue paid sick and safe time in accordance with the NYS Paid Sick and Safe Time Act (section 196-b of the NY Labor Law) and its amendments. The specifics (accrual rate, minimum daily increment, etc.) will be provided to each employee along with their regular Notice of Employee Rights.

Section 2. For all other Bargaining Unit Members the following policy and procedure will apply:

(a) Each Member shall be allowed up to two (2) absences from a scheduled class in a credit course during any semester without loss of pay for: any acceptable reason under the Paid Safe and Sick Leave Act and its amendments, jury duty, bereavement, academic or professional conferences or meetings approved under Article XXII, or personal emergencies or similar personal needs, including religious observance, which cannot be postponed.

- (b) The Member must notify, as soon as possible, the Chair of the division in which the member teaches of their absence.
- (c) Should the Member require additional absences due to extraordinary personal or professional reasons, they may make a request to the Chair of the division or his or her designee with as much advance notice as is possible. The decision to approve or deny the Member's request is at the discretion of the Chair of the division. Such extraordinary absences shall not be cause for disciplinary action.
- (d) In the event that the Member has more than two (2) absences from a scheduled class in a credit course during any semester, and such absence has not been approved as exceptional by the Chair of the division under Section 2(c) of this Article, the Member shall have the right to appeal the decision, in writing, to the Vice President for Academic Affairs and Dean of Faculty. The Vice President for Academic Affairs and Dean of Faculty's decision to approve more than two (2) absences from a scheduled class in a credit course during any semester shall be final and is not subject to the grievance procedure.
- (e) Where additional absences are not approved by the Chair of the division or their designee, the College retains the right, under Section (f) below, to replace the Member where the Member is absent beyond two (2) scheduled classes in a credit course during the semester.
- (f) In the case of a Member's absence extending beyond two (2) scheduled classes in a credit course during any semester, the College may elect to replace the Member for the remainder of that semester at the sole discretion of the Vice President for Academic Affairs and Dean of Faculty or their designee. The decision to replace a Member under this section is vested exclusively in the management of the College and is not subject to the grievance procedure, except as to any dispute as to the actual occurrence of absences. In the event the College declines to exercise its right to replace the Member, their salary shall be reduced on a pro-rata basis for all missed days in excess of two.

Section 3. The parties acknowledge the provisions of Section 196-b of the New York Labor Law (which is the provision incorporating the paid sick leave law), and further acknowledge that the terms of this Agreement are at least comparable to the rights afforded by the Labor Law.

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: _____