

MEMORANDUM OF AGREEMENT

VASSAR COLLEGE

and

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

This Memorandum of Agreement (the "MOA") is entered into by and between Vassar College (the "College") and Communication Workers of America Local 1120, AFL-CIO (the "Union" or the "Carpenters Union") as of July 1, 2024 ("Effective Date").

WHEREAS, the College and the Union were parties to a Collective Bargaining Agreement dated July 1, 2018 through June 30, 2024;

WHEREAS, the parties wish to enter into this MOA as their new Collective Bargaining Agreement, as of the Effective Date; and

WHEREAS, the parties desire that, except as otherwise modified in this MOA, the parties will adopt the terms and conditions of the current Collective Bargaining Agreement between Vassar College and the Communications Workers of America AFL-CIO-CLC dated July 1, 2022 through June 30, 2026 (the "Aligned Agreement") as their collective bargaining agreement; and

WHEREAS, the parties agree to modify the Aligned Agreement, for the Carpenters Union members only, by the terms and conditions contained in this MOA, such that if there is a conflict between the terms of the Aligned Agreement and the MOA, the terms of this MOA shall control.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the Union enter into this MOA on the terms and conditions set forth below.

1.1 Adoption of Aligned Agreement. Except as specifically modified in this MOA, the Union and College agree to be bound by the terms and conditions of the Collective Bargaining Agreement between Vassar College and the Communications Workers of America AFL-CIO-CLC dated July 1, 2022 through June 30, 2026 (the "Aligned Agreement"), a copy of which is attached hereto as Exhibit A.

1.2 Conflict of Terms. In the event of a conflict between any term, condition, language, or provision, in the Aligned Agreement and this MOA, the terms and conditions of this MOA shall control.

1.3 Terms of MOA. Notwithstanding Article 54, Section 3 and the first paragraph of Article 54, Section 2 the term of this MOA shall be from the Effective Date, July 1, 2024 through June 30, 2026. Upon expiration of this MOA the parties agree that the Carpenters represented by CWA Local 1120 will thereafter be a party to the successor Collective Bargaining Agreement for the secretarial, clerical, technical, professional, and

carpenter unit. The College and the Union also agree that the distinctive terms and conditions applicable to the Carpenters represented by CWA Local 1120 stated in this MOA, together with the Aligned Agreement, will be the starting reference for bargaining a combined successor agreement to the secretarial, clerical, technical, professional, and carpenter unit.

2. Modifications to the Aligned Agreement. As set for the below, the Aligned Agreement shall be expressly modified, only for members of the Carpenters Union, to the terms and conditions set forth below. All references to Articles and Sections contained below are references to the Aligned Agreement:

2.1 Recognition.

Article 1 shall be modified to add a new Section 3, which shall read as follows:

Section 3 Carpenters

The College hereby recognizes the Communications Workers of America, Local 1120, AFL-CIO-CLC as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all regular full-time and regular part-time carpenters and the working foreman carpenter employed by the College at its Poughkeepsie, New York facility.

2.2 Employment Definitions.

Article 7 shall be modified to add to Section 1 of Article 7 which shall read as follows:

Section 1 Definitions (Regular Full-time Employee & Regular Part-Time Employee)

D. Regular Full time Carpenter: A regular full-time employee will mean and refer to an employee who is regularly scheduled to work forty hours (40) per week.

E. Regular Part time Carpenter: A regular part time employee will refer to an employee who is regularly scheduled to work less than forty hours (40) per work.

2.3 Discipline

Paragraph three of Article 12, Section 1 related to "Career Development" shall not be applicable to the Carpenters Unit.

2.4 Sick Leave: Continuation of Benefits

Article 13, Section 6 shall be modified to add a new section and shall now read as follows:

Section 9 Separation from Employment (Carpenters)

An employee who has a hire date previous to 11/1/1987 who retires from employment will receive payment of 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 four hundred and fifty (450) hours. Employees hired after 11/1/1987 will receive the allowance stated in the "Aligned Agreement" Article 13 Section 8.

2.5 Sick Leave: Sick Leave Bank for Carpenters

The second to last paragraph of Article 13, Section 8 (beginning with the phrase: "In instances where an employee is out on disability") shall not be applicable to the Carpenters. The remainder of Article 13, Section 8 shall remain and be fully applicable to the Carpenters.

