

Processing Unit# 0699201

COLLECTIVE BARGAINING AGREEMENT

By and between

VASSAR COLLEGE

And the

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

July 1, 2018 - June 30, 2024

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**BOLD / UNDERLINING DENOTES CONTRACT CHANGES**

## **1 PREAMBLE**

### **1.1 Notice of Agreement**

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between Vassar College, hereinafter referred to as the "College," and Communication Workers of America Local 1120, AFL-CIO, hereinafter referred to as the "Union."

## **2 MANAGEMENT RIGHTS**

### **2.1 Management Rights Clause**

**2.1.1** The rights and responsibilities to operate and manage the business and affairs of the College are vested exclusively in the College and the College not exercising any of these rights will not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the College unless expressly provided otherwise in this collective bargaining agreement.

## **3 UNION RIGHTS**

### **3.1 Bargaining Unit**

**3.1.1 Recognition:** The College recognizes the Union as the exclusive collective-bargaining representative with respect to all terms and conditions of employment for employees identified in 3.1.2, below.

**3.1.2 Inclusion:** Included in the bargaining unit are regular full-time and regular part-time carpenters and the working foreman carpenter employed by the College at its Poughkeepsie, New York facility.

**3.1.3 Exclusion:** Excluded from the bargaining unit are all other employees including, but not limited to: managerial or Supervisory personnel; professional employees; office clerical employees; guards; employees appointed to the position of Glazier or Roofer; temporary and supplementary personnel as defined below; and student employees.

**3.1.4 Regular Full-time:** A "regular full-time employee" will mean and refer to an employee who is regularly scheduled to work forty hours per week.

**3.1.5 Regular Part-time:** A "regular part-time employee" will mean and refer to an employee who is regularly scheduled to work less than forty hours per week.

**3.1.6 Temporary:** A "temporary employee" will mean and refer to someone employed to work on a special or emergency project for a specified period and will not be eligible for benefits provided through this collective bargaining agreement.

**3.1.7 Supplementary:** A "supplementary employee" will mean and refer to someone who is called in to work on an as needed basis and will not be eligible for benefits provided through this collective bargaining agreement.

**3.1.8 Reference to "Employee":** Hereinafter, the word "employee" will mean an employee in the bargaining unit.

## **3.2 Union Membership**

**3.2.1 Union Shop:** An employee hired into a bargaining unit will, as a condition of employment, become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of employment and will maintain membership in the Union in good standing.

**3.2.2 Union Dues:** The College agrees to deduct from the regular paycheck of any bargaining unit employee the dues of the Union. Dues shall be two percent (2%) per week of the basic weekly wage rate, or such other amount as may be certified to the College by the Union at least thirty (30) days prior to the month in which the deduction of the Union dues is to be made. The Union will notify the College of the amount to be deducted.

**3.2.3 Remittance of Dues:** Each month, the College shall remit to the Communications Workers of America, the Union dues which were deducted from bargaining unit employees' paychecks during the previous month. The College will include a list of employee's name, social security number (provided employee provides authorization for release), base hours per pay period, base earnings for the period and the amount of dues paid.

### **3.3 Leave for Union Business**

**3.3.1 Investigation and Presentation of Grievances:** The Union may designate one employee as Steward. The designated Steward will be allowed release time during working hours, without loss of pay or leave credits, to attend grievance hearings.

**3.3.2 Meetings with Management:** The designated Steward will be allowed release time during working hours, without loss of pay or leave credits, to meet with management only when the Executive Director of Building and Grounds or the Office of Human Resources has authorized such leave.

**3.3.3 Negotiations:** One designated representative will be allowed release time during working hours, without loss of pay or leave credits, to attend negotiation sessions scheduled by the College.

**3.3.4 Union Conferences:** The designated Steward will be allowed release time during working hours, without pay, to attend conferences and conventions of the Union. Such leave requires the approval of the Executive Director of Building and Grounds and must be made at least thirty calendar days in advance whenever possible. Such leave will not exceed five work days, in the aggregate, in any fiscal year (July 1 - June 30).

**3.3.5 Grievance Preparation (New Language): The assigned Steward shall be granted up to two (2) hours paid release time to investigate and prepare for grievance(s) at either the first step or second step of the grievance procedure, but not both. Paid release time shall be granted at the rate of straight time. In the event of a class action grievance, only one Steward shall be granted such release time.**

### **3.4 Bulletin Boards**

**3.4.1. Location:** The College will provide a bulletin board in an accessible place in the Carpenters Shop for the exclusive use of the Union.

### **3.5 Meeting Rooms**

**3.5.1 Access:** The Union may use the conference rooms for meetings, provided the room is available. The Union must obtain prior approval from the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or the Office of Human Resources.

### **3.6 Access to College Premises**

**3.6.1 Union Representatives:** Representatives of the Union will be allowed access to College premises for the purpose of conducting legitimate Union business related to the administration of this collective bargaining agreement provided it does not interfere with normal operations. The representative must give prior notice of the visit to the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or the Office of Human Resources whenever possible.

## **4 EMPLOYEE RIGHTS**

### **4.1 Personnel File**

**4.1.1 Employee Access:** An employee may review and have copies made of the contents of the employee's own personnel file, with the exception of letters of reference. The employee must make an appointment with the Office of Human Resources. A representative of the Office of Human Resources must be present when the employee inspects the file.

**4.1.2 Union Access:** With the written consent of the employee, a representative of the Union will be allowed to review and have copies made of the contents of the employee's personnel file, with the exception of letters of reference.

### **4.2 Seniority**

**4.2.1 Bargaining-Unit Seniority:** Seniority will be determined by the employee's length of continuous service as a "regular employee" within his/her job title, i.e., carpenter or working foreman, in the bargaining unit. An employee in a hybrid job title, such as working foreman-carpenter, will accrue seniority in both job titles. Part-time service shall be pro-rated.

