

MEMORANDUM OF AGREEMENT
VASSAR COLLEGE
AND
SEIU, LOCAL 200UNITED

IT IS HERBY AGREED by and between Vassar College and SEIU, Local 200United as follows:

1. The collective bargaining agreement (hereinafter "CBA") between the parties covering the period of July 1, 2018 through June 30, 2023 shall be extended for a period of one year. The CBA's new expiration date shall be June 30, 2024. Article 20 which is entitled "Wages," Section 1, shall be modified with respect to the fiscal year 20/21, 21/22 and 22/23, and fiscal year 23/24 shall be added as an additional contractual year. The replacement language shall read as follows:

- (a) Regular full-time employees shall be eligible for wage increases as follows:

<u>Effective Date</u>	<u>Amount</u>
Effective July 1, 2020	2.5% 0%
Effective July 1, 2021	3.0% 2.5%
Effective July 1, 2022	3.0% 3.0%
Effective July 1, 2023	3.0%

There shall be no other modifications to the existing CBA.

2. Any unit member whose age plus years of service, as of May 6, 2020, is equal to 85 years or greater (For example, if the employee is 62 years of age and has 25 years of service, his/her age plus service equals 87) 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 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 1st, 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.
 3. Notwithstanding any inconsistent provision set forth in the CBA, the College shall be permitted, on a non-precedent setting basis, to furlough, without regard to seniority, any Buildings & Grounds employee for up to 33 work days between the period commencing May 18, 2020 and ending no later than July 31, 2020. The College shall recall any furloughed Buildings & Grounds employee by no later than August 1, 2020. A recalled employee shall be provided with a minimum of 72 hours' notice of a recall.

4. Notwithstanding any inconsistent provision set forth in the CBA, commencing May 18, 2020, the College shall be permitted, on a non-precedent setting basis, to furlough, without regard to seniority, any dining hall employee.
5. Decisions as to how the furloughs get implemented shall be based on operational needs, but shall take into consideration an employee's eligibility to receive unemployment compensation. Furloughs within job titles shall be done in a fair and equitable manner.
6. The College shall cooperate fully and provide NYS Department of Labor with any information requested relative a 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 3 and 4 above.
7. The College shall continue making health insurance contributions on behalf of any full-time benefits eligible unit member during the period of furlough as if he/she was in full-time active employment.
8. Any unit member subject to a furlough shall, upon written request, be advanced up to 2 weeks of base salary during the period of furlough, with the understanding that such monies shall be repaid, through payroll deductions, over the 14 pay periods following the employee's return. The employee shall be required to execute whatever documents necessary to effectuate the re-payment. 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.
9. Effective May 6, 2020 and through the period of any furlough described herein, the College agrees, with the exception of emergency situations, to confer with the Union prior to its entering into a contract with an outside contractor for work to be performed within the scope of the bargaining unit. The College agrees that, at a minimum, at least (a) one representative from Human Resources; (b) the applicable Department Head and/or his/her designee; and (c) the Shop Manager and/or Shop Supervisor, shall be in attendance at any such meeting.

Dated: May 6, 2020

VASSAR COLLEGE

SEIU, LOCAL 200UNITED

By: Ruth E. Spencer 5/12/2020
Ruth E. SPENCER
AVP for Human Resources

By: Josephine 5-12-20
Chair.