2.6 Vacation

Article 14 shall be modified to add new sections, which shall read as follows:

Section 6 Allowance for Carpenters

Carpenters shall receive the allowance set forth in Article 14 Section 1 of the Aligned Agreement. No Carpenter shall have a reduction of their current allowance.

Section 7 Scheduling for Carpenters

Vacation shall be taken at a time mutually convenient to the employee and the College. The College will follow employee preference for time of the vacation period if work requirements and the needs of the department can be met. In cases of conflicting vacation requests, seniority will determine preference. Vacation may be used in one quarter (1/4) hour (15 minute) increments.

Section 8 Termination of Employment for Carpenters

An employee who terminates employment with the College and who has used but not accrued vacation leave will have this advanced time deducted from the final paycheck. An employee who resigns, retires, or is laid off will receive payment for unused vacation leave to which the employee is properly entitled 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 for cause will not receive a settlement for unused vacation leave.

2.8 Overtime

Article 21 shall be modified to add a new Section 7, which shall read:

21 OVERTIME FOR CARPENTERS

Carpenters Union members shall receive time and half (1.5) their regular compensation rate for hours worked beyond the 40 hours in a scheduled week. Double time (2.0) will be paid for the seventh (7th) day if an employee works seven (7) consecutive days of their scheduled shift.

2.9 Out of Classification Pay

Article 22 shall be modified to add a new Section 2, which shall read as follows

22 OUT OF CLASSIFICATION PAY FOR CARPENTERS

In the event an employee is assigned, by their supervisor, to assume the key job duties of a title that has a higher rate of pay for the shift, the employee will receive a differential equal to 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.

2.10 Career Development for Carpenters

Article 26 shall not be applicable to the Carpenters

2.11 Break Time

Article 28 shall be modified to add a new Section, which shall read as follows :

Section 2 Break Time for Carpenters

A carpenter 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.

2.12 Compensation

Article 31, Sections 1,2,4,5,6,7,8, 10, and 12 shall not be applicable to the Carpenters
Article 31, Sections 3, 9 and 11 shall remain and be applicable to the Carpenters Union.
There shall be a new Section 13, which shall read in its entirety as follows:

Section 13 Carpenters Market Adjustment

	7/1/2024	7/1/2025
Level 1	\$36.43	\$37.52
Level 2	\$41.50	\$42.75
Working Foreman	\$48.42	\$49.87

The table reflects a 3.5% increase in wages for 2024, effective July 1, 2024 and a 3% wage increase for 2025.

2.13 Lunches

Article 32 shall not be applicable to the Carpenters.

2.14 Retirement Plan

There shall be a new section 5 to Article 34, which shall read in its entirety as follows:

Section 5 Pre-2007 Carpenter Employees

Carpenter Union members hired on or before January 1, 2007, who were eligible for participation in the College's Pension Plan, shall have no further accrual of time under that existing defined benefit plan but will maintain all service credit up to the plan's end.

2.15 Flexible Work Schedules

Article 42 shall not be applicable to the Carpenters

2.17 Work Uniforms

There shall be a new Article 40A, which shall read in its entirety as follows:

40A WORK UNIFORMS

Carpenters are required to wear uniforms supplied by the College. The College will furnish and clean uniforms for all employees who are required by the College to wear them. Upon termination of employment, Carpenters shall return all issued uniforms to Vassar. Carpenters are responsible for keeping track of their issued uniforms and taking good care of them, reasonable wear and tear from their job duties excepted. 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 for Uniform Committee Participation.

Additionally, Carpenters shall be permitted to wear union branded attire and accessories. The College requires Carpenters to have a visible designation showing they are a Vassar employee such as a lanyard or ID. Union members are responsible for purchasing union branded attire except for the uniforms supplied by the College.

2.18 Contracting (Carpenters)

There shall be a new Article 37A, which shall read in its entirety as follows:

37A CONTRACTING (CARPENTERS)

The College shall not contract out work that has historically been performed by Vassar Carpenters if such contracting will cause layoffs, may lead to layoffs, or a reduction in hours of presently employed carpenters.

In addition, the College shall make reasonable efforts to explore options to perform all work that could be done by currently employed carpenters.

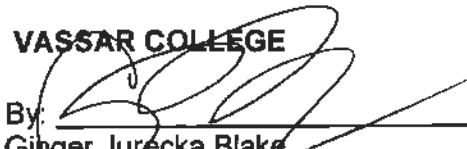
The College and the Union agree to meet and explore any reasonable opportunities that may exist for overtime at either party's request.

