

MEMORANDUM OF AGREEMENT IN RELATION TO THE COVID-19 PANDEMIC
BETWEEN
VASSAR COLLEGE
AND
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1120, AFL-CIO
(CARPENTERS' UNIT)

IT IS HERBY AGREED by and between Vassar College and the Communications Workers of America, Local 1120, AFL-CIO (Carpenters' Unit) as follows:

1. The collective bargaining agreement (hereinafter "CBA") between the parties covering the period of July 1, 2018 through June 30, 2024 shall be modified as follows:
 - a. Article 8 which is entitled "Compensation," Section 8.1.1, "Salary Increases" shall be modified with respect to the fiscal year 20/21 and fiscal year 21/22. The replacement language shall read as follows:

7/1/20:	3.0%	2%
7/1/21:	2.5%	2%
 - b. For the period of July 1, 2020 through December 31, 2021, there shall be no layoff of any unit member. This Agreement shall take precedence over the language in Article 14 until December 31, 2021.
 - c. There shall be no other modifications to the existing CBA.
 - d. Any unit member whose age plus years of service, as of June 9, 2020, is equal to 75 years or greater (For example, if the employee is 60 years of age and has 15 years of service, his/her age plus service equals 75) who retires from the College between August 31, 2020 and December 31, 2020, shall be eligible for a retirement incentive equal to 10 months' base salary plus a longevity payment equal to \$1,000 for each year of full-time service (For the purpose of this incentive, full time shall be defined as regularly scheduled to work 20 or more hours per week) in excess of 15 years. (For example, if the employee has 25 years of full-time service, he/she will receive an additional \$10,000 in longevity). To be eligible for the incentive, the unit member must submit a letter of resignation for purposes of retirement to Ruth E. Spencer, Associate Vice President of Human Resources, in the form annexed hereto as Appendix A, and the fully executed General Release, attached hereto as Appendix B, within 45 calendar days or July 31st, whichever is later, of receipt of the incentive packet. Payment of the incentive shall be made within 30 calendar days of the unit member's effective retirement date. The College further agrees to replace any unit member who retires under paragraph 2 below within 6 months of the employee's effective retirement date. However, nothing herein requires the College to maintain a predetermined staffing level.

2. The College agrees to furlough one unit member, identified by the Union, for the period beginning June 10, 2020 and ending close of business June 26, 2020. The employee shall be expected to return to work for his/her regular shift on June 29, 2020.
3. The College shall cooperate fully and provide NYS Department of Labor with any information requested relative to the unit member's unemployment claim. While any decision as to eligibility for unemployment rests with the New York State Department of Labor (or the courts in an appeal), the College shall not controvert any valid claim filed for the period of the furlough referenced in paragraphs 2 above.
4. The College shall continue making the Employer's share of the health insurance contributions and other fringe benefit contributions on behalf of the employee referenced in paragraph 2 above during the period of furlough as if he/she was in active employment. The employee shall still be responsible for his/her share of the health insurance contributions and other fringe benefits. If the employee contributions are greater than the wages earned while furloughed, employee contributions shall be doubled via payroll deduction when the employee returns to work until full payment is made. In the event that the employee separates from Vassar College employment before his/her full share of the employee contributions is repaid, the balance of the payment owed shall be deducted from any severance payment owed. If there are insufficient severance funds to repay the balance owed, then the employee shall be obligated to repay the money owed over a period not to exceed 6 months.
5. Separation payment under Article 14.3 of the CBA shall not be triggered when the employee is subject to a furlough.
6. The employee subject to a furlough shall, upon written request, be loaned an amount equivalent up to 2 weeks of base salary during the period of furlough, with the understanding that such monies shall be repaid, through equal payroll deductions, over the pay periods following the employee's return through December 31, 2020. The employee shall be required to execute whatever documents necessary to effectuate the repayment. In the event that the employee separates from Vassar College employment or does not repay the full loan through payroll deductions, the balance of the loan shall be deducted from any severance payment owed. If there are insufficient severance funds to repay the loan, then the employee shall be obligated to repay the loan over a period not to exceed 6 months.

Dated: June 9, 2020

VASSAR COLLEGE

COMMUNICATIONS WORKERS OF
AMERICA, LOCAL 1120, AFL-CIO
(CARPENTERS' UNIT)

By: _____

By: _____

APPENDIX A

LETTER OF RESIGNATION FOR PURPOSES OF RETIREMENT

Date Submitted: _____, 2020

I, _____, hereby resign from my employment with Vassar College for the purposes of retirement in accordance with the eligibility requirements for the retirement incentive set forth in Memorandum of Agreement, dated June 9, 2020, entered into by Vassar College and the Communications Workers of America, AFL-CIO-CLC.

The effective date of my retirement is close of business _____, 2020. I understand that once the seven (7) calendar day revocation period following the submission of this letter and accompanying release has expired, my resignation will be irrevocable.

Name (Printed)

Signature

Date

APPENDIX B

SEVERANCE AND RELEASE AGREEMENT

NOTICE: YOU SHOULD THOROUGHLY REVIEW AND UNDERSTAND THE TERMS, CONDITIONS AND EFFECT OF THIS SEVERANCE AND RELEASE AGREEMENT. THEREFORE, PLEASE CONSIDER IT FOR UP TO FORTY-FIVE (45) CALENDAR DAYS BEFORE SIGNING IT. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE YOU SIGN IT.