**4.2.2 Same Length of Service:** In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lottery.

**4.2.3 Leave of Absence:** An employee will not accrue seniority while the employee is on an unpaid leave of absence, as defined in Article 10 below, or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service".

### **4.3 Layoff & Recall Procedure**

**4.3.1 First to be laid Off:** In the event of a reduction in the number of unit members, the employee with the least seniority in his/her job title will be the first to be laid off.

**4.3.2 Recall:** In the event there is a vacancy for a Carpenter within the bargaining unit, the laid-off employee with the most service seniority in that job title will be offered the position.

**4.3.3 Notice of Recall:** The College will notify the laid-off employee of the vacancy by means of certified mail sent to the employee's last known address. In the event the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee will forfeit all recall rights.

**4.3.4 Change of Address:** A laid-off employee must notify the College, in writing, of any change of address or telephone number.

## **5 DUE PROCESS PROCEDURES**

### **5.1 Grievance Procedure**

**5.1.1 Definition:** For the purposes of this collective bargaining agreement, a grievance will mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

**5.1.2 Step One - Formal Grievance:** The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance will specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts and dates.

The grievance must be submitted, in writing, to the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee within seven (7) ~~calendar~~ **working days** from ~~knowledge of the alleged grievance not to exceed (1) year after it occurs~~ **but no later than one (1) year from knowledge of the alleged grievance.**

Within seven (7) ~~calendar~~ **working days** after receiving the grievance, the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee will meet with the aggrieved employee(s) and the designated Steward within the Unit (not to exceed two (2) paid employees). Within ~~seven (7) calendar days~~ **three (3) working days** after the meeting, the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee will issue a ~~written~~ **oral** response to the grievance, which will be given to the designated Steward. Failure to respond to the grievance within the designated time frame will be deemed a denial of the grievance.

**5.1.3 Step Two -Appeal to Human Resources:** If the Union is not satisfied with the response to the grievance, the Union may submit the matter to the Office of Human Resources. The appeal must be submitted, in writing, within ~~ten calendar days~~ **five (5) working days** from receiving the Step One response, or when the Step One response should have been received.

Within ~~seven (7) calendar~~ **ten (10) working** days after receiving the appeal, the ~~Director~~ **Head** of Human Resources, or designee, will meet with the designated representatives of the Union (shop steward and/or business agent), not to exceed two (2) paid employees. Within seven calendar days after the meeting, the ~~Director~~ **Head** of Human Resources, or designee, will issue a written response to the grievance, which will be given to the designated representative of the Union.

**5.1.4 Step Three - Binding Arbitration:** If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the American Arbitration Association in accordance with its rules and regulations. The demand for arbitration must be filed within ~~fourteen calendar~~ **thirty (30) calendar** days from receiving the Step Two response or when the Step Two response should have been received. The College and the Union will share the fees of the arbitrator equally. The conduct of the arbitration will be under the exclusive jurisdiction and control of the arbitrator, which will conform to applicable law. All decisions rendered by the arbitrator will be final and binding upon all parties. No arbitrator functioning under these procedures will have any power to amend, modify or delete



any provisions of this collective bargaining agreement.

## **5.2 Probation**

**5.2.1 Length of Probationary Period:** An employee's original appointment to a Carpenter will be for a probationary period of twenty-six consecutive weeks.

**5.2.2 Failure to Successfully Complete Probationary Period:** In the event the employee's performance or conduct is not satisfactory, the College may dismiss the employee from employment or return the employee to the employee's previous position, as the case may be, at any time on or before completion of the maximum probationary period. Such action will not be subject to the Grievance Procedure or Disciplinary Procedure.

**5.2.3 Temporary and Supplementary Status:** In the event a "temporary employee" or "supplementary employee" is hired as a regular full-time employee, such individual will serve the applicable probationary period. Temporary and supplementary employee work hours shall not count toward the probationary period.

## **5.3 Disciplinary Procedure**

**5.3.1 Discipline for Just Cause:** The College will not subject an employee who has completed probation, as defined in Section 5.2, above, to any disciplinary action or penalty except for just cause.

**5.3.2 Notice of Discipline:** The College will provide the employee, shop steward and the business agent with a written Notice of Discipline, which will contain all charges and specifications and the proposed penalty.

**5.3.3 Disciplinary Hearing:** If the Union disagrees with the disciplinary action, the Union may appeal the matter beginning at Step One of the Grievance Procedure (refer to Article 5.1) within seven calendar days from receiving the Notice of Discipline.

**5.3.4 Disciplinary Procedure: (New Language) The College and the Union agree to the principle of progressive discipline in the issuance of disciplinary action unless the infraction is so egregious that termination would normally be the anticipated outcome. An employee shall be placed on administrative leave when necessary.**

## **6 HOURS OF WORK**

### **6.1 Schedule**

**6.1.1 Normal Hours of Work:** The Executive Director of ~~Building and Grounds~~ **Facilities Operations** or his/her designee will establish an employee's scheduled hours of work. The College will notify the Union of changes in an employee's regular scheduled hours of work.

**6.1.2 Workweek:** The Executive Director of Building and Grounds or his/her designee will establish an employee's scheduled days of work. The College will notify the Union of changes in an employee's regular scheduled days of work.

**6.1.3 Overtime:** The Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee may require an employee to work additional hours beyond the employee's normal! workday and workweek. An employee must receive prior approval from the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee before working additional hours.

**6.1.4 Procedure for Assigning Additional Hours:** In the event there is an opportunity to work additional hours as a Carpenter beyond the normal workday, the opportunity will first be offered on a rotational basis to those Carpenters who are then working on the assignment where the overtime is available. In the event no employee volunteers, the work will be assigned on a rotating basis to those same Carpenters.