3. No Further Modifications

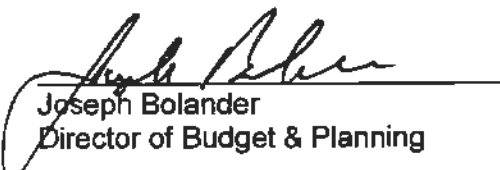
Except as specifically set forth herein, the terms and conditions of the Aligned Agreement shall continue in full force and effect and this MOA shall not be construed as a termination, replacement or further modification to the Aligned Agreement. Nothing contained in this Agreement shall be deemed to change or modify the Aligned Agreement for members of the Secretarial, Clerical, & Technical Unit or members of the Professional Unit.

IN WITNESS WHEREOF, each party agrees that they are authorized to sign on behalf of their respective organization and have executed this Agreement on **DATE**. 12/16/2024

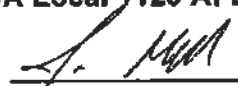
VASSAR COLLEGE

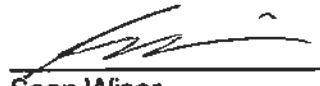
By: 
Ginger Jurecka Blake
Associate VP of Human Resources


Rocio Salvatierra
Director of Employee & Labor Relations

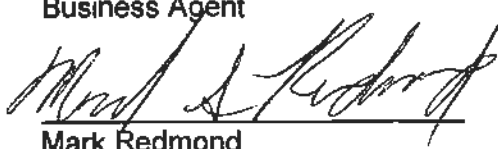

Joseph Bolander
Director of Budget & Planning

CWA Local 1120 AFL-CIO (Carpenters)


Jim Gescheidle
President


Sean Wiser
Vice President


Leeann Wells
Business Agent


Mark Redmond
Steward

October 18, 2024

Ginger Jurecka Blake
Associate Vice President of Human Resources and Chief People Officer
Vassar College
124 Raymond Avenue
Box 712
Poughkeepsie, NY 12604

Dear Mrs. Blake,

The Communication Workers of America Local 1120, AFL-CIO (Carpenters' Unit) ("CWA Local 1120") is actively engaged in discussions with Vassar College about revisions or replacement of our current Collective Bargaining Agreement dated July 1, 2018 - June 30, 2024 (the "Carpenters' CBA"), with the intention that the Carpenters' CBA will more closely align with the Collective Bargaining Agreement between Vassar College and the Communication Workers of America AFL-CIO-CLC dated July 1, 2022-June 30, 2026 covering the Secretarial, Clerical, Technical, and Professional Units union members (the "Clerical CBA").

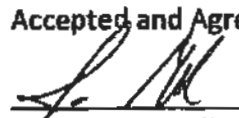
We are not yet ready to finalize a replacement or a revision to the Carpenters' CBA, however, we have an immediate need to agree on revisions to the Health Care provisions of the Carpenters' CBA because of a November 1, 2024 enrollment deadline.

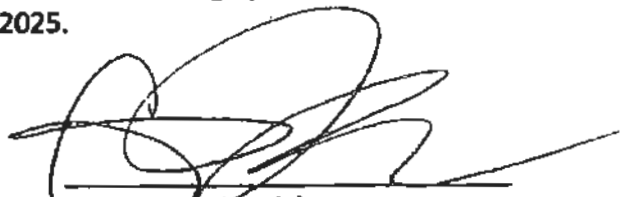
Therefore, as an interim measure, by signing below, Vassar College and the CWA Local 1120 agree that the members of the CWA Local 1120 shall be entitled to enroll in the same health benefits as the members covered by the Clerical CBA, which are set forth in Article 33 of the Clerical CBA, except that "MVP Choice" plan will only be available for Carpenters hired before June 30, 2004. Article 11 of the Carpenters' CBA shall be deemed amended or deleted to the extent it would be inconsistent with the terms of Article 33 of the Clerical CBA and this letter agreement.

Vassar College and the CWA Local 1120 agree that this letter agreement only applies to members of the "Carpenters Unit" represented by CWA Local 1120. Except as set forth herein, the terms of the Carpenters' CBA will remain in full force and effect until and unless it is replaced or revised by written agreement of Vassar College and the CWA Local 1120.

The term of this letter agreement will be effective during open enrollment in 2024 and shall remain in effect for the benefit year of 2025.

Accepted and Agreed:


James Gescheidle
President
CWA Local 1120


Ginger Jurecka Blake
Associate Vice President of Human Resources
Vassar College