In consideration of the monies and other consideration to be received by me as described in the Memorandum of Agreement, dated June 9, 2020, between Vassar College and Communications Workers of America, AFL-CIO-CLC and incorporated by reference in this Agreement, I hereby irrevocably and unconditionally release, waive and forever discharge VASSAR COLLEGE, its assigns, directors, officers, employees, representatives, agents and attorneys (hereinafter referred to collectively as “the College ”) from any and all claims, agreements, causes of action, demands, rights and entitlements I may have, or liabilities of any nature whatsoever (collectively referred to as “claims”) arising, occurring or existing at any time prior to the signing of this General Release, whether known or unknown.

1. I understand that this General Release is intended to and does waive:
 - (A) Any and all claims arising from or relating to my employment with the College and/or the termination of my employment with the College including but not limited to, any and all claims for and all losses, expenses, rights and entitlements, whether known or unknown, that I have now or may later claim for breach of the College’s policies, rules, regulations, or handbooks or for breach of express or implied contracts or express or implied covenants of good faith, and any and all claims for wrongful discharge, defamation, invasion of privacy, violation of public policy, retaliation, mental distress, or any other personal injury, any and all claims arising under federal, state or local constitutions, laws, rules or regulations or common law prohibiting employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, including but not limited to any and all claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq (“ADEA”) as amended by the Older Workers Benefit Protection Act of 1990 (“OWBPA”), the New York State Human Rights Law, N.Y. Exec. Law, Art. 15, §§ 290 et seq (“NYSHRL”), the Americans with Disabilities Act, 29 U.S.C. § 706 et seq. (“ADA”), Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et seq., the Civil Rights Act of 1866 or 1871, the National Labor Relations Act and/or under any other federal, state or local human rights, civil rights, or employment discrimination statute, rule or regulation. This includes, but is not limited to, any and all claims for back pay, front pay, or for any kind of compensatory, special or consequential damages, punitive or liquidated damages, attorney’s fees, costs, disbursements or expenses of any kind whatsoever, reinstatement or recovery of any losses or other damages to me or my property.

- (B) Any and all other claims of any kind whatsoever that I have or may have against the College at the time I sign this General Release - whether I know about them or not.
2. It is understood that this Release does not waive rights or claims that may arise after the date this waiver is executed. I acknowledge that I was advised to consult with an attorney prior to executing this waiver, and was given a period of forty-five (45) calendar days within which to consider the waiver of these rights under this Agreement. In accordance with the ADEA, I shall be provided with a period of seven (7) calendar days following the execution of this Agreement in order to revoke the Agreement, and it is understood by the parties that the Agreement shall not become effective or enforceable until this revocation period has expired.
 3. I also agree that upon the expiration of the seven (7) calendar day period permitted for revocation of this Agreement in accordance with the provisions of the Older Workers Benefit Protection Act, I am fully releasing the College, its present and past trustees, its present and past officers, present and past agents, and present and past employees in their respective individual and official capacities from any claim of liability arising from any claims or causes of action relating in any fashion to the events or circumstances leading to this Agreement and/or the termination of my employment and any claims to future or continued employment beyond the terms of this Agreement, except that this release does not apply to any breach of this Agreement by the College.
 4. I have read this Agreement and understand its terms and conditions. I have not been coerced into signing this Agreement, and I voluntarily agree to abide by its terms. No promise or inducement of any kind has been made to me by the College or anyone else to cause me to sign this Agreement, except as set forth above.
 5. I understand that this Agreement must be signed and returned to the College without any alteration. Any modification or alteration of the terms of this Agreement voids the Agreement in its entirety.
 6. I understand that this Agreement shall not take effect unless it is signed and returned to the College, along with a fully executed formal letter of resignation for the purpose of retirement, within 45 calendar days of receipt of the retirement incentive packet.

Employee's Name (Printed)	Employee's Signature	Date
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Witness Name (Printed)	Witness Signature	Date
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June __, 2020

Employee Name
Employee Address
Employee Address

Dear Employee,

With the Union's agreement, the College is introducing a retirement incentive to unit members whose age plus years of service, as of June 9, 2020, is equal to 75 years or greater (For example, if the employee is 60 years of age and has 15 years of service, his/her age plus service equals 75), and who retire from the College between August 31, 2020 and December 31, 2020.

You have been identified as an individual who would be eligible for this incentive. Under the incentive, you are eligible for a retirement incentive equal to 10 months' base salary plus a longevity payment equal to \$1,000 for each year of full-time service (for the purpose of this incentive, full time shall be defined as regularly scheduled to work 20 or more hours per week) in excess of 15 years. (For example, if you have 25 years of full-time service, you would receive an additional \$10,000 in longevity).

To be eligible for the incentive, you must submit a letter of resignation for purposes of retirement in the form attached hereto as Appendix A, and the fully executed General Release, attached hereto as Appendix B, to Ruth E. Spencer, Associate Vice President of Human Resources, within 45 calendar days of receipt of the retirement incentive packet or July 31, 2020, whichever is later. Payment of the incentive shall be made within 30 calendar days of your effective retirement date.

You are being given 45 calendar days to consider and accept the terms of this Agreement. You are advised to consult with an attorney about the Agreement before signing it.

Once you sign the Agreement, you will still have seven (7) additional calendar days from the date you sign to revoke your acceptance ("revocation period"). If you decide to revoke this Agreement after signing and returning it, you must give me a written statement of revocation or send it to me by electronic mail, or registered mail. If you do not revoke during the seven-day revocation period, this Agreement will take effect on the eighth (8th) calendar day after the date you the sign the Agreement.

There are __ unit members that are being offered severance payments under this termination program. Attached to this letter is a list of titles affected by this termination program, for each job title with the age of the individuals selected and the age of the individuals not selected.

Should you have any questions concerning this termination program, please contact me at ruspencer@vassar.edu

Sincerely,

Ruth E. Spencer
Associate Vice President for Human Resources