In the event there is an opportunity to work any other additional hours as a Carpenter, the opportunity will first be offered on a rotational basis to all Carpenters in the bargaining unit. In the event no employee volunteers, the work will be assigned on a rotating basis.

In the event the College makes an error in the assignment of additional hours, the College will offer the employee who should have been offered the additional hours the next opportunity to work additional hours.

## **6.2 Notification of Absence**

**6.2.1 Notification:** In the event an employee is unable to report to work, the employee must notify the Supervisor of the Carpenter Shop or Working foreman-carpenter each day of the absence and state the reason for the absence. In the event the absence was pre-authorized, this requirement will be waived.

**6.2.2 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify the Supervisor of the Carpenter Shop or Working foreman-carpenter before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use sick leave credits for the absence.

**6.2.3 Early Departure:** In the event an employee must leave work during the workday, the employee must notify the Supervisor of the Carpenter Shop or Working foreman-carpenter prior to leaving.

## **6.3 Meal and Break Periods**

**6.3.1 Rest Breaks:** An employee will normally receive a paid, duty-free rest break of up to fifteen minutes **normally from 9:30 a.m. to 9:45 a.m.** to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday **normally from 2:30 p.m. to 2:45 p.m.** In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest

break of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. An employee who chooses not to take a rest break will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Rest breaks must be approved by the Supervisor of the Carpenter Shop or Working foreman-carpenter in accordance with the needs and requirements of the department.

## ~~7 PERFORMANCE APPRAISAL DELETED~~

### ~~7.1 Purpose Deleted~~

~~**7.1.1 Purpose and Criteria:** The purpose of performance appraisal is to evaluate an employee's past performance and potential and not to initiate disciplinary action. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills, and such other criteria that properly reflect the employee's performance.~~

### ~~7.2 Procedure Deleted~~

~~**7.2.1 Frequency:** An employee may be formally evaluated at least once each year on a date determined by the Executive Director of Buildings and Grounds. Informal evaluations may occur on an as needed basis.~~

~~**7.2.2 Post-evaluation Conference:** After an evaluation, the evaluator will meet with the employee to review the employee's performance appraisal report. The employee may have union representation during the conference.~~

~~**7.2.3 Deficiencies:** Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.~~

## 8 COMPENSATION

### 8.1 Wage and Salary

#### 8.1.1 Salary

Increases: 7/1/18: 3.0%

7/1/19: 2.5%

7/1/20: 3.0%

7/1/21: 2.5%

7/1/22: 3.0%

7/1/23: 3.5%

**8.1.2 Pay Schedule:**

	7/1/18	7/1/19	7/1/20	7/1/21	7/1/22	7/1/23
Statt: _____	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
Level 1:	\$30.51	\$31.27	\$31.90	\$33.86	\$33.84	\$35.03
Level 2:	\$34.75	\$35.62	\$36.33	\$37.42	\$38.54	\$39.89
Working Foreman Carpenter:	\$40.55	\$41.56	\$42.40	\$43.67	\$44.98	\$46.55

[Salary calculations subject to correction]

**\$750.00 signing bonus in separate check.**

**8.2 Schedule Placement**

**8.2.1 Start Rate:** A newly hired employee will receive the Start Rate of pay for the duration of the probationary period (refer to Article 5.2.1) **of \$22.00 for the duration of this contract.**

**8.2.2 Level Two:** After completion of ~~the probationary period~~ **three (3) continuous years of service,** the employee will receive the Level **Two** rate of pay.

**8.3 Premium Pay for Overtime**

**8.3.1 Authorization:** An employee must receive prior approval from the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee before working beyond the employee's normal workday or workweek.

**8.3.2 Overtime Rate:** An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. Double time will be paid for the seventh (7<sup>th</sup>) day if an employee works seven (7) consecutive days.

**8.3.3 Credit for Paid Leave:** Personal leave, vacation leave, and holidays will be included as time worked in the computation of overtime. Sick leave, bereavement leave, jury duty leave, and all military leave will not be included as time worked in the computation of overtime.

**8.4 Out-of-Title Pay**

**8.4.1 Authorization:** The Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee may require an employee to work out-of-title. An employee must receive prior approval from the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee before working in a title that has a higher rate of pay.

**8.4.2 Compensation:** In the event an employee is assigned to assume the major responsibilities of a title that has a higher rate of pay for the shift, the employee will receive a differential equal to ~~five percent (5%)~~ **ten percent (10%)** of the employee's regular rate of pay for all hours worked in the higher title. In order for a Carpenter to be eligible for out of title pay for working as a Working Foreman Carpenter, the Working Foreman Carpenter must be off-campus. Nothing herein shall prevent the College from assigning a unit member work of a lower title.

**8.5 Work Schedules**

**8.5.1 2nd & 3rd Shift:** An employee who is regularly assigned to work the evening shift or the night shift will receive an additional fifty cents per hour for all hours actually worked during those shifts.

**8.5.2 Paid Leave:** An employee who is regularly scheduled to work the evening shift or the night shift will receive the differential for all paid leave.

**8.6 Pay Period**

**8.6.1 Pay Records:** The College may determine the methods and procedures for recording time worked.

**8.6.2 Payroll Period:** The payroll period will begin Monday at 12:00:01 a.m. and end fourteen calendar days later on Sunday at 11:59:59 p.m.

**8.6.3 Pay Date:** Paychecks will be normally issued on the Friday following the end of the payroll period.

**9 PAID LEAVE**

**9.1 Vacation Leave**

**9.1.1 Allowance:** An employee who has completed one or more years of continuous service before June 30<sup>th</sup> will be credited on July 1<sup>st</sup> with paid vacation leave in accordance with the following schedule for use in that fiscal year (July 1 through June 30). An employee may take paid vacation lave only after it has been credited.

AN EMPLOYEE WHO HAS COMPLETED:	WILL BE CREDITED WITH:
1 – 5 years of service	80 hours
6-10 years of service	120 hours
11-15 years of service	160 hours
16-25 years of service	200 hours

**9.1.2 Date Credited:** In clarification of 9.1.1, an employee will be credited on the first day of July of each year for the vacation leave earned in the previous fiscal year (July 1 through June 30). For example, an employee who has completed five years of service on February 26<sup>th</sup> will be credited with one hundred and twenty hours of paid vacation leave on the following July 1<sup>st</sup>.

**9.1.3 New Employee Allowance:** An employee who has completed the probationary period (refer to Article 5.2) before June 30<sup>th</sup> will be credited on July 1<sup>st</sup> with forty hours of paid vacation leave. However, an employee who has not completed the probationary period by June 30<sup>th</sup> will not be credited with paid vacation leave until the July 1st following one year of continuous service.

For example, an employee hired on September 5, 2004 who completed the probationary period on March 5, 2005 would be credited forty hours on July 1, 2005. However, an employee hired on January 5, 2005 who completed the probationary period on July 5, 2005 will not be credited any vacation leave.

**9.1.4 Accumulation:** An employee may carry over up to a maximum of one hundred twenty (120) hours of vacation leave credits into the following fiscal year. Forty (40) of the hours shall be used by December 31. The remaining eighty (80) hours shall be used throughout the fiscal year. ~~At the sole discretion of the Executive Director or his/her designee, additional carry over may be approved.~~ ~~Deleted.~~

**9.1.5 Scheduling:** An employee must receive prior approval from the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee to take vacation leave. The request must be submitted, in writing, to the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee as far in advance as possible. In the event more employees request vacation leave for a given time period than operational needs permit, preference will first be given to the most senior employee, then to the next most senior, and so on.

**9.1.6 Separation from Employment:** An employee who resigns, retires, or is laid off will receive payment for unused vacation leave at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive payment for unused vacation leave.

**9.2 Holidays**

**9.2.1 Designated Holidays:** The College shall observe thirteen (13) paid holidays. The following holidays will be observed on the day designated by the College.

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

The remaining four (4) holidays shall be scheduled at the discretion of the College.

**9.2.2 Holiday Pay:** An employee ~~who does not work~~ **will be paid for** a designated holiday ~~will be paid for the day~~ at the employee's regular daily rate of pay **whether worked or not.**

**9.2.3 Holiday Pay Eligibility:** An employee must work the employee's scheduled workday before and the employee's scheduled workday after a designated holiday in order to receive holiday pay. For example, if the designated holiday is a Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the employee must actually work that Friday and Tuesday to receive holiday pay for the Monday, unless the employee is on a scheduled paid vacation.

**9.2.4 Assigned to Work on a Holiday:** An employee who does work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay. **This is in addition to the payment designated in Article 9.2.2.**

**9.2.5 Employee Birthday:** An employee who has completed the probationary period will be allowed to take the employee's birthday off with pay or may schedule a mutually agreed upon day off with pay within six months following the employee's birthday.

**9.3 Sick Leave**

**9.3.1 Allowance:** All employee will be credited with four hours of paid sick leave for each ~~one hundred and four (104)~~ **eighty six point six four (86.64)** hours paid, exclusive of sick time, to a maximum of ~~eighty (80)~~ **ninety six (96)** hours of paid sick leave per fiscal year (July 1 through June 30). An employee may take paid sick leave only after it has been accrued.

**9.3.2 New Employees:** A newly hired employee will not be credited with sick leave credits prior

to completing the probationary period, at which time the employee will be credited with sick leave based on the time paid, exclusive of sick time, from the initial day of employment. Such employee may not take paid sick leave until it has been credited.

**9.3.3 Accumulation:** \_ An employee may accumulate up to a maximum of seven hundred and fifty (750) hours of sick leave credits.

**9.3.4 Use of Sick Leave:** Sick leave credits are for non-work-related illnesses or injuries that prevent an employee from performing the duties of the employee's job. Vacation leave or personal leave may not be used in place of sick leave. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than thirty minutes.

**9.3.5 Family Sick Leave:** An employee may use up to twenty-four (24) hours of the employee's accrued sick leave to care for the employee's child or for an adult family member for whom the employee is a primary caregiver.

**9.3.6 Medical Verification:** The College may require medical verification of an employee's absence if the College perceives the employee is abusing sick leave or has used an excessive amount of sick leave.

**9.3.7 Abuse of Sick Leave:** An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse or to have used an excessive amount of sick leave will be subject to appropriate disciplinary action.

**9.3.8 Disability Benefits:** All bargaining unit members who have completed their probationary period shall be eligible for the disability benefit described below. An employee who sustains a long-term disability incurred as a result of a Workers' Compensation injury or illness, or qualifies for New York State Disability, or qualifies for Social Security Disability, shall be eligible for this benefit. Employees who have an illness that extends past week 26 must demonstrate that they have made application to receive Social Security Disability payments.

The following procedure will be used pending the determination by the Worker's Compensation Board, New York State Disability Board, or Social Security Administration.

\$ An employee must submit a physician's statement verifying his/her qualifying illness or injury, and inability to work.

\$ Any questionable cases shall be referred to a College appointed physician for review.

\$ When there is a difference of opinion between the College and the Union over the medical condition of an employee, which will affect the status in regard to eligibility for benefits, the College and the Union will have the employee examined by a physician chosen by the County Medical Association. This physician's decision shall be binding upon the parties pending final determination from the Worker's Compensation Board, New York State Disability Board, or Social Security Administration.

\$ Nothing herein shall prevent disqualification for benefits for fraud.



Payments will be made as follows:

WEEKS OF ILLNESS:

METHOD OF PAYMENT:

Week 1

Employee will use their accrued sick leave.

Weeks 2 through 39

Employee will receive New York State Disability Insurance payments and/or Worker's Compensation and/or Social Security Disability together with payment from the College, the total of which shall not exceed 80% of the employee's regular weekly earnings.<sup>1</sup>

Weeks 40 through 52<sup>2</sup>

Employee will receive New York State Disability Insurance payments and/or Worker's Compensation and/or Social Security Disability together with payment from the College, the total of which shall not exceed 70% of the employee's regular weekly earnings.<sup>1</sup>

In the case where the payment of Social Security benefits is delayed, the College will pay the entire 80% of regular earnings. When the Social Security payments begin, the employee is obliged to reimburse the College the appropriate amount.

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<sup>1</sup> During the period of disability, an employee may only use his/her leave accruals to offset the remaining 20% of his/her gross salary if the absence is non-work related. For work related injuries, an employee may only use his/her leave accruals to offset any difference between worker's compensation and the employee's net pay.

<sup>2</sup>The 52-week period shall be a cumulative period for the same injury or illness.

<sup>1</sup> During the period of disability, an employee may only use his/her leave accruals to offset the remaining 30% of his/her gross salary if the absence is non-work related. For work related injuries, an employee may only use his/her leave accruals to offset any difference between worker's compensation and the employee's net pay.

Employees shall be required to utilize their sick leave days pending approval by New York State Worker's Compensation, New York State Disability, or Social Security Disability. In instances where an employee does not have any accumulated leave days or has an insufficient number of days to cover his/her absence pending receipt of a decision, the employee may borrow vacation and/or sick leave from the following year's allotment. This advance must be reimbursed by the employee upon receipt of their first NYS disability check and/or Worker's Compensation check and/or Social Security Disability check. Leave credits shall be re-credited accordingly. If the claim is denied by the Worker's Compensation Board, New York State Disability Board, or Social Security Administration, then the employee shall repay the overpayment.

An employee, who does not return to the College's employment after the end of the disability period, shall be terminated from service.

**9.3.9 Separation from Employment:** An employee who retires from employment will receive payment of ~~seventy five (75)~~ ninety (90) percent of the employee's accumulated unused sick leave to which the employee was entitled during the last year of service not to exceed ~~five~~ hundred and sixty three (563) **six hundred seventy-five (675)** hours. In addition, an employee who has not used any sick leave in the last five years before retirement will receive a bonus of forty (40) hours of pay.

An employee with at least twenty years of service who resigns from employment or is permanently laid off will receive a payment of **ninety (90)** percent of the employee's accumulated unused sick leave, not to exceed **six hundred seventy-five (675)** hours.

An employee who is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

**9.3.10 Good Attendance Bonus:** An employee who does not take any sick leave or have an unexcused absence during the six-month period from July 1 through December 31 will receive an additional four hours of personal leave. An employee who does not take any sick leave or have an unexcused absence during the six-month period from January 1 through June 30 will receive an additional four hours of personal leave.

## **9.4 Personal Leave**

**9.4.1 Allowance:** An employee who has completed one or more years of continuous service before June 30th will be credited on July 1<sup>st</sup> with paid personal leave for use in that fiscal year (July 1 through June 30). An employee may take paid personal leave only after it has been credited.

**New Employee Allowance:** A newly hired employee will not be credited with personal leave credits until after completing the probationary period, at which time the employee will be credited with two hours of personal leave for each whole month worked from the initial day of employment. Such employee may not take paid personal leave until it has been credited.

For example, an employee hired on September 5, 2004 who completed the probationary period on March 5, 2005 would be credited ten hours of personal leave on March 5, 2005.

**9.4.2 Accumulation:** An employee should use all personal leave credited on July 1st by the following June 30<sup>th</sup>. An employee will receive payment for unused personal leave remaining at the end of the fiscal year (June 30<sup>th</sup> at the employee's then current rate of pay.

**9.4.3 Use of Personal Leave:** Personal leave credits are for the conduct of personal business requiring the employee's absence from work. In no event may personal leave credits be used on the scheduled workday immediately prior to or following a holiday or vacation or may credits be used in lieu of sick leave or other leaves of absences, except to extend bereavement leave. Personal leave credits may not be used in increments of less than thirty minutes.

**9.4.4 Scheduling:** An employee must receive prior approval from the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee to take personal leave. The request must be submitted, in writing, to the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee at least three days in advance. In the event there is an unforeseen emergency, the requirement for advance notice may be waived by the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee. In the event more employees request personal leave for a given day than operational needs permit, preference will first be given to the most senior employee, then to the next most senior, and so on.

**9.4.5 Separation from Employment:** An employee who retires from employment and is eligible for pension benefits will receive payment for unused personal leave at the employee's then current rate of pay. An employee who resigns, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave credits.

## **9.5 Bereavement Leave**

**9.5.1 Immediate Family:** In the event of a death of an employee's immediate family member, the employee may take a paid leave of absence for up to five scheduled workdays. The employee must have completed the probationary period to be eligible for this benefit.

For purposes of bereavement leave, "immediate family member" will mean the following:

\$	Spouse or Domestic Partner	\$	Sibling
\$	Child	\$	Grandparent
\$	Parent or Legal Guardian		Parent-in-law

**9.5.2 Extended Family:** In the event of a death of an employee's extended family member, the employee may take a paid leave of absence for up to three scheduled workdays. The employee must have completed the probationary period to be eligible for this benefit.

For purposes of bereavement leave, "extended family member" will mean the following:

- Son-in-law
- Brother-in-law
- Sister-in-law
- Step-Parent
- Daughter-in-law
- Step-child

**9.5.3 Extended Bereavement Leave:** An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate family member. The request must be submitted, in writing, to the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee. The Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee will have total discretion in the approval of extended bereavement leave.

## **9.6 Jury Duty**

**9.6.1 Leave of Absence:** In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a Leave of absence. The employee will be paid the difference between jury pay and the employee's regular daily rate of pay.

**9.6.2 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Supervisor of the Carpenter Shop.

## **9.7 Inclement Weather**

**9.7.1 Required to Work:** In the event an employee is required to work when administrative offices have been closed due to inclement weather or an emergency, or prior to the delayed opening time due to inclement weather or an emergency, or after the early closing time due to inclement weather or an emergency, the employee will be paid at one and one-half times the employee's regular rate of pay for hours actually worked up to the period of the delay. To be eligible for this premium pay, the employee may not self-select to work but must be required to work by the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee.

For example, an employee who has a regular starting time of 8:30 a.m. and is required to report to work when administrative offices are on a two-hour delay will be paid two hours (8:30 to 10:30) at one and one-half times the regular rate of pay and the remaining hours will be paid at the regular rate of pay.

Further, an employee who has a regular starting time of 7:00 a.m. and is required to report to work when administrative offices are on a two-hour delay will be paid two hours (8:30 to 10:30) at one and one-half times the regular rate of pay and the remaining hours will be paid at the regular rate of pay.

Similarly, an employee who has a regular starting time of 9:00 a.m. and is required to report to work when administrative offices are on a two-hour delay will be paid one and one-half hours (9:00 to 10:30) at one and one-half times the regular rate of pay and the remaining hours will be paid at the regular rate of pay.

It is understood that situations may exist where an employee who is required to work when administrative offices have been closed, or prior to a delayed opening time, or after the early closing time due to inclement weather or an emergency, may not be able to report to work or must leave work. In such situations, the employee may decline work and charge this time to vacation or personal leave or take unpaid leave.

**9.7.1 Not Required to Work:** In the event an employee is not required to work when administrative offices have been closed due to inclement weather or an emergency, or prior to the delayed opening time due to inclement weather or an emergency, or after the early closing time due to inclement weather or an emergency, the employee will be paid at the employee's regular rate of pay for hours the employee was scheduled to work during that time.

**9.7.2 Scheduled or Unscheduled Time Off:** In the event an employee has arranged for scheduled (e.g. vacation, personal, jury duty, bereavement) or unscheduled (e.g. sick) time off and does not work when administrative offices have been closed due to inclement weather or an emergency, or prior to the delayed opening time due to inclement weather or an emergency, the employee will be charged for the appropriate leave (e.g. vacation, personal, sick, jury duty, bereavement) for hours the employee was scheduled to work during that day.

An employee may arrange with the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee for an early departure due to inclement weather even **though** administrative offices have not officially closed. Such employee may charge this time to vacation or personal leave or take unpaid leave.

Should administrative offices officially close subsequent to an employee's early departure due to inclement weather, the time between the employee's departure and the official close time will not be paid as administrative leave. However, the employee may charge this time to vacation or personal leave or take unpaid leave.

## **10 UNPAID LEAVE**

### **10.1 Extended Leave**

**10.1.1 General Terms:** Subject to the approval of the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee, unpaid leaves of absence may be extended to an employee for personal reasons including, but not limited to, family responsibilities and education.

**10.1.2 Absent Without Leave:** In accordance with this article, unpaid leaves of absence are to be approved by the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her

designee in advance with consideration being given to the employee's length of service and the operational needs of the department. Unpaid leave is not intended for short-term leave but rather for long-term leave. Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Executive Director of ~~Buildings and Grounds~~ Facilities Operations or his/her designee.

**10.1.3 Return:** An employee returning to work from an unpaid leave must submit a request to return to work, in writing, to the Executive Director of ~~Buildings and Grounds~~ Facilities Operations or his/her designee, at least seven calendar days in advance. Failure to return from a leave at the scheduled expiration date may be considered to be a voluntary resignation and result in termination from employment.

**11 INSURANCE**

**11.1 Health Insurance**

**11.1.1 Coverage:** The College shall provide members of the bargaining unit who are regularly scheduled to work 20 or more hours per week and at least 800 hours per year, and who have completed 6 months of service with medical benefits.

~~**11.1.2 College Contribution:** Effective May 1, 2006, the College shall pay 95% of the cost of individual health insurance premiums. The College shall also pay 70% of the cost of dependent coverage for any member who elects dependent coverage. The employee shall pay the additional 30% off the cost of dependent coverage. The employee's portion of the cost will be made through bi-weekly payroll deductions.~~

~~For example, assuming family coverage costs \$13,626.72 annually, and individual coverage costs \$5,106.24 annually, a unit member enrolled in family would pay \$2,632.74 of the cost of the family coverage premiums. This was calculated as follows:~~

\$4,850.93	(95% individual)
\$13,626.72	(Cost of family plan) \$4,850.93 (95% of individual plan) —
	\$8,775.79
	• <del>\$8,775.79 x 70%</del> \$6,143.05

~~TOTALS: — \$10,993.98 (College contribution for Family Coverage)  
 \$2,632.74 (Employee contribution for Family Coverage)  
 \$4,850.93 (College contribution for Individual Coverage)  
 \$255.31 (Employee contribution for Individual Coverage)~~

~~For an employee enrolled in a two person plan, the calculation will be based on the difference between the two person plan and the individual plan. **Deleted**~~

**11.1.2 Employee/College Contribution (NEW):**

**Article 11 Health Insurance Employee/College Health Insurance Contributions:**

<b>Current:</b>	<b><u>Employee:</u></b>	<b><u>College:</u></b>
<b><u>Single</u></b>	<b><u>5%</u></b>	<b><u>95%</u></b>
<b><u>2 Person Family</u></b>	<b><u>19%</u></b>	<b><u>81%</u></b>
<b><u>3 or More</u></b>	<b><u>20%</u></b>	<b><u>80%</u></b>
<b>Effective <u>July 1, 2023:</u></b>	<b><u>Employee:</u></b>	<b><u>College:</u></b>
<b><u>Single</u></b>	<b><u>8%</u></b>	<b><u>92%</u></b>
<b><u>2 Person Family</u></b>	<b><u>22%</u></b>	<b><u>78%</u></b>
<b><u>3 or More</u></b>	<b><u>23%</u></b>	<b><u>77%</u></b>

**11.1.3 Medical Buy-Out Option:** Any medical buyout available to College employees who want to waive medical coverage and can provide evidence of medical coverage provided by another plan will be made available to bargaining unit members.

**11.2 Workers' Compensation insurance**

**11.2.1 Coverage:** In accordance with New York State law, the College will make available a Workers' Compensation plan for job related injury or illness.

**11.2.2 Plan:** The College may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

**11.2.3 Reporting of Injury:** The employee must submit a written report of the injury to the Office of Human Resources within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim.

**11.2.4 Use of Sick Leave Credits:** An employee may not draw from the employee's leave credits to supplement Workers' Compensation payments.

**11.3 Disability Insurance**

**11.3.1 Coverage:** In accordance with New York State law, the College will make available a short-term disability insurance plan as a temporary benefit to each eligible employee who becomes disabled due to a non-job related injury or illness.

**11.3.2 Plan:** The College may, at its discretion, change carriers and/or offer an alternative disability plan.

**11.3.3 Premium Payment:** The College will pay the full premium for disability insurance for each eligible employee.

**11.3.4 Reporting of Injury:** The employee must submit a written report of the injury, on the proper form to the Office of Human Resources.

## **12 RETIREMENT BENEFITS**

### **12.1 Pension Plan**

**12.1.1 Summary:** For employees who are eligible for participation in the College's retirement plan, the College contribution will be eleven percent (11%) of base wages effective as soon as practicable, but no later than January 1, 2007. Upon implementation of the defined contribution plan, there shall be no further accrual of time under the existing defined benefit plan and all service credit up to that point shall be frozen.

**12.1.2 Employee Contribution:** Employees eligible for participation in the College's retirement plan may elect to contribute up to an additional four (4%) percent of base wages into their Retirement Account. In addition to the Retirement Account, employees are eligible to contribute money into a Supplemental Retirement Account on a tax-favorable basis. See the Benefits Office for details.

**12.1.3 Plan Details:** See the official plan document for details.

### **12.2 Retirement Bonus**

**12.2.1 Summary:** An employee who is fully vested and eligible to begin receiving retirement benefits immediately as defined in the summary plan description, in addition will be eligible to receive vacation pay computed on the basis of fifty percent of the vacation earned during the fiscal year ending June 30<sup>th</sup> prior to retirement to a maximum of twelve working days. Vacation pay will be made following the last payroll period before retirement. The vacation period agreed upon will follow the last date of actual active employment.

## **13 GENERAL PROVISIONS**

### **13.1 Work Uniforms**

**13.1.1 Uniforms:** The College will furnish and clean uniforms for all employees who are required by the College to wear them. A unit member appointed by the Union shall serve on the Committee for the selection of uniforms upon the renewal of the uniform contract. The appointed member shall sign a waiver of conflict of interest.



## **13.2 Driver's License**

**13.2.1 Requirement to Possess a Driver's License:** An employee who is required to drive either a College-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the College, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

**13.2.2 Loss or Suspension of Driver's License:** An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the Executive Director of ~~Buildings and Grounds~~ **Facilities Operations** or his/her designee in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the College.

## **14 JOB SECURITY**

**14.1 Notification of Layoffs:** Whenever in the judgment of the College, there exists an occasion for layoffs from employment, the College agrees to give the Union ninety (90) days notice before putting any layoffs into effect.

**14.2 Layoff Procedure:** When a layoff of employees is necessary, the College shall determine the job titles affected across the College, and layoff first those employees with the lowest seniority, but only after consideration is given to the qualifications of, and the feasibility of a minimal retraining effort for those more senior employees within the affected job titles. Casual, temporary and probationary employees across the College will be laid off before qualified regular employees. A regular employee who elects to move into a casual or temporary position as a result of layoff shall retain all benefits; however, a casual or temporary position shall not be made permanent by such a move.

**14.3 Separation Pay:** In case of layoffs, payments of one (1) week's pay for each two (2) years of continuous service shall be made by the College at the time of layoff.

**14.4 Re-employment:** Employees being laid off should consider the move as permanent and are encouraged to seek other employment; however, re-employment privileges exist as vacancies occur under the following conditions:

- A. Positions are first offered to the individual who was the incumbent at the time of layoff. If the incumbent has not returned to the position in accordance with the provisions of this Agreement, other laid off bargaining unit employees may apply for the position and shall be given priority for the position, provided that they are the most qualified applicant for the given position.
- B. Employees must respond within five (5) working days to an offer of work sent by registered mail and return within seven calendar days.

- C. Employees maintain layoff and recall status for a maximum period of twelve (12) months not to exceed the length of their continuous service.
- D. An employee who is recalled to the same position, from which the employee was laid off within six (6) months from the date of lay off, will receive the same rate of pay as prior to the layoff plus whatever increases would have occurred during that period.

## **15 APPLICATION OF AGREEMENT**

### **15.1 Duration of Agreement**

**15.1.1 This collective bargaining agreement will be effective from July 1, 2018 through June 30, 2024, unless otherwise agreed to by the parties.**

### **15.2 Complete Agreement**

**15.2.1** This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement will not be binding on the College and may not be submitted to the grievance and arbitration procedure.

### **15.3 No Strike Clause**

**15.3.1** No employee may engage in a strike, for any reason, during the term of this collective bargaining agreement or during an extension of the collective bargaining agreement.

### **15.4 Savings Clause**

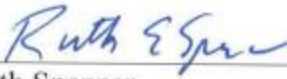
**15.4.1** Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision will be of no force and effect, but the remainder of this collective bargaining agreement will continue to be in full force and effect.

**15.4.2** Upon the issuance of such decision, the College and the union will negotiate an adjustment in the affected provisions, portions or applications with the intention of affecting the purpose of the provisions, portions or applications.

**15.5 Execution of Agreement**

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives.

**Vassar College**

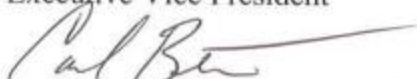
  
\_\_\_\_\_  
Ruth Spencer  
Associate Vice President,  
Human Resources

  
\_\_\_\_\_  
Sarah Bakke  
Assistant Director,  
Human Resources

**Communication Workers of America, AFL-CIO**

  
\_\_\_\_\_  
Frank Fauci  
President

  
\_\_\_\_\_  
Jim Gescheidle  
Executive Vice President

  
\_\_\_\_\_  
Carl Bertsche  
Business Agent

  
\_\_\_\_\_  
Mike Garry  
International Staff Representative

July 8, 2013

Mr. Frank Fauci Jr.  
President, CWA Local 1120  
157 Van Wagner Road  
Poughkeepsie, NY 12603

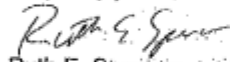
Dear Mr. Fauci,

This will confirm our agreement that the College shall make a good faith effort to not contract out work which Carpenters have historically performed, if such contracting will cause and directly affect layoffs or reduction of hours of present employees.

In addition, the College shall make reasonable efforts and explore options to perform all work that could be done in house.

The College and the Union agree to meet and explore what reasonable opportunities exist for overtime opportunities.

Very truly yours,

  
Ruth E. Spencer  
Associate Vice President  
Human Resources

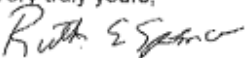
July 8, 2013

Mr. Frank J. Fauci Jr.  
President, CWA Local 1120  
157 Van Wagner Road  
Poughkeepsie, NY 12603

Dear Mr. Fauci,

This will confirm that Vassar College verifies current staffing levels are within the current approved budget.

Very truly yours,



Ruth E. Spencer  
Associate Vice President  
Human Resources

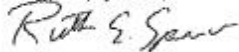
July 8, 2013

Mr. Frank Fauci Jr.  
President, CWA Local 1120  
157 Van Wagner Road  
Poughkeepsie, NY 12603

Dear Mr. Fauci,

This will confirm our agreement that employees in the bargaining unit shall be permitted to wear tee shirts provided by the Union on Thursdays. In addition, hooded sweatshirts may be worn during inclement weather.

Very truly yours,



Ruth E. Spencer  
Associate Vice President  
Human Resources

**VASSAR COLLEGE**

Associate V.P. for Human Resources  
Direct Line: 845-437-7751  
E-mail [ruspencer@vassar.edu](mailto:ruspencer@vassar.edu)

**HUMAN RESOURCES OFFICE**

124 Raymond Avenue, Box 712  
Poughkeepsie, New York 12604-0712  
TEL 845-437-5820 FAX 845-437-7729

May 2, 2018

Frank J. Fauci, Jr., President  
CWA Local 1120  
157 Van Wagner Road  
Poughkeepsie, NY 12603

Dear Mr. Fauci,

Re: Signing Bonus

This will confirm our agreement that the College agrees to pay a onetime lump sum payment of seven hundred fifty dollars (\$750.00) to each member of the bargaining unit of the Carpenter's union within the next two pay periods following the signing of this collective bargaining agreement.

It is also understood that this bonus shall not be added to the base salary.

Sincerely yours,



Ruth E. Spencer,  
AVP for Human Resources

Cc: HR Files

**VASSAR COLLEGE**

Associate V.P. for Human Resources  
Direct Line: 845-437-7751  
E-mail [ruspencer@vassar.edu](mailto:ruspencer@vassar.edu)

**HUMAN RESOURCES OFFICE**

124 Raymond Avenue, Box 712  
Poughkeepsie, New York 12604-0712  
TEL. 845-437-5820 FAX 845-437-7729

May 2, 2018

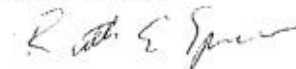
Frank J. Fauci, Jr., President  
CWA Local 1120  
157 Van Wagner Road  
Poughkeepsie, NY 12603

Dear Mr. Fauci,

Re: Job Security

This will confirm our agreement that the College agrees that it shall not contract out carpenter's work if such contracting will result in the layoff of carpenters, in CWA Local 1120 (Carpenter's Unit) at Vassar College for the duration of this contract, July 1, 2018 through June 30, 2024.

Sincerely yours,



Ruth E. Spencer,  
AVP for Human Resources

Cc: HR Files



**VASSAR COLLEGE**

Associate V.P. for Human Resources  
Direct Line: 845-437-7751  
E-mail [ruspencer@vassar.edu](mailto:ruspencer@vassar.edu)

**HUMAN RESOURCES OFFICE**

124 Raymond Avenue, Box 712  
Poughkeepsie, New York 12604-0712  
TEL 845-437-5820 FAX 845-437-7729

June 21, 2018

Mr. Frank Fauci Jr.  
President CWA Local 1120  
157 Van Wagner Road  
Poughkeepsie, NY 12603


Dear Mr. Fauci,

Re: Side- Letter

As an addendum to our tentative agreement to the Carpenter's contract, upon ratification by the members of the Carpenter's Unit (Local 1120, AFL-CIO) we have the following agreement:

Should the SEIU Union receive post-retirement health in the next contract, after the expiration of the current SEIU contract, July 1, 2018 through June 30, 2024, Vassar College shall grant the *current carpenters that benefit through the duration of Carpenter's contract which terminates on June 30, 2024*. Thus, this benefit would only be applied if, and only if, the SEIU Union received this benefit in their next contract, post June 30, 2024, and the carpenter retired between July 1, 2023 and June 30, 2024.

Sincerely yours,



Ruth E. Spencer  
Associate V.P. for Human Resources

CC: Carl Bertsche, Business Agent  
HR File